## DATA PROCESSING ADDENDUM

This data processing addendum (the "**DPA**") forms an inseparable part of the Agreement between Logmore Oy, Korkeavuorenkatu 35, FI-00130 Helsinki, Finland ("**Logmore**") and the Customer. This DPA governs the processing of Personal Data in connection to the Service provided by Logmore.

## 1 Definitions

Unless expressly otherwise stated or evident in the context, the following capitalized terms shall have the following meaning.

1.1 **"Data Protection Laws"** means EU laws relating to data protection, privacy and security applicable to the processing of Personal Data under this DPA, including the EU Directive 2002/58/EC and the GDPR and any amendments thereto, as in force from time to time.

1.2 **"GDPR"** means Regulation (EU) 2016/679 of the European parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.

1.3 **"Personal Data"** means the personal data processed by Logmore on behalf of the Customer under the Agreement.

1.4 **"Standard Contractual Clauses"** means EU Standard Contract Clauses for the transfer of Personal Data to third countries as per Decision 2021/914/EU, or any replacing versions thereof, as applicable.

1.5 **"Sub-Processor"** means Logmore's affiliates, and third parties engaged by Logmore in the processing of Personal Data.

All terms used in this DPA and not otherwise defined shall have the meaning set forth in the Agreement. Unless otherwise defined in this DPA or in the Agreement, terms used in this DPA, such as "Controller", "Processor", "Data Subject" and "Personal Data Breach" have the meanings as defined in the GDPR.

## 2 Data Processing

### 2.1 Description of the processing

2.1.1 Logmore acts as a Processor of Personal Data when providing the Service to the Customer and the Customer is the Controller of Personal Data.

2.1.2 The scope, nature, purpose and duration of the processing by Logmore on behalf of the Customer and the types of Personal Data and categories of Data Subjects are set out in Annex 1 (Processing Description).

### 2.2 Instructions for processing

2.2.1 This DPA and the Agreement constitute the Customer's complete written instructions to Logmore for the processing of the Personal Data in accordance with Data Protection Laws.

2.2.2 Any additional or alternate instructions and related costs, if any must be agreed upon separately in writing by the Parties.

2.2.3    Logmore shall inform the Customer without undue delay if it considers an instruction to infringe with the Data Protection Laws.

### 2.3    General obligations of the Parties

2.3.1    The Parties shall comply with this DPA and Data Protection Laws in the processing of the Personal Data.

2.3.2    The Customer shall at all times retain the control and authority of the Personal Data.

2.3.3    Logmore shall ensure that persons authorized to process or have access to the Personal Data are committed to confidentiality or are under an appropriate statutory obligation of confidentiality.

### 2.4    Assistance

2.4.1    Logmore shall inform the Customer, as soon as reasonably practicable, if it receives a request from a Data Subject seeking to exercise his or her rights under Data Protection Laws.

2.4.2    Upon request, Logmore shall assist the Customer, to a reasonable extent by taking into account the nature of the processing and the information available to Logmore, in responding to requests from Data Subjects and in ensuring compliance with the Customer's obligations under the GDPR with respect to Personal Data Breach notifications, data protection impact assessments and consultations with a competent data protection authority.

2.4.3    Logmore shall maintain records of processing activities under its responsibility to ensure Logmore's own compliance as a Processor with Data Protection Laws, and upon the Customer's written request Logmore shall make available to the Customer such records to the extent necessary to demonstrate compliance with Logmore's obligations set out in this DPA and in the Data Protection Laws.

## 3    Information security

3.1    Logmore shall implement and maintain appropriate technical and organizational measures to ensure and appropriate level of security of the Personal Data and to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure for the purposes of the Service.

3.2    In the event of a Personal Data Breach, Logmore shall notify the Customer without undue delay after becoming aware of the Personal Data Breach and take reasonable steps to mitigate any damage resulting from such Personal Data Breach. The notification shall contain at least all information required under Article 33 of the GDPR, including where possible the categories of Personal Data and Data Subjects concerned, likely consequences of the breach and mitigation measures taken. The information may be provided in phases if it is not possible to provide the information at the same time. Logmore shall document the Personal Data Breach and provide the documentation to the Customer upon request.

## 4    Sub-Processors

4.1    The Customer hereby grants a general written authorisation for Logmore to engage Sub-Processors for the purpose of providing the Service under the Agreement, provided that Logmore

(a)    prior to engaging any Sub-Processor informs the Customer in writing of each Sub-Processor and the service it is engaged for, and

(b)  enters into a written contract with the Sub-Processor that contains substantially equivalent obligations as set out in this DPA.

4.2 On the Effective Date of the Agreement, Logmore has engaged the Sub-Processors listed in <u>Annex 1</u> of this DPA.

4.3 Logmore shall inform the Customer in writing of any intended changes concerning the addition or replacement of Sub-Processors, by giving at least thirty (30) days prior written notice in the Service / on its website at logmore.com/legal, giving the Customer sufficient time to be able to object to such change.

4.4 The Customer shall have the right to object to the replacement or addition of a specific Sub-Processor for a justified reason. If the Customer objects to a specific Sub-Processor, the Customer shall be entitled to terminate the Agreement within thirty (30) days from notice by notifying Logmore thereof in writing.

4.5 As between Logmore and the Customer, Logmore shall remain fully liable for all acts or omissions of any Sub-Processor appointed by Logmore pursuant to this Section 4.

## 5 Location and transfer of Personal Data

5.1 The Customer acknowledges that Logmore has engaged with Sub-Processors who transfer or otherwise process Personal Data outside the EEA. Logmore has entered into Standard Contractual Clauses (Processor-to-Processor module) with its Sub-Processors who processes Personal Data outside the EEA to ensure adequate protection for the Personal Data in accordance with Data Protection Laws.

5.2 On the Effective Date of the Agreement, transfers of Personal Data outside the EEA under this DPA are specified in <u>Annex 1</u> of this DPA.

## 6 Audits

6.1 Upon written request to Logmore, and at the Customer's sole cost and expense, and no more than once per calendar year (unless Data Protection Laws require additional audits), the Customer or a third-party auditor approved by Logmore in writing may audit Logmore's compliance with its obligations under this DPA. The Customer and/or the third-party auditor shall prior to such audit, enter into appropriate confidentiality undertakings approved by Logmore. The audit report and related information shall at all times be deemed as Logmore's confidential information.

6.2 The audits shall be conducted during Logmore's regular business hours in a manner least likely to disturb the day-to-day operation of Logmore. Before the commencement of any on-site audit, the Parties shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible.

6.3 The Customer shall bear its own costs for audits (including third-party auditor's costs) and shall reimburse Logmore for its services with regards to the audit.

## 7 Liability

7.1 The limitation of liability clause set out in the Agreement shall apply to this DPA. However, the maximum liability cap set out in the Agreement shall be multiplied by two (2).

## 8      Miscellaneous

8.1     This DPA shall become effective in parallel with the Agreement and shall continue in force until the termination of the Agreement or as long as Logmore processes Personal Data on behalf of the Customer.

8.2     Upon the Customer's instructions, Logmore shall (i) return all Personal Data and copies thereof to the Customer in a commonly used and machine-readable format or (ii) erase or anonymize all Personal Data from all media where copies of Personal Data are stored.

8.3     This DPA is governed by the terms of the Agreement. However, in case of any discrepancy between this DPA and the Agreement, the terms of this DPA shall prevail in matters regarding processing of Personal Data.

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**Annex 1**
**Processing Description**

## 1    Background and purpose

This Annex 1 (Processing Description) is an annex to and forms an inseparable part of the DPA entered into by and between Logmore and the Customer. The purpose of this Annex is to supplement the DPA, where necessary and only to the extent explicitly set forth below.

Unless expressly otherwise stated, the applicable definitions provided in the DPA and the Agreement shall be applied to this Annex.

## 2    Processing Description

| | |
|---|---|
| **Subject matter and purpose(s) of the processing:** | Processing is necessary for the provision of Service and execution of the Agreement. |
| **Categories of Data Subjects:** | Service users (i.e. Employees of the Customer) |
| **Types of Personal Data:** | Logmore will process the following types of Personal Data:<br>• User's name and contact details<br>• Access rights<br>• Name of Customer<br>• IP address<br>• System, authorization and usage data (e.g., timestamps, login data, user ID) |
| **Duration of processing:** | Logmore will process Personal Data during the term of the Agreement or only as long as it is necessary for the provision of such Service or for the compliance with the applicable regulations (such as GDP or other regulation). |

## 3    List of Sub-Processors

Logmore engages the following Sub-Processors under the DPA:

| Company name | Service(s) | Processing location(s) |
|---|---|---|
| Logmore GmbH | Technical support (remote access) | EU |
| Amazon Web Services EMEA SARL | Logmore Cloud Application Layer | EU |
| MongoDB Ltd | Logmore Cloud Persistent Storage Layer | EU |

| | | |
|---|---|---|
| Okta, Inc | User Authentication and IDM Service | EU |
| Twilio Inc | Email delivery | USA |
| Vonage B.V. | Nexmo: SMS delivery provider | EU |