

## General Terms and Conditions for SoftOne Services

### § 1. The service and its provision

§ 1.1 The Parties have agreed that SoftOne AB (publ) (556239-4717) and/or its group companies ("**SOFTONE**") shall provide to the CUSTOMER the software service specified in the mutually signed agreement or offer (the "**Service**") on the terms and conditions set out in the agreement/offer and these General Terms and Conditions (collectively, the "**Agreement**"). To the extent that there are contradictions between these General Terms and Conditions and the terms of the written agreement or offer between the parties, the terms of such written agreement or offer shall prevail.

§ 1.2 The service refers to a so-called Software as a Service (SaaS) service. This means that SOFTONE provides the Service over the internet, and that the CUSTOMER subscribes to the Service from SOFTONE. SOFTONE is responsible for the operation and maintenance of the Service as well as backup at appropriately regular intervals (as per SOFTONE's procedures) of the data or other information made available to SOFTONE by the CUSTOMER or by the authorized user of the CUSTOMER ("**Customer's Data**").

§ 1.3 The Service includes standard service provided by SOFTONE in accordance with the special terms and conditions set out in the SLA Standard Service, cf. [www.softone.se/avtal](http://www.softone.se/avtal) ("**Standard Service**"). Standard Service is free of charge for the CUSTOMER as long as the CUSTOMER's support tickets relate to the functionality of the Service. Basic knowledge of the Service is a prerequisite for the CUSTOMER to be able to use Standard Service. SOFTONE offers training regarding the Service according to separate agreement and separate fees. In no event does SOFTONE assume liability for any hardware, operating systems and/or software supplied or developed by any party other than SOFTONE ("**Third Party Products**") or fixing of bugs or other errors, delays or the like in any Third Party Product.

§ 1.4 By way of the Agreement, the CUSTOMER is granted a non-exclusive and non-transferable license to use the Service in CUSTOMER's own business activities (including a right to give the CUSTOMER's users access to the Service for this purpose), all subject to the limitations set out in this Agreement. Any Third Party Products in the Service may be subject to separate terms and conditions applied by the relevant third party provider. The CUSTOMER is responsible for designating which users are authorized to use the Service. The CUSTOMER has no right to grant any other than designated authorized users the right to use the Service and shall ensure that, at any given time, there is a written list of such authorized users from time to time. SOFTONE shall be entitled to access such list at any time during the term of validity of the Agreement. The CUSTOMER's breach of this Section constitutes a material breach of contract which entitles SOFTONE to terminate the Agreement pursuant to Section 8.3.

§ 1.5 SOFTONE has the right to unilaterally make changes to the Service provided that such change does not adversely affect the Service and that SOFTONE notifies the CUSTOMER of such change as soon as practicable.

§ 1.6 In the event of loss or corruption of Customer's Data, SOFTONE's sole obligation shall be to use reasonable efforts to restore the lost or corrupted data using the most recent backup made by SOFTONE of the Customer's Data. SOFTONE shall have no responsibility for loss or corruption of the Customer's Data which is due to actions by any third party for which SOFTONE is not responsible.

§ 1.7 If the provision of the Service entails a risk of harm to SOFTONE or to another customer of the Service, then SOFTONE may suspend or restrict access to the Service. SOFTONE shall notify the CUSTOMER of such limitation as soon as practicable. Unless otherwise stated in the Agreement on Agreed Service Levels, SOFTONE shall be entitled to implement planned measures that may affect the availability of the Service, if this is required for technical, maintenance, operational or safety reasons. SOFTONE shall promptly carry out any such measure and in such a way as to limit any interference. SOFTONE undertakes to notify the CUSTOMER reasonably in advance and, if possible, to schedule any planned actions to hours outside normal working hours.

§ 1.8 SOFTONE and/or SOFTONE's licensors hold and retain all rights including any intellectual property rights to the Service as well as any associated software (including improvements thereof).

### § 2. SOFTONE's specific obligations, etc.

§ 2.1 SOFTONE shall provide the Service in a professional manner and in accordance with what is specified in the Agreement.

§ 2.2 In the event of a failure by SOFTONE to fulfil the undertaking stipulated in the preceding Section, SOFTONE's sole liability and obligation shall be to promptly take commercially reasonable measures, at its own expense, to rectify the failure. Hence, the CUSTOMER is not entitled to any damages or other similar compensation in the event of such a failure.

§ 2.3 SOFTONE is not responsible for the use of the Service in a manner contrary to SOFTONE's instructions. SOFTONE does not guarantee that the CUSTOMER's use of the Service will take place without interruption or be error-free.

§ 2.4 SOFTONE shall take reasonable measures from time to time to ensure that the Service as such is not in breach of any applicable laws or regulations; SOFTONE shall correct any related deficiencies at no separate cost for the CUSTOMER.

### § 3. CUSTOMER's specific obligations

§ 3.1 The CUSTOMER shall cooperate with SOFTONE and provide SOFTONE with all such assistance as is necessary for SOFTONE to provide the Service and fulfil its obligations under the Agreement. Furthermore, the CUSTOMER shall provide SOFTONE with all required information with respect to the CUSTOMER's IT environment.

§ 3.2 The CUSTOMER is responsible for connecting to the Service and for any equipment and software designated by SOFTONE as required for the use of the Service or which is otherwise obviously required for such use.

§ 3.3 The CUSTOMER is responsible for ensuring that login details, security methods and other information provided by SOFTONE for access to the Service are handled with confidentiality in accordance with Section 6 below. The CUSTOMER shall immediately notify SOFTONE in the event that unauthorized persons have been informed of information pursuant to this Section. The CUSTOMER's breach of this Section constitutes a material breach of contract which entitles SOFTONE to terminate the Agreement pursuant to Section 8.3.

§ 3.4 The CUSTOMER is responsible for, and shall hold SOFTONE harmless in relation to, that the Customer's Data does not infringe the rights of third parties or is otherwise in breach of applicable laws.

§ 3.5 The CUSTOMER undertakes not to use the Service for continuous transmission of data, for example continuous updates of camera images. The CUSTOMER may not use the Service for storing programs, movies or music, unless otherwise agreed. The CUSTOMER shall specifically ensure that all authorized users comply with the provisions of this Section.

## § 4. Price and payment

§ 4.1 The price of the Service and any additional services are set forth in SOFTONE's applicable price list from time to time. SOFTONE has the right to adjust the price list by written notice to the CUSTOMER. Separate charges will apply to any additional services unless otherwise stated in the Agreement.

§ 4.2 Unless otherwise specified in the Agreement, all fees shall be paid in advance. The CUSTOMER shall settle any payments to SOFTONE within the payment term stated on the invoice. In the event of late payment, SOFTONE has the right to charge a statutory reminder fee and interest on late payment using the Swedish Riksbank reference rate plus 8 percentage units. The CUSTOMER's right to Standard Service is also suspended until payment has been duly made. If the parties have agreed on direct debit, SOFTONE reserves the right to adjust the price by a percentage supplement per invoice as specified in the Agreement.

§ 4.3 SOFTONE shall be entitled to adjust all prices on an annual basis correlating with the changes in the Labour Cost Index (LCI) (white-collar) as published by Statistics Sweden, preliminary index, SNI 2007 code J (Information and communication activities), however in no event by less than 2 % per year. The base month for the index calculation shall be July and the change will take effect in October.

§ 4.4 The service is modular and user-based where the CUSTOMER orders and pays for the modules which the CUSTOMER intends to use. If the CUSTOMER wishes to terminate modules previously used, the CUSTOMER shall notify SOFTONE in writing no later than three (3) months before the start of the subsequent contract term. Adjustment of applicable Service fees due to a reduction of modules will take effect as of the next contract term.

§ 4.5 If SOFTONE incurs additional work or costs due to circumstances for which the CUSTOMER is responsible, the CUSTOMER shall reimburse SOFTONE for such additional work and costs as per SOFTONE's then-current price list.

## § 6. Confidentiality

§ 6.1 The Parties are aware that in their contractual relationship they may obtain information regarding, among other things, business or operating conditions in the counterparty's business, including on circumstances relating to the parties' cooperation and this Agreement. Any information received by one party from the other party, whether documented in writing or communicated orally, shall be considered confidential, with the exception of information that is publicly known or becomes publicly known without violating the Agreement. The receiving party may not disclose such confidential information to third parties without the written consent of the other party.

§ 6.2 Each party is responsible for ensuring that the above confidentiality commitments are complied with by the party's personnel and contractors, who shall be informed of applicable stipulations on confidentiality. If requested by a party, a special confidentiality undertaking shall be executed by the other party's personnel and/or contractors.

§ 6.3 The above confidentiality commitments shall survive the termination of the Agreement. The confidentiality commitments set out above do not apply:

- a) information which the party can prove has been made known to it other than in the course of its fulfilling of its obligations under this Agreement;
- b) information that is publicly known or becomes publicly known except through breach of professional secrecy under the Agreement; or
- c) information that a party is required by law, court order or decision by another competent authority, to disclose.

## § 7. Liability

§ 7.1 SOFTONE's liability toward the CUSTOMER for any fault or delay in the Service or for any damage caused to the CUSTOMER as a result of a breach of contract or caused by SOFTONE's negligence, shall, except in the event of SOFTONE's willful misconduct or gross negligence, be limited to direct damages (i.e. excluding any compensation for any indirect damages, including without limitation loss of income, damage to other persons' property, claims by third parties, consequential damages or the like).

§ 7.2 Except as stated in Section 1.6, SOFTONE shall not be liable for any damage or loss suffered by the CUSTOMER due to loss, error or corruption in or of the Customer's Data, or due to any action taken by SOFTONE at the request of the CUSTOMER.

§ 7.3 The remedies provided for in this Agreement shall be the sole and exclusive remedies of the CUSTOMER for any breach by SOFTONE of any representation, guarantee, warranty, undertaking or covenant of SOFTONE contained herein and, hence, any other remedies that would otherwise be available by law, including the Swedish Sale of Goods Act are expressly excluded and shall not apply to this Agreement.

§ 7.4 SOFTONE's liability under this Agreement shall in any event be limited, at any one time, to an amount corresponding to the price/fees paid by the CUSTOMER during the twelve (12) months preceding the date on which the circumstances giving rise to claim occurred. Any claim shall be made by the CUSTOMER in writing and presented to SOFTONE no later than six (6) months from the occurrence of the circumstances giving rise to the claim, failure of which shall forfeit the CUSTOMER's right to claim.

## § 8. Term and termination

§ 8.1 The Agreement shall apply as from the date of signature by the Parties and for the initial term as stated in the Agreement, unless terminated in accordance with this Section 8. Unless otherwise stated in the Agreement, the initial term of the Agreement shall be twelve (12) months calculated from the initial invoicing of the Service.

§ 8.2 Either Party has the right to terminate the Agreement as per the expiry of the current term on condition that notice of termination is served in writing no later than three (3) months before the end of such current term. If such termination does not take place, the Agreement shall be automatically extended one (1) year at a time, with the same notice period.

§ 8.3 Either Party has the right to terminate the Agreement with immediate effect or as per a date no later than three (3) months following the notice (at the terminating party's discretion) if the other party commits a material breach of contract, and does not remedy such breach within thirty (30) days of a written request to take remedial action.

§ 8.4 Further, either party has the right to terminate the Agreement with immediate effect or as per a date no later than three (3) months from the notice (at the terminating party's discretion) if the other party has been declared

bankrupt, enters into composition negotiations, is subject to company reorganization or is otherwise insolvent.

## § 9. Consequences of termination

§ 9.1 The following applies to the parties' relationship in connection with the termination of the Agreement.

- a) All the CUSTOMER's rights to use the Service will cease immediately and automatically.
- b) SOFTONE shall be entitled to delete any Customer's Data in SOFTONE's possession unless, however, the CUSTOMER requests SOFTONE in writing no later than ten (10) days after the termination of the Agreement, to provide the CUSTOMER with a copy of the Customer's Data. If SOFTONE receives such a request, SOFTONE shall make reasonable efforts to deliver a copy of such Customer's Data in SOFTONE's possession at the time of the CUSTOMER's request; provided, however, that the CUSTOMER, at that point in time, has paid all amounts due to SOFTONE under the Agreement. The CUSTOMER shall reimburse SOFTONE for SOFTONE's reasonable costs providing such copy to the CUSTOMER, as described in the foregoing.

## § 10. Force majeure

§ 10.1 If a party is prevented from fulfilling its obligations under the Agreement due to circumstances beyond its control, this shall constitute an exemption basis that entails the advancement of any relevant delivery date as well as exemption from liability for damages and any other possible sanctions; provided, however, that such exemption basis is conditional upon that the party wishing to be exempted informs the other party in writing and without delay of the circumstances preventing performance and requests to be exempted.

## § 11. Other provisions

§ 11.1 Termination and other notices shall be made by courier, registered letter or electronic message to the counterparty's contact person at the address specified by the counterparty. The notification shall be deemed to have been received by the counterparty:

- a) if delivered by courier: at the time of delivery
- b) if sent by registered letter: 5 days after dispatch for postal service
- c) if sent as an electronic message: upon receipt when the electronic message has arrived at the electronic address of the recipient.

§ 11.2 Amendments and additions to the Agreement shall be agreed in writing and signed by the authorized representatives of each Party.

§ 11.3 The Agreement may not be assigned to a third party without the consent of the counterparty. SOFTONE may, however, assign the Agreement to any of its group companies without the consent of CUSTOMER, as well as transfer the right to receive payment under the Agreement.

§ 11.4 SOFTONE may use a subcontractor for the performance of the Service and other obligations under the Agreement. SOFTONE shall be responsible for the performance of the subcontractor as for its own.

§ 11.5 This Agreement shall be governed by Swedish law, without regard to its conflict of laws principles.

§ 11.6 If there is a dispute in connection with or arising out of this Agreement, the parties shall primarily seek to resolve the dispute by negotiation between the parties. If the dispute cannot be so resolved, the dispute shall be finally settled by arbitration in accordance with the Rules of the Arbitration

Institute of the Stockholm Chamber of Commerce. Expedited arbitration shall apply to disputes whose initial value is less than SEK 500,000. Arbitration required by reference to this arbitration clause shall be subject to confidentiality; provided, however, that SOFTONE shall always have the right to take action that may be sought from a competent enforcement agency or public court for purposes of enforcing any payment liability.

# DATA PROCESSING AGREEMENT

between

the CUSTOMER hereinafter referred to as “the Data Controller”

and

SoftOne AB (publ), org.nr 556239-4717, Box 596, Drottninggatan 33, SE-101 31 Stockholm, hereinafter referred to as the Company,

## BACKGROUND

The Data Controller and the Company have entered into an agreement regarding SoftOne Services, hereinafter referred to as the Main Agreement.

Due to the above-mentioned Main Agreement, the Company will have access to personal data for which the Data Controller is the controller.

The Data Controller hereby instructs the Company as a Data Processor to process personal data in accordance with the terms of this Data Processing Agreement.

## 1. DEFINITIONS

In this Data Processing Agreement, the following terms shall be given the meaning set out below; provided, however, that this notwithstanding, it is agreed that any term defined in applicable regulations (as defined below) and used herein, shall be ascribed the meaning set out in these applicable regulations:

"applicable regulations"	means the GDPR and any other applicable laws and regulations relating to the processing of personal data.
"Data Controller"	means the legal entity that, according to this Data Processing Agreement determines the purposes and means of the processing of personal data.
"Data Processor"	means the legal entity processing the personal data on behalf of the Data Controller under this Data Processing Agreement.
"GDPR"	means the Regulation (EU) 2016/679 of the European Parliament and of 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, and repealing Directive 95/46/EC
"personal data"	means any information relating to an identified or identifiable natural person.
"processing"	means an action or combination of measures relating to personal data or sets of personal data, whether automated or not, such as collection, registration.

organisation, structuring, storage, processing or alteration, production, reading, use, extradition by transfer, dissemination or otherwise providing, adjustment or assembly, restriction, deletion or destruction.

"sub-processor"

means a subcontractor hired by the Data Processor to process personal data on behalf of the Data Controller in accordance with the subcontractor's mandate to provide the service.

## **2. PROCESSING OF PERSONAL DATA**

- 2.1 The Data Processor undertakes to process personal data only in accordance with documented instructions communicated from time to time by the Data Controller. The Data Controller's original instructions to the Data Processor regarding the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects are set out in this Data Processing Agreement and in [Appendix 1](#).
- 2.2 When processing personal data under this Data Processing Agreement, the Data Processor shall comply with all applicable data protection laws and applicable recommendations from the Swedish Authority for Privacy Protection (IMY) or any other competent authority. The Data Processor shall approve any changes and additions to this Data Processing Agreement required by applicable data protection legislation.
- 2.3 The Data Processor shall assist the Data Controller in fulfilling its obligations under applicable data protection legislation, including but not limited to the Data Controller's obligation to deal with claims regarding the exercise of the data subjects' rights to information about the processing of their personal data (data statements) and to have personal data corrected, blocked or deleted.
- 2.4 The Data Processor shall immediately notify the Data Controller if an instruction issued pursuant to Section 6 below is in obvious violation of applicable data protection legislation.
- 2.5 The Data Processor undertakes not to disclose or otherwise make personal data processed under this Data Processing Agreement available to third parties without the prior written consent of the Data Controller, with the exception of any sub-processors engaged under this Data Processing Agreement, or pursuant to applicable regulations.
- 2.6 If a data subject, competent authority or other third party requests information from the Data Processor about the processing of personal data covered by this Data Processing Agreement, the Data Processor shall refer such request to the Data Controller, unless applicable regulations stipulate otherwise. The Data Processor may not act on behalf of or on behalf of the Data Controller as its representative, and may not, without the prior consent of the Data Controller, transfer or otherwise disclose personal data or other data relating to the processing of personal data to third parties, unless applicable regulations stipulate otherwise.

If, pursuant to applicable regulations, the Data Processor is required to disclose personal data that the Data Processor processes on behalf of the Data Controller, the Data Processor shall, provided so allowed under applicable regulations, immediately notify the Data Controller thereof as well as request that any personal data so disclosed shall be kept confidential.

### **3. SUB-PROCESSORS**

- 3.1 Under this Data Processing Agreement, the Data Processor shall be entitled to engage sub-processors for the processing of personal data within the EU/EEA without the prior written consent of the Data Controller, subject to Section 3.3 below. The Data Processor shall ensure that any sub-processors are bound by written agreements imposing corresponding data processing obligations as the obligations set forth under this Data Processing Agreement.
- 3.2 Under this Data Processing Agreement, the Data Processor shall be entitled to use sub-processors for the processing of personal data outside the EU/EEA only if the Data Controller has approved this in advance in writing, in which case Section 4 below be observed.
- 3.3 It is acknowledged that the Data Processor shall be entitled to use those sub-processors it has engaged as at the execution of this Data Processing Agreement. If the Data Processor intends to use a new sub-processor to process personal data covered by this Data Processing Agreement, the Data Processor shall notify the Data Controller hereof at least five (5) days before any personal data is shared with the sub-processor. If the Data Controller has not objected to the use of the relevant sub-processor within that time-frame, the Data Controller shall be deemed to have approved and accepted its engagement hereunder.
- 3.4 The Data Processor is liable toward the Data Controller for the sub-processor's performance as for its own.

### **4. TRANSFER TO THIRD COUNTRIES**

- 4.1 The Data Processor shall ensure that personal data is handled and stored within the EU/EEA by legal person established within the EU/EEA, unless otherwise agreed by the parties in writing.
- 4.2 The Data Processor may not transfer personal data to any third country unless the Data Controller has approved such transfer in writing and in advance, in accordance with instructions for this purpose.
- 4.3 Transfer of personal data to third countries for processing under this Data Processing Agreement may only take place if the transfer complies with applicable regulations and meets any requirements set out in this Data Processing Agreement. The Parties shall jointly execute any additional actions and/or agreements required for such third country transfers.

## **5. DATA SECURITY AND PRIVACY**

5.1 In order to assist the Data Controller in the performance of its legal obligations including but not limited to security measures and risk assessments, the Data Processor is obliged to implement any technical and organizational measures necessary to protect the personal data being processed. Such measures shall, at minimum, correspond to an adequate security level, taking into account:

- (i) existing technical solutions;
- (ii) the costs of carrying out the actions;
- (iii) the particular risks associated with the processing of the personal data; and
- (iv) the sensitivity of the personal data being processed.

5.2 The Data Processor shall continuously maintain adequate security for the personal data. The Data Processor shall protect the personal data against destruction, alteration, illegal dissemination and unauthorized access. The personal data shall also be protected against any other form of unlawful processing. Taking into account the current technical level and the costs of implementation and taking into account the nature, scope, context and purposes of the processing, as well as the varying likelihood and degree of risk to the rights and freedoms of individuals, the technical and organizational measures undertaken by the Data Processor shall include, where appropriate:

- (v) pseudonymisation and encryption of personal data;
- (vi) the ability to maintain the confidentiality, integrity, availability and robustness of the systems and services processing personal data;
- (vii) the ability to quickly restore availability and access to personal data in the event of physical or technical incidents; and
- (viii) a process for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures, to ensure the safety of the processing.

5.3 The Data Processor shall, where possible and without undue delay, inform the Data Controller and take all necessary measures in the event of accidental or unauthorized access to personal data or other security incident (personal data breach) when the Data Processor becomes aware of such incident. Such notification shall at least:

- (i) describe the nature of the personal data breach, if possible with the indication of categories and number of data subjects concerned and categories and number of personal data concerned;
- (ii) include the name and contact details of the Data Protection Officer or any other contact point where further information can be obtained;
- (iii) describe the likely consequences of the personal data breach;
- (iv) describe the measures taken or proposed to be taken by the Data Controller to remedy the personal data breach, including, where appropriate, measures to reduce any negative effects.

- 5.4 In the light of 5.1 - 5.2 above, the Parties have agreed on security measures set out in Appendix 2.
- 5.5 The Data Processor is obliged to ensure that only staff who have direct access to personal data in order to fulfil the Data Processor's obligations under this Data Processing Agreement have access to such data. The Data Processor shall ensure that such personnel are subject to confidentiality undertakings regarding these personal data, corresponding to such undertakings of the Data Processor under this Data Processing Agreement.
- 5.6 The Data Processor is aware that the Swedish Act (2018:558) on trade secrets may apply to data processed or disclosed under this Data Processing Agreement.
- 5.7 The confidentiality undertakings set out in this Section 5 shall continue to apply even after the termination of this Data Processing Agreement.

## **6. RIGHT TO REVIEW**

- 6.1 The Data Controller, in its capacity as controller, shall have the right to take the necessary measures to verify that the Data Processor is able to fulfil its obligations under this Data Processing Agreement and that the Data Processor has in fact taken the necessary measures to ensure that these obligations are fulfilled. The Data Processor undertakes to provide the Data Controller with all data and assistance necessary to verify compliance with the obligations set out in this Data Processing Agreement, as well as to enable and participate in such review, including on-site verification, carried out by the Data Controller or any designated third party reviewer (which may not be a competitor of the Data Processor) acting on the Data Controller's behalf.

## **7. TERM**

- 7.1 The provisions of this Data Processing Agreement shall apply as long as the Data Processor processes personal data for which the Data Controller is the controller.

## **8. APPLICABLE LAW**

- 8.1 This Data Processing Agreement shall be governed by and construed in accordance with Swedish substantive law.

## **9. MEASURES WHEN THE PROCESSING OF PERSONAL DATA HAS BEEN COMPLETED**

- 9.1 When this Data Processing Agreement terminates or expires, as applicable, the Data Processor shall, following the Data Controller's decision as communicated to the Data Processor at the latest thirty (30) days after the termination or expiry, as applicable, of the Data Processing Agreement, destroy or return all personal data to the Data Controller and ensure that all sub-processors do the same.
- 9.2 At the request of the Data Controller, the Data Processor shall confirm in writing what measures have been taken regarding the personal data after the processing has been terminated.



## **10. COMPENSATION**

- 10.1 The Data Processor is entitled to compensation for any work or services performed under this Data Processing Agreement. The compensation shall, unless otherwise agreed, be paid on a time and material basis, at the Data Processor's then-current price list.

## **11. LIABILITY**

- 11.1 The limitations on the Data Processor's liability set forth in the Main Agreement shall apply also to this Data Processing Agreement.

## **12. NOTICES**

- 12.1 All notices and other communications under this Data Processing Agreement from one party to the other shall be made in writing and delivered by e-mail, by courier or registered letter to the above-stated address of the other party or to the address of such other party as subsequently registered with the Swedish Companies Registration Office.
- 12.2 Any communication hereunder shall be deemed to have been received by the recipient:
- a) when delivered by courier: at the time of delivery;
  - b) when dispatched by registered letter: on the third (3) working day following the sending party's delivery for dispatch to the other party's address as stated hereinabove or as subsequently registered; or
  - c) when dispatched by e-mail: upon confirmation of receipt from the other party.

## **13. DISPUTE RESOLUTION**

- 13.1 Any dispute arising out of this Data Processing Agreement shall be finally settled by arbitration administered at the Arbitration Institute of the Stockholm Chamber of Commerce, hereinafter referred to as the Institute. The Institute's Rules for Simplified Arbitration shall apply unless the Institute, taking into account the gravity of the case, the value of the dispute and other circumstances, determines that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply to the proceedings. In the latter case, the Institution shall also decide whether the arbitration panel shall consist of one or three arbitrators. The place of arbitration shall be Stockholm and the language of the proceedings shall be Swedish. The Parties shall observe confidentiality of the existence of dispute, arbitration and arbitration.
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## Appendix 1

### Instructions for the processing

<p><b>Purpose</b></p> <p>Specify all purposes for which the personal data is to be processed by the Data Processor.</p>	<p>The purpose of the processing is, where applicable, customer, supplier, payroll and human resources administration and scheduling of working hours within the Business and/or the HR management system.</p> <p>The purpose is also to provide communication opportunities between the employer and staff. This means that staff can see their chosen tasks in an application on the Internet as well as in a mobile application.</p>
<p><b>Categories of tasks</b></p> <p>Specify which personal data will be processed by the Data Processor.</p>	<p>Contact information such as name, e-mail, social security number, telephone number, address and information regarding working hours, sick leave, salary, pictures, etc. depending on the choice of module.</p> <p>Contact details such as name, telephone number, e-mail, address and login details of administrators of the tools of the Data Controller and contact details of the Data Controller for the purpose of fulfilling the Main Agreement e.g. names of authorized signatories</p>
<p><b>Categories of data subjects</b></p> <p>Please indicate for which categories of data subjects the Data Processor will process personal data.</p>	<p>The Data Processor may register and process personal data about the Data Controller's personnel including temporary additional staff, administrators of the Data Controller and contact persons at the Data Controller as part of the performance of the Main Agreement.</p>
<p><b>Processing activities</b></p> <p>Specify which processing activities will be carried out by the Data Processor.</p>	<p>Registration, processing, storage and thinning/filtering of personal data.</p>
<p><b>Place of processing of personal data</b></p> <p>Please indicate all locations where personal data will be processed by the Data Processor.</p>	<p>The EU and the EEA.</p>

<p><b>Thinning / filtering</b></p> <p>Where applicable: specify the time period during which the Data Processor stores personal data.</p>	<p>Personal data may not be stored for longer than is necessary for the purposes.</p> <p>Below are some thinning procedures that the Data Processor and the Data Controller are recommended to comply with within the systems:</p> <p><i>Contact details for staff/auxiliary staff:</i></p> <p>Contact information for staff may be stored in the systems during the time the staff is employed. For extra staff, personal data should be deleted within a reasonable time period, when it is no longer expected that the extra staff will be available. The Data Controller is responsible for continuously ensuring that staff contact details are deleted as soon as these are out of date or when they are no longer required for the purposes of the processing. The Data Processor should ensure that there is functionality for administrators of the Data Controller to delete this data.</p> <p><i>Scheduled working hours:</i></p> <p>Scheduled working hours may need to be saved by the employer (the Data Controller) also for some time after the end of an employment in order to comply with the requirements of Section 47 of the Swedish Act (1997:238) on Unemployment Insurance regarding employer's certificates. Such a request from an individual relates to the work during the previous 12 months, and is generally requested in connection with the termination of an employment. Work hour scheduling should be saved for the current year and for the preceding 12 months. If there is a need for the Data Controller to save the information for a longer period of time, the Data Controller is recommended to save this information in its own HR management systems.</p> <p><i>Sick leave:</i></p> <p>Sick leave, however not the underlying cause, may be registered. Sick leave is a sensitive personal data and should be made treated as highly confidential. There is rarely a reason to retain data concerning an employee's absence after the employment has ended. There may also be a need to screen such information during the course of the employment.</p>
<p><b>Sub-processors</b></p> <p>Please indicate any approved sub-processors.</p>	

## **Appendix 2**

### **Technical and organizational security measures**

SoftOne Group are certified according to the ISO 27001 framework, which is an internationally recognized standard that helps organizations that strive for improved control for information security.

The technical and organizational security measures are in accordance with the measures that the personal data assistant applies under SoftOnes at the time applicable certifications.