

## DATA PROCESSING AGREEMENT

Avidicare AB, reg. no. 556823-9585, a limited liability company duly incorporated under the laws of Sweden, having its principal office in Lund, Sweden ("Avidicare"), and Customer (as defined in the separate licensing agreement for Opragon Online) agree that any data processing activities carried out by Avidicare on personal data provided by the Customer shall be governed by the terms as set out in this DPA.

### 1. Processing of personal data

- 1.1 In the provision of Opragon Online, Avidicare may receive personal data, as defined in article 4.1 of the general data protection regulation (EU 2016/679), (the "GDPR"), processed for purposes determined by the Customer, (the "Personal Data"). The Customer is the data controller of the Personal Data in accordance with the personal data protection laws applicable from time to time, as well as any other applicable law, regulation or equivalent ordinance.
- 1.2 Avidicare undertakes to only process the Personal Data in accordance with the terms of this Data Processing Agreement ("DPA") or other written agreement between the Parties, and only in accordance with the Customer's instructions, Section 3, as well as with the from time to time applicable data protection legislation and any other applicable law, regulation or equivalent ordinance. The Customer is responsible for ensuring that the Avidicare does not process any other categories of Personal Data than those listed in Section 3, and in accordance with the scope stated therein. In case of changes in the documented instructions by the Customer, Avidicare is entitled to reasonable compensation.
- 1.3 In case Avidicare lacks the instructions that Avidicare considers necessary to perform the tasks that the Customer has acquired from Avidicare within the scope of Opragon Online, Avidicare shall, without delay, notify the Customer of its position and await such instructions that Avidicare deems necessary.
- 1.4 Access to the Personal Data shall, within Avidicare's organization, be limited to those who require it for the performance of Opragon Online and who are obligated to observe secrecy by agreement or by law. Avidicare shall take appropriate technical and organizational measures to protect the Personal Data. Such measures shall provide a level of security that is appropriate with regard to the available technology and the cost of the measures, taking into account whether there are any specific risks involved with the processing and the level of sensitivity of the Personal Data. Such measures include:
  - a) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - b) the ability to restore the availability of and access to the Personal Data in a timely manner in the event of a physical or technical incident;
  - c) the pseudonymisation and encryption of the Personal Data when the processing so requires under the applicable law;
  - d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing, when required under the applicable law;
  - e) keeping and updating logs of the Personal Data, the maintenance of a secure IT environment, and establishment and maintenance of physical security measures and procedures; and
  - f) ensuring procedures to immediately notify the Customer of any completed unauthorized access to the data provided by the Customer (including destruction or alteration of the Personal Data).

- 1.5 Avidicare undertakes to, at all times, ensure that relevant personnel complies with this DPA and the Customer instructions, and to ensure that they are kept informed regarding the from time to time applicable data protection legislation.
- 1.6 Avidicare shall, through suitable technical and organizational measures and to the degree it is possible in relation to the nature of the processing, assist the Customer in order for the Customer to be able to fulfil its obligation to respond to requests from the individual data subjects in accordance with the applicable law or regulation. Avidicare shall also in all other aspects assist the Customer in fulfilling its obligations, taking into account the type of processing and the information available to Avidicare, regarding
- (a) security in connection to the processing;
  - (b) notification of any personal data breach to the supervisory authority;
  - (c) communication to the data subject of a personal data breach; and
  - (d) data protection impact assessment and prior consultation;
- to the extent that the obligations in (a)-(d) above are required according to the applicable law or regulation. Avidicare shall be entitled to reasonable compensation for its assistance in accordance with this Section 1.6.
- 1.7 Avidicare undertakes to maintain a written record of the processing of Personal Data including the content stated in article 30.2 of the GDPR. Upon request, the records shall be provided to the Customer.
- 1.8 If, contrary to the GDPR, the Customer does not inform the individual data subject of a personal data breach and the supervisory authority orders Avidicare to rectify the deficiency, the Customer shall compensate the costs of Avidicare to adhere to the order of supervisory authority.
- 1.9 Avidicare has the right to appoint another processor (a so-called sub-processor) for the processing of the Personal Data. Avidicare shall inform the Customer that Avidicare intends to appoint another or replace a sub-processor at least 10 working days before such an appointment or replacement takes place. Avidicare may notify the Customer of new sub-processors by updating a list available on Avidicare's website. If the Customer objects to the appointment of such sub-processor that the Customer has been informed of according to this Section 1.9 before the appointment, Avidicare cannot appoint the sub-processor for the processing of the Personal Data, provided that the Customer had a justifiable reason for its objection. The term "justifiable reason" as referred to in this Section refers to circumstances on behalf of the sub-processor that, to a considerable degree affects, or likely will affect, the protection of the personal integrity of the individual data subject, for example if the new sub-processor does not fulfil the requirements on personal data processors in the GDPR or any other relevant privacy legislation. If Avidicare engages such sub-processor, Avidicare shall ensure that the sub-processor by agreement undertakes the same data privacy obligations as arising out of this DPA. Avidicare is fully responsible towards the Customer for such undertakings of the sub-processor.
- 1.10 Unless otherwise agreed upon in writing between the Parties, Avidicare has the right to transfer personal data outside the EU/EEA. Avidicare undertakes to only transfer or process personal data outside the EU/EEA when such transfer or processing is lawful under article 45-47 of the GDPR.
- 1.11 The Customer has the right to information and the right to audit the performance of Avidicare's obligations under the DPA. Avidicare shall allow and contribute to such audits, including inspections, carried out by the Customer or an auditor engaged by the Customer. If the Customer wishes to carry out an inspection, the Customer shall inform Avidicare of such inspection within reasonable time before the inspection and at the same time specify the content and scope of the inspection. Avidicare has right to compensation of its reasonable costs in relation to such an inspection or other audit. Unless otherwise

agreed upon in writing, the inspection can only be performed if an audit according to the GDPR cannot be fulfilled through the provision of information by Avidicare.

- 1.12 An inspection according to Section 1.11 requires that the Customer, or an auditor appointed by the Customer, has agreed upon necessary confidentiality obligations and adheres to the safety regulations on the place of inspection. It also requires that the inspection is performed without the risk of disrupting the business operations of Avidicare or the protection of the information of other controllers and personal data. Information that is gathered as part of an audit, including inspections, shall be deleted after the audit is completed or when it is not necessary for the purpose of the audit.
- 1.13 Avidicare shall immediately inform the Customer if Avidicare believes that an instruction is contrary to applicable law, regulation or equivalent ordinance. Avidicare shall be prepared to comply with decisions made by the Swedish Data Protection Authority on measures to comply with the safety requirements of applicable law.
- 1.14 Avidicare shall without delay notify the Customer regarding any contact with a competent supervisory authority that concerns, or could be of importance for, Avidicare's processing of Personal Data. Avidicare does not have the right to represent the Customer or act on its behalf in relation to the supervisory authority.
- 1.15 Upon discontinuation of Avidicare's processing of the Personal Data (e.g. due to the Customer giving instructions that the processing should be discontinued or that the DPA is terminated in accordance with Section 2.1 below), Avidicare shall return, delete, or anonymize all data containing personal data covered by this DPA and all media on which such data is stored. Avidicare shall also delete or anonymize existing copies of all such data, e.g. from backup systems, unless Avidicare has a legal obligation to retain the Personal Data under union or member state law. For clarity, no inadvertent failure of Avidicare to return, anonymize or destroy any particular copy constitutes a breach under this section, so long as Avidicare uses commercially reasonable and industry standard measures to limit and destroy such copies, and, upon becoming aware of the existence of such copy, destroys it pursuant to this section.

## **2. Miscellaneous**

- 2.1 This DPA shall enter into force on the effective date of the Agreement. The DPA shall terminate simultaneously with the Agreement, however, at the earliest when Avidicare has ceased all processing of the Personal Data.
- 2.2 Avidicare has no right to transfer its rights or obligations under this DPA, in whole or in part, without the Customer's prior written consent.
- 2.3 If applicable data protection legislation change during the period of this DPA, or if a competent supervisory authority issues guidelines, decisions or rules regarding the application of the applicable data protection legislation, that results in this DPA to no longer meet the requirements provided for data processing agreements, or if the agreement or agreements that regulate Opragon Online change, this DPA shall change to accommodate such new or additional requirements and/or changes. Any such change shall enter into force on the day that the Customer states, but not earlier than five days after notice of such change was sent to Avidicare. Avidicare has right to compensation for its reasonable costs incurred by such a change of this DPA.
- 2.4 In addition to what is applicable under the Agreement, for the period of this DPA and thereafter, Avidicare undertakes not to disclose the Personal Data to any third party other than as permitted by this DPA. The Personal Data may only be disclosed to such employees of Avidicare for which the Personal Data is necessary to perform their tasks, to a competent supervisory authority, or otherwise when disclosure of

the Personal Data is required by law. It is the responsibility of Avidicare to ensure that employees that are likely to come in contact with the Personal Data have undertaken to keep the Personal Data confidential to the same extent as Avidicare is required under this DPA.

- 2.5 This DPA shall be governed by and construed in accordance with Swedish law. Disputes concerning the interpretation or application of this DPA shall be settled in accordance with the Agreement.
- 2.6 Avidicare will collect, retain, use and process Personal Data only in Avidicare's capacity as a service provider to Customer and End Users and only in accordance with the Customer's instructions; will not collect, retain, use or process Personal Data outside the business relationship of such parties; and will not collect, retain, use or process Personal Data except for the purpose of providing Opragon Online, and for no other commercial purpose, except as required or permitted by law.

### 3. Customer's instructions

Below are the instructions of the Customer, as stated in Section 1.2 of the DPA. Instructions given at a later date which makes reference to the DPA replace the ones provided below.

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| Categories of data subjects | Customer and Customer's employees (end users).  |
| Types of Personal Data      | E-mail address, phone number.   |
| Processing purposes         | Data is processed to enable the Customer and end-users to access and make use of Opragon Online. <ul style="list-style-type: none"> <li>• Providing Opragon Online</li> <li>• Providing support</li> <li>• Communication with end-user</li> <li>• Trouble shooting</li> </ul> |
| Nature of the processing    | Collecting, storing, viewing, and use.  |
| Retention period            | As long as Customer has an active subscription, however personal data will not be kept for a period longer than six (6) months thereafter.  |