

## FRAMERY DATA PROCESSING AGREEMENT

This DPA (as defined below) applies to all personal data processed by Framery on behalf of Controller under the Agreement (as defined below), as further specified in the Section 2.1.

### 1 Definitions

- 1.1 For the purposes of this DPA, unless expressly otherwise stated or evident in the context, the following terms have the following meanings, the singular (where appropriate) includes the plural, and vice versa, and references to Schedules and Sections mean Schedules and Sections of this DPA. In case a definition provided in this DPA and a definition provided in the Agreement conflicts, for the purposes of this DPA the definition provided in this DPA shall prevail.
- 1.2 The terms “controller”, “data subject”, “personal data”, “personal data breach”, “processor”, “processing” and “supervisory authority” as well as any other possible terms related to processing of personal data shall have the meaning set forth in and be construed in accordance with the GDPR and other Data Protection Law as applicable.
- 1.3 “Agreement” means agreement regarding MyFramery Terms and Conditions concluded between Framery and Controller governing the use and provision of the Services.
- 1.4 “Controller” means the purchaser of the Services defined in the Agreement or other relevant documentation applicable to the Services.
- 1.5 “Contract Year” shall have the meaning given to it in the Agreement.
- 1.6 “Data Protection Law” means the legislation and regulation applicable to processing of personal data subject to this DPA, including without limitation the GDPR and Finnish Data Protection Act (1050/2018).
- 1.7 “DPA” means this Data Processing Agreement.
- 1.8 “EU/EEA” means European Union / European Economic Area
- 1.9 “Framery” means Framery Oy (Business ID 2352713-9).
- 1.10 “GDPR” means the General Data Protection Regulation (EU) 2016/679, including any amendments thereto.
- 1.11 “Processing Description” shall have the meaning set out in Section 2.2.1.
- 1.12 “Processing Services” shall have the meaning set out in Section 2.1.1.
- 1.13 “SCCs” abbreviation for standard contractual clauses, means the standard data protection clauses adopted by the European Commission or adopted by competent data protection regulatory authority and approved by the Commission as appropriate

safeguards for personal data transfer in accordance with the GDPR.

- 1.14 “Services” shall mean the MyFramery control system and reservation management portal for the pods that Framery provides to the Controller and the Controller uses on the terms and conditions set out in such Agreement.

- 1.15 “Sub-processor” means another processor engaged by Framery to processing of personal data on behalf of Controller.

### 2 Processing of personal data

- 2.1 Subject matter of the processing
- 2.1.1 Under the Agreement, certain Services are based on the Controller and the Controller’s employees gaining access to a software and, in that connection, on the processing of personal data controller by the Controller. Accordingly, the purpose of the personal data processing is to provide such Services to Controller and the processing is by nature inseparable part of such Services. Subject matter of the processing comprises activities where Framery processes personal data solely for and on behalf of Controller (the “Processing Services”). Controller considers the Processing Services to implement appropriate technical and organizational measures to meet the requirements of the Data Protection Law and ensure the protection of the rights of the data subjects.
- 2.1.2 The Processing Services are separate from the processing of personal data that Framery carries out for its own purposes while providing the Services or products under the Agreement.
- 2.1.3 For the purposes of the Processing Services, Controller shall be the controller and Framery shall be the processor for the personal data concerned.
- 2.1.4 For the sake of clarity, notwithstanding anything contrary to this DPA, Framery shall have a right to process same or similar personal data as processed as part of the Processing Services also for its own separate purposes and may without any encumbrances continue such processing also after the termination of the Agreement.
- 2.2 Description of the processing
- 2.2.1 The Services involving the Processing Services is MyFramery software service and the category of data subjects related thereto is the Controller’s personnel using the Services. The types of personal data involved in the Processing Services are the name of MyFramery users (main users), company and position details, contact details, username and password, and pseudonymised data concerning users of Framery products, to which MyFramery is installed.
- 2.2.2 If there are changes in the Processing Services, the Parties shall appropriately document the changes and update the Processing Descriptions. The Processing Descriptions should be dated accordingly

and include version management details, where applicable.

### 3 Obligations of the processor

3.1 When processing personal data on behalf of Controller, Framery shall:

3.1.1 process the personal data only on documented instructions from Controller including with regard to transfers of personal data outside EU/EEA unless required otherwise by applicable EU or national legislation, provided that such instructions do not amend the agreed Services. If Framery may not obey the instructions given by Controller, Framery shall inform Controller of the grounds for the refusal, unless the applicable legislation restricting the deployment of the instructions prohibits giving such information. Controller acknowledges that the Services, to which the processing relates, are provided in a similar manner to all customers of Framery and for that reason Framery has very limited possibility to take customer-specific instructions for the processing;

3.1.2 immediately inform Controller if, in its opinion, any instruction given by Controller infringes the Data Protection Laws or other applicable legislation;

3.1.3 ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

3.1.4 ensure the security of processing by all measures laid down in the Agreement and otherwise reasonably required, which Controller agrees to suffice considering the Article 32 of the GDPR;

3.1.5 notify Controller of any personal data breach affecting the Processing Services without undue delay after having become aware of the personal data breach, and shall assist Controller to mitigate adverse effects of such personal data breach;

3.1.6 taking into account the nature of the processing, assist Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights under the Data Protection Law;

3.1.7 taking into account the nature of processing and the information available to Framery, assist Controller with reasonable effort in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR with regard to security of processing, data breach notifications, data processing impact assessment and prior consultation of supervisory authority.

### 4 Sub-processors

4.1 Framery has a right to engage Sub-processors to the Processing Services. Framery shall notify Controller of used Sub-processors only upon Controller's written request. If Framery is engaging new Sub-

processors, Framery shall notify Controller of used Sub-processors thereby giving Controller the opportunity to object such processing. Such objections shall be provided to Framery in writing within seven (7) calendar days after the notification by Framery. However, Controller shall not object any changes in the engaged Sub-processors, if such objection (i) prevents Framery from using Framery Affiliates as Sub-processors, (ii) prevents Framery from complying with its obligations under the Agreement, or (iii) is made on unreasonable grounds. The Controller acknowledges and agrees that in case it objects to the use of or change with respect to any Sub-processor, Framery may no longer be able to provide the Services to the Controller.

4.2 Framery shall impose on the Sub-processor the same obligations related to the processing of personal data as set out in this DPA by a separate agreement. Where the Sub-processor fails to fulfil the imposed data protection obligations, Framery shall remain liable for the performance of such.

### 5 Location and transfers of data

5.1 Framery shall have a right to process personal data in countries that provide adequate level of data protection as set out in the Data Protection Law.

5.2 Should the provision of the Processing Services require that the personal data are transferred outside EU/EEA to country that the EU Commission has not found to provide an adequate level of protection, Framery has a right to transfer personal data to a recipient outside EU/EEA that has employed an approved code of conduct or certification mechanism under the GDPR together with binding and enforceable commitments to appropriately safeguard processing of personal data.

5.3 Should the provision of the Services require that the personal data are transferred outside EU/EEA to country that the EU Commission has not found to provide an adequate level of protection and to which other safeguards shall not apply, the Parties shall (with third party transferor or transferee, if applicable) execute the applicable SCCs.

### 6 Compliance

6.1 Upon request by Controller, Framery shall make available to Controller all information reasonably required to demonstrate compliance with the obligations laid down in the Art. 28 of the GDPR. Framery has no obligation to disclose its trade secrets or information that would risk its business.

6.2 Controller shall be entitled to once per Contract Year perform audit by third party independent auditor in order to ascertain that Framery complies with this DPA. Controller shall notify Framery within sixty (60) working days' prior to such audits. The third party independent auditor may not be direct or potential competitor of any kind to Framery. The audits shall be performed during the normal working hours and shall not unreasonably disturb the operations of Framery.

6.3 Controller shall reimburse Framery for any costs and expenses accrued in connection with audits set out in this Section 6.

## 7 Duration and termination of the processing

7.1 The duration of the processing of personal data is conditional to the provision of the Processing Services and shall endure until the data has been deleted or returned under the Section 7.2.

7.2 After the end of the provision of the Processing Service, Framery shall, upon request by Controller, delete or return all personal data concerned to Controller, unless Data Protection Laws or other applicable laws require storage of the personal data. Unless otherwise agreed, Framery has no obligation to retain personal data for and on behalf of Controller after the end of provision of Processing Service.

## 8 Miscellaneous

8.1 This DPA shall form an integral and inseparable part of the Agreement governing the use of the Services. Unless otherwise expressly agreed herein, the provisions of the Agreement (for the sake of clarity, including, but not limited to, Sections 5 (Limitation of Liability), and 7 (Jurisdiction and Applicable Law) of the Agreement) shall apply also to this DPA.

8.2 In the event of conflict between this DPA and the Agreement, the provisions set out in this DPA on personal data processing shall prevail over those of the Agreement.