



BizView365 Data Processor Agreement

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The Customer consenting to these terms (the "**Customer**" or the "**Data Controller**") and the entity responsible for providing BizView365 in your region or Country (or any entities owned by Bizview Systems AB, reg.no. 556617-5450 ("**BIZVIEW SYSTEMS**" or the "**Data Processor**") have entered into this Data Processor Agreement (this "**DPA**") as an appendix to the Agreement This DPA will replace any previously applicable data processor agreements or terms previously applicable to privacy, data processing and/or data security between the parties. Defined terms in the Agreement shall have the same meaning when used in this DPA, if not otherwise stated.

1. DEFINITIONS

"Agreement"	shall mean the terms and conditions for BIZVIEW 365 software as a service.
"BIZVIEW SYSTEMS"	shall mean Bizview Systems AB, reg.no. 556617-5450.
"Customer"	shall have the meaning set out in the Agreement.
"Data Controller"	shall have the same meaning as the "Customer".
"Data Subjects"	shall have the meaning set out in Section 4.
"Data Processor"	shall mean BIZVIEW SYSTEMS.
"DPA"	shall mean this Data Processor Agreement.
"Personal Data"	shall mean all information pertaining to an identified or identifiable natural person, whereupon an identifiable natural person is a person who may be directly or indirectly identified particularly by reference to an identifier such as a name, an identification number, localisation data or online identifier or one or more factors specific to that natural person's physical, physiological, genetic, psychological, economic, cultural or social identity
"Personal Data Regulation"	shall have the meaning set out in Section 2.
"Processing"	shall mean a measure or combination of measures in respect of Personal Data or sets of Personal Data, whether carried out automatically or not, such as the collection, registration, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
"Regulation"	shall mean 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 (General Data Protection Regulation).
"Sub-processor"	shall mean a party retained by BIZVIEW SYSTEMS to Processing, as Data Processor of BIZVIEW SYSTEMS, Personal Data on behalf of BIZVIEW SYSTEMS.
"Territory"	shall mean EU/EES.
"Uncontrolled Personal Data"	shall have the meaning set out in Section 1 of Bizview 365 Privacy Policy.

2. BACKGROUND

This DPA shall provide for the Processing of Personal Data in accordance with the Regulation and any new Swedish legislation which replaces the Personal Data Act with regulations which implements the Swedish General Data Protection Regulation (jointly called "**Personal Data Regulation**" in the following).

3. PURPOSE OF THIS DPA

This DPA governs the Data Processor's Processing of the Personal Data on behalf of the Data Controller to perform its Services under the Agreement. The Data Processor shall Process the Personal Data only for the approved purpose and in accordance with applicable laws, this DPA and the Agreement. The purpose of the Processing, duration of processing, type of processing and types of Personal Data to be Processed is covered in this DPA and ensures that Personal Data is Processed in accordance with the requirements of the Personal Data Regulation. The Data Processor shall Process Personal Data in the manner described in this DPA.

4. PERSONAL DATA TO BE PROCESSED

The Data Processor will Process Personal Data related to individuals ("**Data Subjects**") as described in Section 1 (Personal Data in BizView365) of Bizview365 Privacy Policy. Data Controller may after the written approval from the Data Processor submit Uncontrolled Personal Data to the Service which may include, but is not limited to the Data Controller's contacts, employees, contractors, collaborators, customers, prospects, suppliers and subcontractors. Personal Data will be Processed for purposes of providing the Services set out, as further instructed by Data Controller in its use of the Services, and otherwise agreed to in this DPA.

5. DATA PROCESSOR RIGHTS AND DUTIES

The Data Processor confirms that it will implement appropriate technical and organizational measures that ensure that all Processing under this DPA meets the requirements of the Personal Data Regulation and ensure the protection of the rights of the Data Subject. The Data Processor shall only Process the Personal Data under the instructions given by the Data Controller. The Data Processor shall be able to document such instructions if requested. The Data Processor shall not Process the Personal Data in any other way than instructed or necessary to provide the Services or undertake the obligations requested by the Data Controller.

Access to Personal Data

The Data Processor will not have access any other Personal Data than what is necessary to perform its tasks as a Data Processor. The Data Controller may give the Data Processor limited permission to access Personal Data for support purposes, but not without consent from the Data Processor. The Data Processor shall not use Personal Data for any other purposes than the ones that are listed in Section 6 (How Bizview uses personal information) of Bizview365 Privacy Policy.

Secrecy

The Data Processor and its Sub-processors have a duty of confidentiality regarding Personal Data that he or she has access to as a result of this DPA and/or the Agreement and Processing of Personal Data, and shall ensure that persons authorized to Process the Personal Data have committed themselves to Processing the information confidentially or subject to an appropriate statutory duty of confidentiality. This provision also applies one (1) year after the termination of this DPA, if the content of the information has not been public known within this period. The Data Controller is responsible for updating and correcting Personal Data that is wrongfully registered. The Data Processor shall not disclose any information or information it Processes to any third party without informing the Data Controller. Inquiries of such information to Data Processor, the Data Processor shall pass on to the Data Controller as soon as possible. Any requests with regard to the Personal Data or the Processing from third parties or the Data Subject shall be forwarded to the Data Controller without undue delay if not otherwise agreed in this DPA or by instruction by the Data Controller. If the Data Processor is in the opinion that an instruction by the Data Controller infringes the Personal Data Regulation, the Data Processor shall immediately inform the Controller. The Data Processor is however obligated to perform its duties under this DPA and any instructions by the Data Controller regardless its opinion on infringement.

6. DATA CONTROLLERS RIGHTS AND DUTIES

The Data Controller determines the purposes of the Processing of Personal Data and has the rights described in Section 8 (What are my rights?) of the Bizview365 Privacy Policy. The Data Controller retains the formal control of and all ownership and rights to the Personal Data. The Data Processor shall have no rights in or to the Personal Data other than the non-exclusive, revocable and time limited right to Process the Personal Data for the approved purpose. The Data Controller may in its sole discretion withdraw consent(s) given relating to the use of the Service. In such event the Data Controller will provide an explanation to Data Processor setting out the reason behind the withdrawal. The Data Processor cannot guarantee that the Service will function without these approvals. Any dysfunctions in the Service as a result of withdrawn approval, does not affect the term of this DPA.

The Data Controller shall be solely responsible for complying with the statutory requirements relating to data protection and privacy, in particular regarding the disclosure and transfer of Personal Data to the Data Processor and the Processing of Personal Data. For the avoidance of doubt, Data Controller's instructions for the Processing of Personal Data shall comply with the Personal Data Regulation.

The Data Controller is responsible to report to the Data Processor any Uncontrolled Personal Data by using the "BizView365 Specification of the Processing of Personal Data" form, and must fulfill any legal requirements for Processing Personal Data according to Personal Data Regulation or other law. The report from Data Controller shall contain name and contact details of the Data Controller, description of the Personal Data, the purpose of the Processing and where the Personal Data will be stored within the customer BizView365 database. If such specification is approved by the Data Processor, the Data Processor will accept its rights and duties also in relation to such Personal Data.

7. DATA SUBJECT REQUESTS

The Data Processor will enable the Data Controller to respond to requests from Data Subjects to exercise their rights under the applicable Personal Data Regulation in a manner consistent with the functionality of the Service. To the extent that the Data Controller does not have the ability to address a Data Subject request, the Data Processor shall, upon the Data Controller's request, provide reasonable assistance to the Data Controller to facilitate such Data Subject request to the extent able and only as required by applicable Personal Data Regulation.

The Data Processor will provide reasonable assistance, including by appropriate technical and organizational measures and taking into account the nature of the Processing, to enable the Data Controller to respond to any request from Data Subjects seeking to exercise their rights under the Personal Data Regulation with respect to Personal Data (including access, rectification, restriction, deletion or portability of Personal Data, as applicable), to the extent permitted by law. If such request is made directly to the Data Processor, the Data Processor will promptly inform the Data Controller and will advise the Data Subjects to submit their request to the Data Controller. The Data Controller shall be solely responsible for responding to any Data Subjects' requests.

Any work or cost related to the Data Processor assisting the Data Controller in matters related to Data Subjects requests will be invoiced separately according to the Data Processor's current consulting price list.

8. USE OF API AND 3RD PARTIES

The Data Processor is not responsible for Personal Data processed by third parties through the Data Processors WebAPI. The Data Controller is obliged to read and accept any terms or consents made available from any third party accessing the BizView365 data via the WebAPI.

9. SECURITY AND NOTIFICATIONS

The Data Processor shall implement and use technical and organizational security measures in such a way that Processing of Personal Data will meet the requirements of the Personal Data Regulation and appropriate to prevent the harm which might result from any unauthorized or unlawful Processing, loss, destruction, damage, alternation to or disclosure of the Personal Data and having regard to the nature of the Personal Data which is to be protected. The Data Processor shall comply with the requirements to security given in the Personal Data Regulation. The Data Processor shall provide documentation of technical and organizational measures implemented to ensure the security of the Personal Data upon the request of the Data Controller. Security audits shall be performed regularly by the Data Processor. Audits may comprise review of routines and processes, inspections, tests, more comprehensive controls and other relevant control activities. A summary of the audit may be available for the Data Controller.

Notification of a Personal data breach

If the Data Processor becomes aware of any Personal Data breach, the Data Processor shall without undue delay, notify the Data Controller and fully cooperate to remedy the issue as soon as reasonably practicable. The notice shall at least contain the following information:

- description of the Personal Data breach including summary of the incident that caused the Personal Data breach, including where possible, the categories and approximate

number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

- description of the circumstances of the Personal Data breach (e.g. loss, theft, copying);
- description of the likely consequences and potential risk that the Personal Data breach may have towards the affected Data Subject(s);
- description of the measures proposed or taken by the Data Processor and/or the Sub-processor, as applicable, to address the Personal Data breach; and
- description of any further information which may be relevant in relation to the Personal Data breach or its mitigation, especially information which the Data Controller identified as relevant information earlier.

If not all the information above may be given in the first notice, the information shall be provided as soon as possible.

Notice will be posted by e-mail or phone if the breach only affect individual Data Controllers. The Data Processor's Technical Customer Service shall be available for expedient assistance to clarify and respond to any follow up questions that the Data Controller may have.

Depending of the nature of the Personal Data breach the Data Controller may be obliged to make a report to the Data Protection Authority in the country it resides. The Data Processor does not have to make a report to any Data Protection Authority on behalf of the Data Controller, unless this is expressly required by applicable law or the Data Controller have instructed the Data Processor to do so. The Data Processor shall without undue delay, notify the Data Controller if it receives a request from any Data Protection Authority or other governmental body requiring the Data Processor or any of its Sub-processors to grant the Data Protection Authority or other applicable governmental body access to Personal Data. Such notice shall wherever possible, and to the extent permitted by applicable laws, be given prior to any disclosure by the Data Processor. The Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes applicable laws.

10. STORAGE AND TRANSFER

Personal Data covered by this DPA will only be stored at locations described in Section 10 (Where does BizView365 process and store data?) of the Bizview365 Privacy Policy and during the time frames stipulated in Section 11 (How long does BizView365 store data – Deletion of Personal data) in the Bizview365 Privacy Policy. Personal Data shall only be transferred to third countries, i.e. countries outside EU/EEA which ensure an adequate level of protection, upon explicit agreement or instructions by the Data Controller. The Data Processor shall not transfer or give access to the Personal Data to persons in third countries without the explicit approval by the Data Controller. The consent or instruction given by the Data Controller must cover the country which the Personal Data shall be transferred to or accessed from. For transfer to or access from third countries for Personal Data it is required that the appropriate safeguards including with regard to the rights of Data Subjects is complied with.

11. SUB-PROCESSORS

The Data Processor is hereby authorized by the Data Controller to use any relevant Sub-processor on Data Controller's behalf for the above-mentioned purpose and within the Territory. The Processing of the Personal Data shall only take place in technological environments controlled by the Data Processor and Sub-processor in the Territory. The Data Processor shall ensure that any Processing of Personal Data by Sub-processor

complies with the requirements set out under this DPA. This includes verifying that the security measures implemented by a Sub-processor ensure at least the equivalent level of protection to that required of the Data Processor under this DPA. Any Sub-processor shall be informed of the Data Processors obligations under this DPA and the obligations under the Personal Data Regulation, and the Sub-processor shall be imposed the same obligations as the Data Processor set forth in this DPA in a written, binding agreement where in particular the Sub-processor is providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the Personal Data Regulation. The Data Processor will, based on request from the Data Controller, within a reasonable timeframe deliver information about which Sub-processors are applicable at the time.

12. LIMITATION OF LIABILITY

The Data Processor shall, in relation to the Data Controller, be liable for losses which arise as a consequence of the Processing of Personal Data only in the event the Data Processor has not performed its obligations in accordance with the Personal Data Regulation specifically applicable to the Data Processor or has acted beyond, or in contravention of, this DPA or otherwise in contravention of instructions.

The Data Processor shall not be liable in accordance with the above in the event the Data Processor can demonstrate that it is not responsible in any respect for the event causing the loss and the Data Processor's total liability for losses shall be limited to twelve months Service Fees.

The Data Controller undertakes to compensate the Data Processor for any compensation, damages or suchlike which the Data Processor – by settlement, judgment or comparable – is ordered to pay provided that the claim is based on the Data Controllers inadequate or erroneous instructions to the Processor.

13. TERM AND TERMINATIONS

This DPA shall be effective and stay in force as long as the Data Processor (and its permitted Sub-processors) Processes Personal Data on behalf of the Data Controller in the context of the Agreement. In case of breach of this DPA, the Data Controller may instruct the Data Processor to stop further Processing of the information with immediate effect. Upon termination of this DPA, regardless of reason, The Data Processor shall, at the discretion of the Data Controller, delete or return all Personal Data to the Data Controller after the services associated with the Processing are delivered, and delete existing copies, unless there is a legal requirement that the Personal Data will continue to be stored. Any export assistance concerning return of Personal Data performed by the Data Processor is invoiced according to the Agreement. The Data Controller shall receive a confirmation from the Data Processor that the duties in the above paragraph have been complied with.

14. CHOICE OF LAW AND DISPUTE REGULATIONS

Any dispute, controversy or claim arising out of or in connection with this DPA shall be settled in accordance with Section 10 of the Agreement (arbitration).

15. OTHER DUTIES AND RIGHTS

Other duties and rights between the parties may be subject to the Agreement or other agreements between the Data Controller and the Data Processor. If the Agreement is transferred, this DPA shall be transferred accordingly.