

## DATA PROCESSING AGREEMENT

This Data Processing Agreement ("**DPA**") is entered into between

1. IT Relation A/S, CVR: 27001092, Dalgas Plads 7B, 1. , DK-7400 Herning, info@itrelation.dk ("**Controller**")

and

2. Competella AB, reg. no. 556781-5070, Fleminggatan 48, 112 33 Stockholm, Sweden, info@competella.com ("**Processor**"),

hereinafter also referred to separately as "**Party**" and jointly as "**Parties**".

### 1 BACKGROUND AND PURPOSE

- 1.1 As part of the performance of the Services stipulated in the agreement *Competella Cloud Services Agreement* entered into by and between the Parties ("**Services Agreement**"), the Processor is receiving and processing personal data on behalf of the Controller ("**Personal Data**"). The purpose of this DPA is to ensure the protection and security of the Personal Data in accordance with Applicable Data Protection Laws.

### 2 DEFINITIONS

The definitions set out in the GDPR shall apply to this DPA. In addition to the definitions in the GDPR, the terms shall have the following meaning:

**Applicable Data Protection Laws** refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("**GDPR**"), and such national legislation implementing the GDPR.

**Applicable Laws** refers to Applicable Data Protection Laws and any other applicable Union or Member State laws.

**Services** refers to the Services provided under the Service Agreement and other consulting services as may be requested by the Controller from time to time.

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<b>Services Agreement</b>	refers to the agreement <i>Competella Cloud Services Agreement</i> entered into by and between the Parties.
<b>Sub-Processor</b>	refers to a subcontractor to the Processor and which is processing Personal Data in accordance with its duties to provide Services to the Processor.
<b>Personal Data</b>	refers to personal data processed on behalf of the Controller.
<b>Usage Data</b>	refers to personal data in call logs and statistics.

### 3 CONTROLLER'S OBLIGATIONS

- 3.1 The Controller agrees and warrants that the Controller's processing of Personal Data under the Services Agreement is lawful in accordance with Applicable Data Protection Laws.
- 3.2 The Controller agrees and warrants that it will only provide the Processor with Personal Data necessary for the purpose of performing the Services.
- 3.3 The Controller agrees and warrants that it has instructed and, throughout the duration of the Personal Data processing made in conjunction with the provision of the Services, will instruct the Processor to process Personal Data on Controller's behalf. Such instructions shall enable the Processor to fulfil its obligations under this DPA and Applicable Data Protection Laws and shall at a minimum address 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.
- 3.4 The Controller agrees and warrants to provide necessary information and documentation to the Processor, upon request, for the fulfilment of the Processor's obligations under Applicable Data Protection Laws.

### 4 PROCESSOR'S OBLIGATIONS

- 4.1 The Processor agrees and warrants that it will process Personal Data in accordance with Applicable Data Protection Laws, the Services Agreement, this DPA and any additional instructions from the Controller. However, the Processor shall have the right to process Personal Data without instruction from the Controller if it is required by Applicable Laws. Before initiating such processing, the Processor shall inform the Controller of that legal requirement, unless the relevant law prohibits such information on important grounds of public interest.
- 4.2 The Processor shall immediately inform the Controller if, in its opinion, an instruction infringes Applicable Laws and thereafter await new instructions from the Controller. This provision does not apply if the Processor is prevented from giving such information to the Controller pursuant to Applicable Laws.

- 4.3 The Processor agrees and warrants it will not disclose the Personal Data to any third party or otherwise process Personal Data in violation of this DPA.
- 4.4 The Processor agrees and warrants that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.5 Taking into account the nature of processing and the information available to the Processor, the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, as set out in Art. 32 GDPR.
- 4.6 The Processor shall, taking into account the nature of the processing, assist the 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.
- 4.7 Taking into account the nature of processing and the information available to the Processor, the Processor shall notify the Controller without undue delay after becoming aware of a personal data breach.

Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

- 4.8 Taking into account the nature of processing and the information available to the Processor, the Processor shall assist the Controller in ensuring compliance with the obligations pertaining to communication of a personal data breach to data subjects, carrying out a data protection impact assessment and consulting the supervisory authority prior to processing. This shall entitle the Processor to additional compensation, unless the Processor's change of processing has induced the need for such communication, assessment or prior consultation.

## 5 AUDIT RIGHTS

- 5.1 The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Art. 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller. Such other auditor shall be bound by strict confidentiality and shall not be a competitor to the Processor. The Controller shall bear its own costs for such audit or inspection. The Controller shall take full responsibility, be fully liable and hold harmless the Processor for any damage, injury or disruption to the Processor's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection.
- 5.2 Without prejudice to section 5.1, the Processor is only obliged to grant the Controller, or such other auditor mandated by the Controller, access to premises and equipment for audit or inspection to the extent it does not pose any security or integrity risks or if such audits or inspections are necessary to fulfil a legal requirement.

- 5.3 To provide the controller with additional assurance that the solution has been tested and verified to provide quality, compatibility, and reliability and that it offers assurance and confidence to enterprise organizations that data and privacy are adequately secured and protected the processor is part of the Contact Center for Microsoft Teams Certification Program including the Microsoft 365 Certification.

<https://docs.microsoft.com/en-us/microsoftteams/teams-contact-center>

<https://docs.microsoft.com/en-us/microsoft-365-app-certification/docs/certification-submission-guide#initial-document-submission>

## 6 SUB-PROCESSORS

- 6.1 The Processor is authorized to engage Sub-Processors. Information about the currently used Sub-Processors is available at the below link. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of Sub-Processors at least thirty (30) days prior to them taking effect, thereby giving the Controller the opportunity to object to such changes. The information will be made available in the Processor's newsletter *Software Update*. To receive this information, the Controller has to sign up for a subscription to the newsletter by sending an e-mail to support@competella.com.

Link to Sub-Processor list:

[https://www2.competella.com/content/cloudsolutions/documentation/List\\_of\\_Sub-Processors.pdf](https://www2.competella.com/content/cloudsolutions/documentation/List_of_Sub-Processors.pdf)

- 6.2 If the Controller objects to a Sub-Processor, each Party shall have the right to terminate this DPA and the Services Agreement. The notice period shall be the shortest of; three (3) months or when the Sub-Processor starts its processing activities.
- 6.3 The Processor shall enter into a written agreement no less protective than this DPA with any Sub-Processor to whom the Processor transfers Personal Data. The Processor shall remain fully liable to the Controller for the performance of the Sub-Processor's obligations.

## 7 TRANSFER TO THIRD COUNTRIES

- 7.1 The Processor may transfer Personal Data to a country outside the EU/EEA for which no adequacy decision in accordance with Art. 45 GDPR has been issued, provided that the Processor has confirmed that the Sub-Processor is bound by binding corporate rules, adheres to a bilateral agreement, or is subject to Standard Contractual Clauses included in the written agreement with the Processor. The Processor shall be entitled to enter into Standard Contractual Clauses with any Sub-Processor on behalf of the Controller.

## 8 LIABILITY AND COMPENSATION

- 8.1 Either Party shall indemnify the other Party for direct damages, i.e. damages payable to a data subject or administrative fines issued by a supervisory authority, due to Party's violations against provisions of Applicable Data Protection Laws or this DPA.

- 8.2 A Party's liability as set out in section 8.1 is limited to SEK 500 000 unless otherwise stated in this DPA.
- 8.3 Without prejudice to section 4.8, the Processor is entitled to additional compensation for the performance of instructions provided by the Controller in or pursuant to this DPA exceeding the statutory obligations of Applicable Data Protection Laws. Such additional compensation shall be payable in accordance with the from time-to-time applicable schedule of fees.

## 9 NOTIFICATIONS

- 9.1 All notifications under this DPA shall be in writing and shall be sent by courier, registered mail or e-mail to the Parties' addresses mentioned, or later amended, in the preamble.
- 9.2 The message shall be deemed to have been received by the recipient
- a) if delivered by courier: upon delivery,
  - b) if sent by registered mail: three (3) days after delivery for postal service, or
  - c) if sent by e-mail: upon delivery, if it has been confirmed by the recipient.
- 9.3 A change of address or other change of contact information shall be notified to the other Party in the manner prescribed by this provision.

## 10 TERM AND TERMINATION

- 10.1 This DPA shall remain in force for as long as the Processor is processing Personal Data on behalf of the Controller.
- 10.2 In the event the Agreement is terminated or expires, the Processor shall without undue delay delete or otherwise obliterate all Personal Data and copies thereof, unless Applicable Laws require storage of the Personal Data. If the Controller so requests, the Processor shall return the Personal Data to the Controller before such deletion is performed.

## 11 MISCELLANEOUS

- 11.1 If any provision or part of this DPA would to any extent be or become invalid or unenforceable, the remaining parts of the DPA shall continue in full force and effect, and the Parties shall with their best endeavors and in good faith negotiate to agree upon any necessary and reasonable adjustments of this DPA in order to secure the vital interests of the Parties and the main objectives prevailing at the time of the execution of this DPA.
- 11.2 Unless otherwise agreed in writing between the Parties, a Party may not to a third party assign this DPA or any of its rights and obligations hereunder.
- 11.3 Any amendment changes or alteration of this DPA must be made in writing and duly signed by both Parties in order to become valid and effective.



11.4 The DPA forms an integral part of the Services Agreement. In case of discrepancy between this DPA and the Services Agreement, this DPA shall prevail with respect to the processing of Personal Data.

## 12 DISPUTE

12.1 This DPA shall be governed by, construed and enforced in accordance with the substantive laws of Sweden excluding its choice-of-law principles.

12.2 Any dispute, controversy or claim arising out of or in connection with this DPA, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

12.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden.

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This DPA has been executed in two (2) original copies, of which each Party has received one.

15-06-2021 Herning  
Date and place

**IT Relation A/S**

  
Signature

Bo Duholm Hansen  
Compliance and security Specialist

June 15 – 2021; Hoersholm  
Date and place

**Competella AB**

  
Signature

Bjarne Henriksen  
Partner

## **APPENDIX 1**

### **INSTRUCTIONS TO THE PROCESSOR**

#### **NATURE AND PURPOSE OF THE PROCESSING**

The subject-matter of the data processing is the performance of the Services.

- Store personal data to enable the customer to search and lookup persons in the directory
- Store personal data to enable the customer to assign roles, permissions and to setup queues, groups and agents in the Contact Center.
- Store personal data to enable the customer to make statistic reports, analysis and monitor operation in the Contact Center.

#### **TYPE OF PERSONAL DATA**

The types of personal data that will be processed are the following:

- first name
- last name
- title
- phone number
- mobile number
- e-mail address
- SIP address
- and any other personal data made available to the Processor by the Controller or the data subject during the performance of the Services.

#### **CATEGORIES OF DATA SUBJECTS**

The categories of data subject whose personal data will be processed are the following:

- end customers
- end customer's customers
- partners/consultants

#### **DURATION OF PROCESSING**

The processing of Personal Data shall only be carried out for the duration of the Services Agreement, unless Applicable Laws require storage of the Personal Data exceeding the duration of the Services Agreement. Each individual processing task shall only be performed to the extent necessary for the purpose of the processing.

Data Controller will have an option to automatically set data retention. The Data Controller could then setup automatically deletion of Usage Data after x period of months/years.

The Data Controller will also have the option for manual deletion of Usage Data, on the wish of the data subject ("the right to be forgotten").

After termination of the Service Agreement all Personal Data in the Competella Cloud Service will be deleted within 30 days and all Personal Data stored in the backups for the Competella Cloud Service will be deleted within 30 day.

**SPECIFIC SECURITY INSTRUCTIONS**

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*Handwritten initials/signature*