

SCHEDULE 5 - DATA PROCESSING AGREEMENT

1. BACKGROUND

- 1.1 As part of Keepit's provision of Services to the Customer, Keepit will be processing personal data on behalf of the Customer. The purpose of the processing activities is described in the Terms of Service. Accordingly, the Parties have entered into this Data Processing Agreement (as defined below).

2. DEFINITIONS

- 2.1 In this Data Processing Agreement, unless the context otherwise requires:
- 2.1.1 "**Data Processing Agreement**" means this agreement on processing of personal data, including any schedules.
- 2.1.2 "**Data Protection Legislation**" means all the laws and rules governing the processing and protection of personal data throughout the European Economic Area (EEA) as amended, supplemented and/or modified from time to time, relevant national legislation, the GDPR (as defined below) and, where relevant, the guidelines and rules issued by the Danish Data Protection Agency or other competent supervisory authorities in the EEA (including the national supervisory authorities).
- 2.1.3 "**GDPR**" means "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)" as amended, supplemented and/or modified from time to time.
- 2.1.4 "**Services**" means the services and supplies provided by Keepit as provider, to the Customer as customer of the Keepit solution.
- 2.2 The terms "**personal data**", "**special categories of personal data**", "**process/processing**", "**controller**", "**processor**", "**data subject**", "**supervisory authority**", "**pseudonymisation**", "**technical and organisational measures**" and "**personal data breach**" as used in this Data Processing Agreement shall be understood in accordance with the Data Protection Legislation, including the GDPR.

3. PROCESSING OF PERSONAL DATA

- 3.1 Keepit shall process personal data on behalf of the Customer in accordance with the Customer's instruction. The Terms of Service along with the Customer's
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configuration and use of the Service constitute Customer's complete and documented instructions to Keepit.

- 3.2 Keepit must ensure that the persons involved in the processing of personal data under the Data Processing Agreement have either committed themselves to confidentiality or are subject to a proper statutory duty of confidentiality, and that they only process personal data in compliance with the given instructions and the Data Protection Legislation.
 - 3.3 Keepit shall, upon request from the Customer, provide reasonable access to all necessary information in order for the Customer to ensure compliance with the obligations laid down in the Data Protection Legislation.
 - 3.3.1 Keepit will conduct independent third-party audits of its organizational procedures, security and assets on an annual basis as part of maintaining its ISAE 3402 Type II certification. The results of the most recent audit can be requested by the Customer. Keepit may, at its discretion, discontinue its ISAE 3402 certification in favor of ISO 27001 certification.
 - 3.3.2 The Customer agrees to exercise its audit right by requesting a third-party audit as described here or by requesting the most recent audit report.
 - 3.3.3 Keepit must immediately notify the Customer if, in Keepit's opinion, an instruction from the Customer according to this section is contrary to the Data Protection Legislation as required in accordance with GDPR art 28, section 3, litra h.
 - 3.4 In the event Keepit becomes aware of a breach of security which has led to accidental or malicious destruction, loss, alteration or distribution of Customer Data while processed by Keepit, Keepit will:
 - Notify the Customer without undue delay,
 - Investigate the incident and provide the Customer with detailed information about the incident,
 - Take reasonable steps to mitigate the effects and minimize the damage from the incident.
 - 3.5 Notification of a security incident will be delivered to a registered contact person with the Customer by any means available (including e-mail).
 - 3.6 The Customer is solely responsible for fulfilling any third-party notification obligations, such as GDPR Article 33 or any other applicable law or regulation.
 - 3.7 Notification by Keepit of a security incident does not in itself constitute an acknowledgment of any wrongdoing, fault or liability by Keepit.
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4. SECURITY MEASURES

4.1 Keepit implements and maintains appropriate organisational and technical measures to protect the personal data processed under this Data Processing Agreement pursuant to GDPR Articles 28(3)(c) and 32. These measures are based on industry best practices such as ISO 27001, ISO27002, NIST SP800-30, NIST SP800-39 and FEMA guidelines. Keepit undergoes and maintains an ISAE 3402 Type II certification annually. Any facility in which Customer Data is physically located undergoes equivalent or stricter certifications annually as well. Keepit may, at its discretion, discontinue its ISAE 3402 certification in favor of ISO 27001 certification.

5. RECORDS OF PROCESSING ACTIVITIES

5.1 Keepit maintains records of processing activities as per GDPR Article 30(2) and makes these records available to the Customer upon request or directly as part of the Service.

6. DISCLOSURE OF DATA

6.1 Keepit will not disclose Customer Data except:

- as instructed by Customer,
- as described in this Agreement,
- as required by law.

6.2 Notwithstanding the provisions of this Agreement, Keepit is entitled to process Customer Data without instructions from the Customer, if, and to the extent, such processing is prescribed pursuant to European Union and/or member state law. In such an event, Keepit shall, to the extent permitted by law, inform the Customer of such injunction beforehand and, to the extent possible, allow for the Customer to object thereto.

7. KEEPIT'S GENERAL OBLIGATIONS

7.1 Keepit shall apply and comply with the Data Protection Legislation, and shall not perform its obligations under the Terms of Service and the Data Processing Agreement in such a way, as to cause the Customer to breach any of its obligations under applicable Data Protection Legislation.

7.2 Taking into account the nature of the processing, the information available and insofar it is possible, Keepit provides reasonable assistance to the Customer by appropriate technical and organisational measures, for the fulfilment of the

Customer's obligation to respond to requests for exercising the data subject's rights laid down in GDPR Chapter III. Keepit shall be compensated for the time devoted in relation to the assistance with responses to requests regarding the data subject's rights. The compensation shall be agreed upon separately.

- 7.3 Keepit must assist the Customer in ensuring compliance with any of the Customer's obligations pursuant to GDPR Articles 32-36. Keepit is entitled to receive separate compensation regarding such assistance and the specific compensation will be agreed upon separately.

8. SUB-PROCESSING

- 8.1 The Customer agrees that Keepit may engage sub-processors. In case of engagements or disengagements of sub-processors, Keepit shall notify the change on its website, at www.keepit.com/data-processing-agreement/. In addition to the notification on the website, Keepit will notify the Customer directly in writing about such change. The Customer will have thirty (30) calendar days to object to the change in writing to Keepit. The objection of the Customer must be well-founded. Absence of any objections from the Customer shall be deemed a consent to the sub-processing.
- 8.2 Keepit warrants and ensures that in case sub-processing is carried out, the sub-processing will be lawful and that any and all sub-processors will undertake and be subject to the same terms and obligations as Keepit as set out in this Data Processing Agreement. Should the sub-processors not comply with their obligations, Keepit shall remain responsible for all acts and omissions of such sub-processors.

9. TRANSFERS OF PERSONAL DATA TO A THIRD COUNTRY

- 9.1 Customer accepts that Keepit may solely for the limited purposes set out in 9.2 and 9.3 transfer Customer Data from the location that the Customer has decided to store Customer Data to a third country, e.g. a country outside the EEA. Keepit is required to ensure that such transfer is, at all times, lawful, including i.e. that there is an adequate level of protection for the transfer of the personal data.
- 9.2 Keepit's support organization may occasionally, as part of an ongoing support issue with the Customer, request access to the Customer Data from the Customer. It is the responsibility of the Customer to determine if such access from a third country can be granted under applicable laws and regulations, for example under GDPR Article 49, before granting such access and thereby providing Keepit with instruction to process Customer Data. The request and the
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granting of access will be logged. Technical and organizational measures are in place to limit access to Customer Data.

- 9.3 Keepit may remotely manage data storage in the data centers from a third country. Organizational and technical measures are in place to ensure that Customer Data is not transferred from the data centers.
- 9.4 Any Keepit personnel engaged in the maintenance, support or processing of Customer Data is instructed and obligated to maintain the confidentiality of Customer Data, including after the termination of the Service.

10. TERMINATION

- 10.1 The provisions of this Data Processing Agreement and the obligations of the Parties shall remain in force, as long as Keepit processes personal data on behalf of the Customer under the Terms of Service.
- 10.2 The Parties agree that upon termination or expiry of this Data Processing Agreement, Keepit shall, at the choice of the Customer, (i) return all data processed under this Data Processing Agreement and any copies thereof to the Customer, or (ii) delete all data processed under this Data Processing Agreement and certify to the Customer that this has been done, including for avoidance of doubt, delete such data from any computer, server, and/or any other storage device or media, unless European Union and/or relevant member state law requires storage of such personal data. Keepit shall be entitled to an hourly fee for the work performed in connection herewith.
- 10.3 Notwithstanding Appendix 2, clause 10.2 above, Keepit will retain all data processed under this Data Processing Agreement for 30 days after the deletion of the Customer's account or termination thereof. This "deletion retention" will ensure that the Customer's access to its personal data can be re-established after any conceivable targeted attack against the Customer's primary data and backup data. After expiration of the retention period, Keepit will delete all records of the Customer's personal data without undue delay.

SCHEDULE A

Processing Activities, Categories of Data Subjects and Types of Personal Data

This Schedule forms an integral part of the Data Processing Agreement and the Terms of Service.

1. PROCESSING ACTIVITIES

- 1.1 The personal data will be subject to several processing activities, including but not limited to:
 - 1.1.1 Any operation or set of operations performed on personal data or on sets of personal data, solely by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.2 Keepit only processes data by automatic means and stores the Customer's data in data centers of the Customer's designation. Keepit does not access and is not familiar with the content of Customer Data, unless Customer specifically instructs Keepit to gain access hereto.

2. CATEGORIES OF DATA SUBJECTS

- 2.1 Data subjects may be customers, employees, patients, professionals, minors, etc. Keepit has therefore implemented and maintains the level of security as described in clause 4.1 of the Data Processing Agreement above.
- 2.2 However, according to Schedule A, clause 1.2 above, only the Customer can state the content of its instruction, taking into account the categories of data subjects, including instructions on the necessary organisational and technical measures.

3. TYPES OF PERSONAL DATA

- 3.1 Personal data stored by Keepit may contain non-sensitive personal data (such as contact information, bank information, information relating to criminal convictions and offenses, national identification numbers) or special categories of personal data as defined in GDPR article 9, etc. Keepit has therefore implemented and maintains the level of security as described in clause 4.1 of the Data Processing Agreement above.
 - 3.2 However, according to Schedule A, clause 1.2 above, only the Customer can state the content of its data and instruction, taking into account the types of personal data processed by Keepit, including instructions on the necessary organisational and technical measures.
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Signed by:

Frederik Schouboe

for and on behalf of: KEEPIT A/S

Name: Frederik Schouboe

Job Title: CEO

Date: 03-02-2021

Signed by:

Signed by:
Søren Frandsen, CEO
On: Feb 3, 2021 11:39:24 AM UTC+0100

for and on behalf of: Mentor it

Name: Søren Frandsen

Job Title: CEO

Date: Feb 3, 2021 11:39:24 AM UTC+0100
