



Commissioned Data Processing Agreement

(“Agreement”)

between

Mentor IT

- (in this agreement “**The Controller**”) -

and

Xink ApS

Tuborg Boulevard 12, 3rd floor

DK-2900 Hellerup

Denmark

Business registration number: DK32153283

- (in this agreement the “Processor”) -



1. Subject-matter and duration of the commission

Subject matter

The subject-matter of the commission is derived from the “End User License Agreement” dated at the time this agreement is approved, to which reference is made here (the “Service Agreement”). As a consequence, the Controller is a direct party to the Processor under this Agreement.

The Controller will use its efforts to procure that instructions and other communications under this Agreement will be delivered to the Processor.

Duration of the commission

The duration (term) of this commission is equal to the term of the Service Agreement.

2. Details of the substance of the commission

Scope, nature and purpose of the proposed collection, processing or use of data

The Controller controls the processed data, which Xink ApS processes under this Agreement. Xink ApS is the Processor. **The Controller** trusts Xink ApS to process the data on behalf of **The Controller** in accordance with this Agreement.

In the event of any conflict between this Agreement and the Service Agreement or other agreements, the terms of this Agreement shall prevail.

This Agreement is an integrated part of the Service Agreement and its terms including but not limited to terms relating to termination.

Without prejudice to the following, the definitions as provided in the Service Agreement apply to this Agreement as well. The terms used, shall have the same meaning as in the Data Protection Directive, until the General Data Protection Regulation enters into force on May 25 2018, after which the terms used shall have the same meaning as in the General Data Protection Regulation, without prejudice to this Agreement or the Service Agreement.

“General Data Protection Regulation” refers to the Regulation (EU) 2016/679 of April 27 2016, “Regulation 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.”

“Data Protection Directive” refers to the Directive 95/46/EC of October 24 1998, “Directive on the protection of individuals with regard to the processing of personal data and on the free movement of such data.”

The scope, nature and purpose of the collection, processing and/or use of personal data by the Processor on behalf of the Controller are described in detail in the Service Agreement dated at the time this agreement is approved.

The data will be processed and used exclusively within the territory of the European Union or a signatory to the agreement on the European Economic Area (“Onshore Country/-ies” and each country outside these regions “Offshore Country/-ies”).



Any transfer of data to a third country requires the prior consent of the Controller and is subject to compliance with the requirements set out in the General Data Protection Regulation. The Controller hereby approves (revocable) that the Processor will use Microsoft Corporation ("Microsoft") as a subcontractor and that Microsoft will be subcontracted for the standardized "Azure"-services ("Azure"). To the extent that Azure will be performed out of Offshore Countries, the further requirements for such performance must be fulfilled (in particular, the execution of the "Standard Contractual Clauses (processors)" between each Controller and the Microsoft company/-ies in Offshore Countries). The Controller acknowledges and agrees that personal data can be transferred from Onshore Countries to the United States for processing by Microsoft, provided that Microsoft is and remains a certified participant in the EU-U.S. Privacy Shield Framework and thus provides adequate protection of the personal data transferred to, and processed in, the United States.

Nature of the data

The subject-matter of the collection, processing and/or use of personal data covers the following types/categories of data (list/description of categories of data)

- Prenom and Name
- Position
- Address
- E-mail address, phone number, mobile phone number, fax number

Persons affected (data subjects)

The group of data subjects affected by the processing of their personal data within this commission includes (list/description of categories of data subjects concerned):

- Employees
- Members of the management of the Controller

3. Technical/organizational measures

The Processor must document the implementation of the technical and organizational measures stipulated in advance of the commission before starting to process the data, giving details of the actual process to be followed, and must present this to the Controller for review. When accepted by the Controller, the documented measures will form the basis of the commission. Where this review or an audit by the Controller raises the need for amendments, these must be applied amicably. Overall, the measures to be taken include actions not specific to the commission in relation to organizational control, access control, disclosure control, input control, job control and availability control, and to the need for a segregation of functions and commission-specific actions (particularly with regard to the type of data transfer/provision of data, the nature/method of data processing/storage and the nature/method of output/dispatch of the data). The technical and organizational measures are subject to technical progress and development, and the Processor may implement adequate alternative measures. These must not however fall short of

the level of security provided by the specified measures. Any material changes must be documented.

The Processor must observe the appropriate technical and organizational measures in order to avoid accidental or unlawful destruction, loss or alteration of the data and to avoid unauthorized disclosure, abuse or processing of the data, in violation of the Data Protection Directive and, after the implementation of the General Data Protection Regulation, in violation of the General Data Protection Regulation. These technical and organizational measures should reflect the current technical level, be proportionate to implementation costs considering the nature, scope, context, purpose of the processing, and the safety of the rights of the individual whose data is processed.

4. Correction, deletion and blocking of data

The Processor may only correct, delete or block the data processed on behalf of the Controller when instructed to do so by the Controller. If a data subject should apply directly to the Processor to request the correction or deletion of his personal data, the Processor must forward this request to the Controller without delay.

5. Controls and other responsibilities of the Processor

In addition to complying with the provisions of this commission, the Processor has the following responsibilities:

- ⇒ Written appointment – where stipulated by law – of a data protection official, able to discharge his duties. The official's contact details must be supplied to the Controller to enable direct contact to be made.
- ⇒ The maintenance of confidentiality. All persons who have access to personal data belonging to the Controller under the terms of this commission must give an undertaking to maintain confidentiality and must be informed of any special data protection requirements arising from this commission, and the limitation of use to specific purposes as instructed.
- ⇒ The implementation and maintenance of all technical and organizational measures required for this commission.
- ⇒ Immediate notification to the Controller of any monitoring activities and measures undertaken by a supervisory authority. This also applies where a competent authority investigates the Processor.
- ⇒ Monitoring of the commission by way of regular reviews by the Processor concerning the performance and fulfillment of the contract, particularly compliance with and any necessary amendment to provisions and measures laid down to carry out the commission.
- ⇒ Evidence to be provided to the Controller of the technical and organizational measures taken to process data in accordance with the Agreement and applicable data protection legislation. For this purpose, the Processor may present up-to-date attestations, reports or extracts thereof from independent bodies (e.g. external auditors, internal audit, the data protection officer, the IT security department or quality auditors) or suitable certification by way of an IT security or data protection audit.

- ⇒ The Processor shall not, without a written agreement with the Controller, disclose data to third parties or public authorities, unless explicitly required by the Processor or in order to be compliant with EU or national laws. In the event of such a disclosure, the Processor must immediately notify the Controller, unless explicitly prohibited from doing so by EU or national laws.

6. Sub-commissions

Where sub-processors are to be engaged for the processing or use of personal data belonging to the Controller, this will be allowed under the following conditions:

- ⇒ With the prior written consent of the Controller (see above regarding Microsoft). The Processor may engage his own affiliated companies or other sub-processors for the performance of the contract without written consent, provided that he exercises the due care required by law, complies with the monitoring obligation set out in point (5) above, and informs with 7 days' notice the Controller before starting to process or use the data.
- ⇒ The Processor must set out the contractual agreements with the sub-processor (s) in such a way that they reflect the data protection provisions agreed between the Controller and the Processor. The sub-processor must the agreement guarantee that the sub-processor will comply with the same obligations imposed on the Processor under this Agreement.
- ⇒ The processor is not permitted to engage sub-processors operating from third countries.
- ⇒ Where a sub-processor is used, the Controller must be granted the right to monitor and inspect the sub-processor in accordance with this Agreement. This also includes the right of the Controller to obtain information from the Processor, upon written request, on the substance of the contract and the implementation of the data protection obligations within the sub-processor relationship, where necessary by inspecting the relevant contract documents.

Sub-commissions in the meaning of this provision do not include ancillary services ordered by the Processor from third parties to assist in the performance of the commission. These may be e.g. telecommunications services, maintenance and user support, cleaning, auditing or the disposal of data media. To safeguard the protection and security of the Controller's data, even where ancillary services are taken from third parties, the Processor must however conclude adequate and lawful contractual agreements and undertake monitoring activities.

7. Rights and responsibilities of the Controller

The Controller guarantees the legal right of the Controller to process the data. The Controller also guarantees the legal right of the Controller to entrust the Processor with processing the data. It is the responsibility of the Controller to ensure that only data, which is relevant, necessary and limited to the purpose of the data processing, is transferred to the Processor.

The Controller is required to notify the Processor if the Controller's instructions change. Such changes shall, unless otherwise agreed in writing between Controller and Processor, be regarded as amendments of this Agreement. Controller and Processor agree to discuss and



plan the details of the implementation of these changes. The parties must agree to the implementation of these changes in the Controller's instructions in writing.

The Controller may carry out the job control in consultation with the Processor, or appoint auditors to do so. The Controller may carry out sample checks on the Processor's business premises, generally to be announced in advance, in order to verify compliance with this Agreement by the Processor. The Processor undertakes to provide the Controller with the information required to meet his job control obligation, and make the necessary documentation available.

With regard to the monitoring obligations of the Controller before the start of data processing and throughout the term of the commission, the Processor must ensure that the Controller can confirm adherence to the technical and organizational measures taken. For this purpose, the Processor must provide the Controller upon request with evidence of the implementation of the technical and organizational measures. Evidence of the implementation of any measures that do not only affect the specific commission may also be presented in the form of up-to-date attestations, reports or extracts thereof from independent bodies (e.g. external auditors, internal audit, the data protection officer, the IT security department or quality auditors) or suitable certification by way of an IT security or data protection audit.

8. Notification of infringements by the Processor

The Processor must notify the Controller in all cases where the Processor or persons employed by him infringe provisions relating to the protection of personal data belonging to the Controller or any other stipulations set out in the commission.

If the Processor becomes aware of a possible security breach regarding extensive personal data, including loss or unlawful disclosure of personal data or access to it, the Processor must inform the Controller of the breach in writing without undue delay. The information related to the Controller in this situation shall, at the least, include information on the nature of the identified security breaches, the categories of the affected registered persons including the categories of the personal data affected by the breach, as well as the measures taken by the Processor to avoid perceived security breaches.

9. The Controller's authority to issue instructions

The data may only be handled under the terms of the agreements concluded and the instructions issued by the Controller. Under the terms of the commission as described in this Agreement, the Controller retains a general right of instruction as to the nature, scope and method of data processing, which may be supplemented with individual instructions. Any changes to the subject-matter of the processing and any changes to procedure must be agreed and documented together. The Processor may only pass on information to third parties or to the data subject with the prior written consent of the Controller.

The Controller must confirm any oral instructions immediately in writing or by e-mail (in text form). The Processor must not use the data for any other purpose and is particularly forbidden to disclose the data to third parties. No copies or duplicates may be produced without the



knowledge of the Controller. This does not apply to backup copies where these are required to assure proper data processing, or to any data required to comply with statutory retention rules.

The Processor must inform the Controller immediately if he believes that there has been infringement of legal data protection provisions. He may then postpone the execution of the relevant instruction until it is confirmed or changed by the Controller's representative.

10. Deletion of data and return of data media

Upon completion of the contractual work or when requested by the Controller – and no later than the end-date of the Service Agreement – the Processor must return to the Controller all documents in his possession and all work products and data produced in connection with the commission, or delete them in compliance with data protection law with the prior consent of the Controller. The same applies to any test data and scrap material. The deletion log must be presented upon request.

Documentation intended as proof of proper data processing must be kept by the Processor beyond the end of the Agreement in accordance with relevant retention periods. The Processor may hand such documentation over to the Controller after expiry of the Agreement.

11. Applicable Law and Legal Venue

This Agreement shall be governed by the substantive law of Denmark without reference to its conflicts of law-rules. Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by the Danish courts.