APPENDIX II – DATA PROCESSING AGREEMENT (SUB-AGREEMENT #6)

1 BACKGROUND

1.1 The Customer and the Supplier have entered into a Master Service Agreement concerning delivery of backup and storage services (the "Master Service Agreement").

1.2 As part of the Supplier's provision of Services to the Customer under the Master Service Agreement, the Supplier will be processing personal data on behalf of the Customer.

1.3 Applicable Data Protection Legislation (as defined below) requires that a written contract be entered into between a data controller and data processor, who processes personal data on behalf of the data controller, governing 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 and the obligations and rights of the data controller. Accordingly, the Parties have entered into this Data Processing Agreement (as defined below).

2 DEFINITIONS

2.1 Terms defined in the Master Service Agreement shall have the same meaning when used in this Data Processing Agreement, unless otherwise expressly stated herein.

2.2 In this Data Processing Agreement, unless the context otherwise requires:

1. "**Master Service Agreement**" has the meaning ascribed to it in clause 1.1 above.

2. "**Data Processing Agreement**" means this agreement on processing of personal data.

3. "**Data Protection Legislation**" means the laws and rules in force from time to time, which apply to the processing and protection of personal data throughout the European Economic Area (EEA) and the guidelines etc. issued by the Danish Data Protection Agency or other competent supervisory authorities in the EEA.

4. "**GDPR**" means regulation (EU) 2016/679 (General Data Protection Regulation) as amended, supplemented and/or modified from time to time.

2.3 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 The Supplier shall process personal data on behalf of the Customer in accordance with the Data Protection Legislation.

3.2 The personal data to be processed by the Supplier and the categories of data subjects are set out in the applicable Sub-Agreements to the Master Service Agreement. The processing activities consists of backup and storage (including service and support for such services) as further described in the Master Service Agreement and Sub-Agreements.

3.3 The Supplier may only process the personal data on documented instructions from the Customer, unless required to do so by the European Union or member state law to which the Supplier is subject. In that case, the Supplier must notify the Customer of such legal requirement before the processing, unless the relevant law prohibits such notification on important grounds of public interest.

3.4 The Supplier 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.

3.5 The Supplier shall take the steps necessary to ensure that any person acting under the authority of the Supplier, and who has access to the personal data, does not process such personal data except on documented instructions from the Customer.

3.6 The Supplier shall, upon request from the Customer and subject to the Master Service Agreement, provide access to all necessary information in order for the Customer to ensure compliance with the obligations laid down in the Data Protection Legislation. The Supplier shall also allow for, and contribute to, audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

3.7 The Supplier must immediately notify the Customer if, in the Supplier's opinion, an instruction from the Customer is contrary to the Data Protection Legislation.

3.8 In the event of bankruptcy of the Customer, the Customers data controller is beneficiary as a third-party to this Data Processing Agreement and has the right to enforce the agreement against the Supplier engaged by the Customer, e.g. enabling the data controller to instruct the Supplier to delete or return the personal data.

4 SECURITY MEASURES

4.1 Taking into account the state of art, the costs of implementation and the nature, scope, context and purposes of the processing as well as risk of varying likelihood and severity of the rights and freedoms of natural persons, the Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

4.2 In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

4.3 The Supplier shall also comply with any security requirements incumbent on the Supplier pursuant to the Data Protection Legislation, including applicable security requirements in the country in which the Supplier is established.

4.4 Without limiting the Supplier's obligations and liability pursuant to clause 4.1 above, the Parties may during the term of this Data Processing Agreement agree on changes to the implemented security measures.

4.5 The Supplier shall assist the Customer by appropriate technical and organisational measures with the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in the Data Protection Legislation.

4.6 The Supplier shall notify the Customer without undue delay after becoming aware of a personal data breach. Furthermore, the Supplier shall assist the Customer in ensuring compliance with the Customer's obligations (i) to document any personal data breach, (ii) to notify the applicable supervisory authority of any personal data breach, and (iii) to communicate such personal data breaches to the applicable data subjects in accordance with Articles 33 and 34 of GDPR.

5 SUB-PROCESSING

5.1 By signing this Data Processing Agreement, the Customer agrees that the Supplier may engage sub-contractors to assist in the provision of the Services. The following sub-contractors are currently engaged in processing personal data (hereinafter referred to as sub-processors):
[Not applicable]

5.2 Any additions and/or changes to the list will be notified to the Customer's contact person (as set out in the Master Service Agreement and/or the Sub-Agreements. Notification shall be given no less than thirty (30) calendar days before the contemplated sub-processing is put into effect. If the Customer wish to object to the sub-processing, the Customer shall state so in writing within ten (10) calendar days of receiving the above mentioned notification. Absence of any objections from the Customer shall be deemed a consent to the sub-processing.

5.3 The Supplier shall ensure that the sub-processing is lawful and that any and all sub-processors undertake and are subject to the same terms and obligations as the Supplier as set out herein.

5.4 The Supplier warrants the legality of its sub-processors' processing of personal data. The Supplier shall remain responsible for all acts and omissions of its sub-processors, and the acts and omissions of those employed or engaged by the sub-processors, as if such acts and omissions were performed by the Supplier itself.

6 TRANSFERS OF PERSONAL DATA TO A THIRD COUNTRY

6.1 The Supplier may not transfer personal data to a third country, i.e. a country outside the EEA, without the explicit consent of the Customer in each case. If such consent is granted, the Supplier will be required to ensure that such transfer is at all times lawful, including i.e. That there is an adequate level of protection of the transferred personal data. This can be done for example by adopting the EU Commission's standard contractual clauses for the transfer of personal data to data processors established in countries outside the EEA. These contractual clauses should be agreed between, on the one hand, the Customer and, on the other hand, the Supplier and any and all Sub-processors

7 DATA PROCESSOR'S GENERAL OBLIGATIONS

7.1 The Supplier shall apply and comply with the Data Protection Legislation and shall not perform its obligations under the Master Service Agreement 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 Further, the Supplier warrants that it will assist the Customer in ensuring compliance with any of the Customer's obligations pursuant to the Data Protection Legislation, including Article 35 (Data protection impact assessment) and Article 36 (Prior consultation) of the GDPR.

8 LIABILITY

8.1 The Supplier shall be liable for the damage caused by processing where the Supplier has not complied with obligations of the Data Protection Legislation that are specifically directed to processors or where the Supplier has acted outside or contrary to lawful instructions of the Customer.

8.2 The Supplier's responsibility under Clause 8.1 above and this Data Processing Agreement in general shall be subject to the limitations on liability set out in clause 11.2 of the Master Service Agreement.

9 TERMINATION

9.1 This Data Processing Agreement shall automatically terminate upon any termination or expiration of the Master Service Agreement or upon the Customer's request.

9.2 The Parties agree that at the termination or expiry of the Master Service Agreement, the Supplier shall, at the choice of the Customer, (i) return all data processed under the Master Service Agreement and any copies thereof to the Customer, or (ii) delete all data processed under the Master Service 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.

ACCEPT AND SIGNATURES

This Appendix II to Sub-Agreement #6 is to be signed by the authorised signatory of each Party.

Customer, signature

Herlev, date: 16/05 -   2022

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Jesper Larsen, CEO

Progressive A/S

CVR: 25223330

Supplier, signature

Viby J., date: 16/05 -   2022

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Henrik Lind, CEO

B4Restore A/S

CVR: 27719945