

Data Processing Agreement

Crayon A/S

Tobaksvejen 2A, 3. sal,

2860 Søborg

Company no.: 29832684

(Hereinafter "Crayon")

and

IT Relation A/S

Dalgas Plads 7b, 1

7400 Herning

Company no.: 27 00 10 92

(Hereinafter "IT Relation")

The parties are separately referred to as a "Party" and jointly as "Parties".

1. BACKGROUND OF THE DATA PROCESSING AGREEMENT

- 1.1 This Data Processing Agreement sets out the rights and obligations that apply when Crayon processes personal data on behalf of IT Relation as a Sub Data Processor.
- 1.2 This Agreement has been entered to ensure the Parties' compliance with Article 28, sub-section 3 of Regulation 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), which sets out specific requirements for the content of data processing agreements.
- 1.3 Crayon's processing of personal data shall take place for the purposes of the fulfilment of the Parties' agreement ('Master Agreement') regarding delivery of the following services: Administration of Microsoft licenses. The Data Processing Agreement shall apply as an integral part of the Master Agreement.
- 1.4 The Data Processing Agreement and the Master Agreement shall be interdependent and cannot be terminated separately. The Data Processing Agreement may however – without termination of the Master Agreement – be replaced by an alternative valid data processing agreement, cf. clause 12.
- 1.5 This Data Processing Agreement shall take precedence over any corresponding provisions contained in the Master Agreement.
- 1.6 Three appendixes are attached to the Data Processing Agreement. The appendixes form an integral part of the Data Processing Agreement.
- 1.7 Appendix 1 of the Data Processing Agreement contains details about the processing as well as the purpose and nature of the processing, type of personal data, categories of data subject and duration of the processing.
- 1.8 Appendix 2 of the Data Processing Agreement contains the terms and conditions that apply to Crayon's use of sub-processors and a list of sub-processors approved by IT Relation.
- 1.9 Appendix 3 of the Data Processing Agreement contains instructions on the processing that Crayon is to perform on behalf of IT Relation (the subject of the processing). Appendix 3 also contains a description of Crayon's technical and organizational measures as well as physical security, instruction for processing of personal data to third countries and description of how Crayon and any sub-processors' processing of personal data is audited on behalf of IT Relation, as well as a description of forms to be used for the carrying out an audit or inspection.
- 1.10 The Data Processing Agreement and its associated appendixes shall be retained in writing as well as electronically by both Parties.
- 1.11 This Data Processing Agreement shall not exempt Crayon or IT Relation from obligations to which the Parties are subject pursuant to the General Data Protection Regulation or any other legislation.

2. CRAYON ACTS ACCORDING TO INSTRUCTIONS FROM IT RELATION

- 2.1 Crayon as Data Processor shall solely be permitted to process personal data on documented instructions from IT Relation unless processing is required under EU or Member State law to which Crayon is subject; in this case, Crayon shall inform IT Relation (or other Data Controller) of this legal requirement prior to processing unless that law prohibits such information on important grounds of public interest, cf. General Data Protection Regulation, Article 28, sub-section 3, para a.

- 2.2 Crayon shall immediately inform IT Relation if instructions in the opinion of Crayon contravene the General Data Protection Regulation or data protection provisions contained in other EU or Member State law.

3. CONFIDENTIALITY

- 3.1 Crayon shall ensure that only persons who are currently authorised to process personal data on behalf of IT Relation have access the personal data being processed. Access to the data shall therefore without delay be denied if such authorisation is removed or expires.
- 3.2 Only a person who is required access to the personal data in order to fulfil the obligations of Crayon to IT Relation shall be provided with authorisation.
- 3.3 Crayon shall ensure that a person authorised to process personal data on behalf of IT Relation have undertaken to observe confidentiality or are subject to suitable statutory obligation of confidentiality.
- 3.4 Crayon shall at the request of IT Relation be able to demonstrate that the employees concerned are subject to the above confidentiality.

4. SECURITY OF PROCESSING

- 4.1 Crayon shall initiate all measures required pursuant to Article 32 of the General Data Protection Regulation, to secure personal data against accidental or unlawful destruction, loss, alteration or unauthorised disclosure of or access to personal data against the law. Crayon shall determine the measures taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons.
- 4.2 The obligation to implement security measures means that Crayon shall perform a risk assessment in relation to the nature of the processing and thereafter implement measures to counter the identified risk. In general, the risk assessment will be carried out for each data centre. This may include, inter alia, as agreed in the Master Agreement or in Appendix A3, the following measures:
- a) Pseudonymisation and encryption of personal data.
 - b) The ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services.
 - c) The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
 - d) A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 4.3 Crayon shall in ensuring the above as a minimum implement and maintain the level of security specified in Appendix 3 and implement the specially agreed security measures that may be specified in the Data Processing Agreement or in the Master Agreement.

5. USE OF SUB-PROCESSORS

- 5.1 By way of this Data Processor Agreement, the Controller gives its prior written approval for Crayon to use other data processor (sub-processor) for the fulfilment and implementation of the agreed processing activities. Crayon notifies IT Relation of any planned changes regarding the addition or replacement of sub-processors and thereby allows IT Relation to object to such changes.
- 5.2 The agreed terms for Crayon's use of sub-processors are stated in Appendix 2 of the Data Processing Agreement.

- 5.3 A list of the sub-processors which Crayon use as of the time of entering this agreement, is described in Appendix 2 of the Data Processing Agreement.
- 5.4 Crayon shall ensure that the sub-processor, used for the data processing on behalf of IT Relation, is subject to the same data protection obligations as those specified in this Data Processing Agreement on the basis of a contract or other legal document under EU law or the national law of the Member States, in particular providing the necessary guarantees that the Sub-Processor will implement the appropriate technical and organisational measures in such a way that the processing meets the requirements of the General Data Protection Regulation.
- 5.5 A copy of sub-processor agreements and subsequent amendments shall be made available to IT Relation on request. Commercial terms and conditions, such as pricing, that do not affect the legal data protection content of the sub-processor agreement, shall not require submission to IT Relation.
- 5.6 If the sub-processor does not fulfil its data protection obligations, Crayon shall remain fully liable to IT Relation as regards the fulfilment of the obligations of the sub-processor.

6. TRANSFER OF DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS

- 6.1 Crayon shall solely be permitted to transfer (assignment, disclosure and internal use of) personal data to third countries or international organisations according to documented instructions from IT Relation.
- 6.2 However, Crayon may, exceptionally and without documented instructions from IT Relation, transfer personal data when required under EU or Member State law to which Crayon is subject; in such a case, Crayon shall inform IT Relation of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest, cf. Article 28, sub-section 3, para a.
- 6.3 Without the instructions or approval of IT Relation, Crayon therefore cannot – within the framework of this Data Processing Agreement:
- a) disclose personal data to a data controller in a third country or in an international organisation.
 - b) assign the processing of personal data to a sub-processor in a third country.
 - c) have the data processed in another of Crayons divisions which is located in a third country.
- 6.4 IT Relation's instructions or approval of the transfer of personal data to a third country, if applicable, shall be set out in Appendix 3.

7. CRAYON'S ASSISTANCE TO IT RELATION

- 7.1 Crayon, taking into account the nature of the processing, shall, as far as possible, assist IT Relation with appropriate technical and organisational measures, in the fulfilment of IT Relation's obligations to respond to requests for the exercise of the data subjects' rights pursuant to Chapter 3 of the General Data Protection Regulation.
- 7.2 On IT Relations request, Crayon shall assist IT Relation in ensuring compliance with IT Relation's obligations pursuant to Articles 32-36 of the General Data Protection Regulation taking into account the nature of the processing and the data made available to Crayon.
- 7.3 Crayon is entitled to remuneration for assistance pursuant to this clause 8. The remuneration is calculated on the basis of for time spent and the agreed hourly rate in the Master Agreement. Where no agreement regarding hourly rate has been made, the remuneration is calculated in accordance with Crayon's generally applied hourly rates as well as other direct costs incurred by Crayon relating to the assistance including costs defrayed by Crayon for sub-processors assistance. Regardless of the foregoing, Crayon is not entitled to separate remuneration for assistance covered by clause 8 below.

8. NOTIFICATION OF PERSONAL DATA BREACH

- 8.1 Crayon shall notify IT Relation without undue delay after becoming aware of a personal data breach, at Crayon or any sub-processor, affecting the personal data, which Crayon process on behalf of IT Relation.
- 8.2 Crayon shall – taking into account the nature of the processing and the data available to Crayon – on request from IT Relation, assist IT Relation in the reporting of the breach to the supervisory authority.
- 8.3 This may mean that Crayon is required to assist in obtaining the information listed below which, pursuant to Article 33, sub-section 3, of the General Data Protection Regulation, shall be stated in the report to the supervisory authority:
- a) The nature of the personal data breach, including, if possible, the categories and the approximate number of affected data subjects and the categories and the approximate number of affected personal data records.
 - b) Probable consequences of a personal data breach.
 - c) Measures which have been taken or are proposed to manage the personal data breach, including, if applicable, measures to limit its possible damage.
- 8.4 If it is not possible for Crayon to provide the information in aggregate, the information may be communicated stepwise without undue delay.

9. ERASURE AND RETURN OF DATA

- 9.1 On termination of the services relating to Crayon's processing of personal data on behalf of IT Relation, Crayon shall be under obligation, at IT Relation's discretion, to erase or return all the personal data to IT Relation and to erase existing copies unless EU law or Member State law requires storage of the personal data.

10. INSPECTION AND AUDIT

- 10.1 Crayon shall, on the request from IT Relation, make available to IT Relation all information necessary to demonstrate compliance with Article 28 of the General Data Protection Regulation and this Data Processing Agreement, and allow for and contribute to audits, including inspections performed by IT Relation or another auditor mandated by IT Relation.
- 10.2 IT Relation's inspection of sub-processors, if applicable, shall as a rule be performed through Crayon.
- 10.3 Crayon shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to IT Relation's and Crayon's facilities, or representatives acting on behalf of such supervisory authorities, with access to Crayon's physical facilities on presentation of appropriate identification.
- 10.4 Crayon is entitled to remuneration for IT Relation's exercise of inspection and auditing in accordance with this clause 10. The remuneration is calculated on the basis of for time spent and the agreed hourly rate in the Master Agreement. Where no agreement regarding hourly rate has been made, the remuneration is calculated in accordance with Crayon's generally applied hourly rates as well as other direct costs incurred by Crayon relating to the assistance including costs defrayed by Crayon for sub-processors assistance.
- 10.5 A detailed description of inspection and audit is contained in Appendix 3 of the Data Processing Agreement.

11. RESPONSIBILITY AND BREACH

- 11.1 In relation to the payment of compensation to a specific person as a result of processing activity in violation of the General Data Protection Regulation and the Danish Data Protection Act, Section 40 of the Danish Data Protection Act shall apply. Notwithstanding Art. 82, sub-section 5, IT Relation may claim remedy in accordance with the principle in Art. 82 if a compensation amount is paid to an injured party, not corresponding to the full compensation.
- 11.2 Crayon agree that the regulation in clause 11.1 shall in any case also apply in relation to any other compensation for non-financial loss in respect of the internal definitive distribution of liability between Crayon and IT Relation.
- 11.3 The Parties may not claim remedies or compensation against the other Party for fines or other penalties imposed pursuant to section 41 of the Danish Data Protection Act and for fines accepted under section 42 of the Danish Data Protection Act.

12. CHANGES TO THE DATA PROCESSING AGREEMENT OR THE PROCESSING

- 12.1 Changes to the Data Processing Agreement, including the Instructions, shall be agreed between the Parties.
- 12.2 Both Parties shall be entitled to require this Data Processing Agreement renegotiated if changes to the law or inexpediency of the provisions contained herein should give rise to such renegotiation.

13. COMMENCEMENT AND TERMINATION

- 13.1 This Data Processing Agreement shall become effective on the date of both Parties' signature to the Agreement.
- 13.2 The Data Processing Agreement shall remain in force until it is either replaced by another data processing agreement between the Parties in accordance with clause 13.1 or until the processing activities under the Master Agreement have ceased and IT Relation's personal data has been erased and, if necessary, returned to IT Relation in accordance with the terms of the Data Processing Agreement.

Kristoffer Brinth

Kristoffer Brinth, Head of Legal

28.10.2019, Søborg Denmark

Frank Bech Jensen

Frank Bech Jensen, Head of Compliance and Security

28.10.2019, Viby Denmark

APPENDIX 1 – INFORMATION ABOUT THE PROCESSING

1. PURPOSE

The purpose of Crayon's processing of personal data on behalf of IT Relation is:
Administration of Microsoft licenses and support issues in Crayon's web based portal: Cloud-iQ
Delivery of Support on O365

2. NATURE OF THE PROCESSING

Crayon's processing of personal data on behalf of IT Relation is primarily about (the nature of the processing):
Crayon will only process data on request from IT Relation.

3. TYPES OF PERSONAL DATA

The processing can potentially include the following types of personal data about data subjects:

General personal data (see Article 6 of the General Data Protection Regulation):

General personal information

Sensitive personal information (see Article 9 of the General Data Protection Regulation):

Racial or ethnic background

Political conviction

Religious conviction

Philosophical conviction

Professional Association

Health conditions, including drug abuse, drugs, alcohol, etc.

Sexual relationships

Information about individuals' private affairs (see Article 6 and 9 of the General Data Protection Regulation):

Offenses

Significant social problems

Other purely private matters not mentioned above:

Other private matters not mentioned above

Other private matters

Information on CPR number (see Article 87 of the General Data Protection Regulation):

CPR number

4. CATEGORIES OF DATA SUBJECTS

The processing includes the following categories of data subjects:

Categories of registered, identified or identifiable physical persons that the Crayon's processing deals with:

Employees

IT Relation's IT Relations

Other categories

APPENDIX 2 - TERMS OF THE DATA PROCESSOR'S USE OF SUB-PROCESSORS AND LIST OF AUTHORIZED SUB-PROCESSORS

1. TERMS OF THE DATA PROCESSOR'S USE OF SUB-PROCESSORS, IF APPLICABLE

Crayon's notification of any planned changes with regard to additions to or replacement of other data processors must be received by IT Relation at least 30 days prior to the engagement of sub-processors or amendments coming into force, as far as this is immediately possible.

If IT Relation should object to the changes, IT Relation shall notify the Data Processor of this prior to the changes coming into force. IT Relation shall only object if the Data Controller has reasonable and specific grounds for such refusal.

2. APPROVED SUB-PROCESSORS

The Data Controller shall on commencement of this Data Processing Agreement approve the engagement of the following sub-processors:

Denmark, Norway & West Europe	Crayon Group IT servers – Digiplex Norway AS, 1, Selma ellefsensvej 0581 Oslo O365 Tenant/Other CSP – Microsoft has stated Europe west region

APPENDIX 3 – INSTRUCTION PERTAINING TO THE USE OF PERSONAL DATA

IT Relation warrants that the content of this appendix is accurate.

1. THE SUBJECT OF/INSTRUCTION FOR THE PROCESSING

Crayon's processing of personal data on behalf of IT Relation shall be carried out by Crayon performing the following:

Support on office 365 by request from IT Relation

2. STORAGE PERIOD/ERASURE PROCEDURES

Crayon are only allowed to delete data by request from IT Relation

3. SECURITY LEVEL

Crayon's Cloud-iQ Web Portal only collects the minimum required Contact Data (Name + Work Email + Phone Number) and User Credentials (Login Name + Password) from individuals to create a Cloud-iQ User Account. This data is securely stored in Crayon's on-premises datacentre located in Norway and deleted on service end.

Crayon only shares the minimum required Contact Data (Name + Work Email + Phone Number) with our Service Providers or Software Vendors to enable Customers to procure cloud subscriptions or receive technical incident resolution support.

Crayon's Support Agents are restricted in their access to Personal Data via the Service Providers' Web Portals to that which is temporarily required to guide IT Administrators through the resolution of a specific Technical or Administrative Issue.

4. SECURITY MEASURES

The Cloud-iQ Web Portal and our Support Services are subject to Crayon's global security standards and policies which are applicable to all Data Processing Systems used by Crayon Group and enforced through our Binding Corporate Rules (BCRs).

Role Based Access restricts access to Service Provider Portals to dedicated Crayon Support Agents. Access requires unique user credentials provided by Cloud Services Provider(s) for the purpose of provisioning Support Services to End Customers.

Multi-factor Authentication (MFA) is enabled and required for all Crayon Employees to access Data Processing Systems, including Support Agents accessing our Cloud Service Provider's Administrative Portals.

To ensure Integrity and Confidentiality, our Processing Activities in relation to Cloud-iQ and our Cloud Support Services are subject regular monitoring by Crayon's Data Protection Officer and may only be performed by dedicated Support Agents who:

1. Sign Crayon's Privacy and Confidentiality Agreement
2. Complete Crayon's Foundational Information Security and Data Protection (ISDP) training
3. Comply with Crayon's Processing Guidelines for Cloud-iQ and Support Agents.

5. INSTRUCTIONS OR APPROVAL FOR THE TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

It is not allowed to transfer data to third countries.

If the Data Controller does not in this clause or by subsequent written notification provide instructions or consent pertaining to the transfer of personal data to a third country, the Data Processor shall not be entitled within the framework of this Data Processing Agreement to perform such transfer.

6. PROCEDURE FOR INSPECTION OF THE PROCESSING

Crayon shall once every year in January at its own expense obtain an inspection report from an independent third party with regards to Crayon and its sub processors compliance with this Data Processing Agreement and its associated Appendices.

The Parties have agreed that the following types of inspection report may be used: ISO 27001.

The inspection report shall without delay be submitted to IT Relation for information purposes.

IT Relation, IT Relation's representative and/or IT Relation's customer for who personal data is processed shall in addition have access to in-specting, including physically inspecting, the processing at the Crayons facilities when IT Relation deems that this is required