

HOWSPACE DATA PROCESSING AGREEMENT

- (A) Supplier processes certain Personal Data (defined below) on behalf of the Customer as Data Processor for the purposes of providing Howspace platform and related services to the Customer ("**Purpose**") in accordance with the terms and conditions set forth in the service agreement concluded between The Supplier and the Customer ("**Agreement**").
- (B) The types of Personal Data, the categories of data subjects, applicable processing activities as well as the nature, purpose and duration of the processing of Personal Data under the Agreement to which the processing of Personal Data relates are detailed in Schedule A (Summary of Data Processing) of this Appendix 1.
- (C) This Appendix forms an integral part of the Agreement. In case of discrepancies between this Appendix and the Agreement, the terms and conditions set forth in this Appendix shall prevail.
- (D) The following terms and conditions set forth in this Appendix concern the data processing activities of the Supplier as Data Processor and/or data sub-processor with respect to the Personal Data it processes on behalf of the Customer acting as a Data Controller.
- (E) Within this Appendix "**Process/Processing**", "**Personal Data**" "**Data Controller**", "**Data Processor**" "**Data Subject**", "**Personal Data Breach**" and "**Special Categories of Personal Data**" shall have the same meaning as in the Data Protection Laws. "**Data Protection Laws**" means any applicable data protection, privacy and security legislation in relation to any Personal Data which is Processed in the provision of the Services, including but not limited to the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") on and from 25 May 2018.
- (F) Capitalized terms set forth in the Agreement shall have the same meaning for the purposes of this Appendix, unless otherwise stated herein.
- (G) Without prejudice to the Agreement or this Appendix, Supplier may from time to time Process certain personal data of Customer's representatives as Data Controller, when and to the extent Supplier determines the purposes and means of Processing of such personal data, as set out in applicable Data Protection Laws. The terms set out in this Appendix do not apply to personal data Supplier Processes as Data Controller.

1 SUPPLIER'S OBLIGATIONS

- 1.1 In processing Customer Data or Account Data or any other data considered as Personal Data, Supplier shall comply with the Data Protection Laws, the terms and conditions set forth in the Agreement and documented instructions of the Customer or End Customer, as provided by the Customer to Supplier. In case the implementation and compliance with Customer's and the End-Customer's documented instructions, as provided by Customer to Supplier, is not mandatory pursuant to the laws applicable to Supplier, Customer shall reimburse Supplier for the implementation of such documented instructions and Supplier shall be entitled to invoice the work carried out for such implementation.
- 1.2 Supplier shall Process the Personal Data only in accordance with the terms of the Agreement and any lawful and documented instructions reasonably given by Customer or End Customer from time to time, as referred to in section 1.1 above.
- 1.3 Supplier shall Process the Personal Data only for the Purpose and to the extent and for the duration necessary for providing the Services under the Agreement.
- 1.4 Supplier shall ensure that Supplier's personnel authorised to Process the Personal Data have committed themselves to confidentiality.
- 1.5 Supplier shall reasonably and when possible, taking into account the nature and scope of Processing, assist Customer in fulfilling Customer's, or its End Customer's, obligation to respond to requests relating to Data Subject's statutory rights or requests from competent supervisory authorities. If Supplier receives a request or complaint from supervisory authority or Data Subject regarding any Account Data or Personal Data Processed by Supplier, Supplier shall without undue delay notify Customer of such request or complaint.
- 1.6 Supplier shall reasonably and when possible, taking into account the nature and scope of Processing, assist Customer in ensuring compliance with Customer's, or its End Customer's, obligations to perform security and data protection impact assessments, security incident notifications and/or prior consultations of the competent supervisory authority when required by applicable Data Protection Laws.
- 1.7 Each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of personal data or its accidental loss, destruction or damage. If requested by Customer, Supplier shall provide Customer with documentation as to the implemented measures. Supplier shall limit access to Account Data and Personal Data to authorized and properly trained personnel only with a defined need to know basis.
- 1.8 Supplier shall make available to Customer all information necessary to demonstrate compliance with the obligations relating to Processing of Personal Data laid down the Agreement.
- 1.9 Unless otherwise agreed in writing, Supplier shall provide Customer with Customer Data upon Customer's written request without undue delay. Customer Data shall be delivered in an electronic form commonly in use. Supplier shall have the right to charge for the collection, Processing and delivery of the information in accordance with its then current price list.

2 CUSTOMER'S OBLIGATIONS

- 2.1 Customer shall warrant that Customer is entitled to transfer the relevant Personal Data to Supplier so that Supplier may lawfully use and Process the Personal Data for the Purpose of and in accordance with the Agreement on behalf of Customer and/or as Customer's subprocessor.
- 2.2 Customer shall warrant that the Customer is, and for the duration of the Agreement remains, in compliance with any Data Controller's obligations under Data Protection Laws towards relevant third parties, Data Subjects and the Supplier, such that third parties and Data Subjects have been informed of, and where applicable have given their consent to, such use, Processing and transfer of Personal Data.

3 USE OF SUBCONTRACTORS

- 3.1 Supplier may use subcontractors and other processors in the processing of Personal Data carried out under the Agreement and Customer hereby gives its general authorization for the use of subcontractors in Processing. Supplier shall remain fully liable for the acts and omissions of its subcontractors. Supplier will conclude written data processing agreements with subcontractors used in Processing of Personal Data. Such data processing agreements shall include materially similar terms relating to Processing of Personal Data as contained in the Agreement.
- 3.2 A list of Supplier's subprocessors used as per the signing date of this Agreement is added to this Appendix as Schedule B. As per request, Supplier will inform Customer regarding the subcontractors used in the Processing of Personal Data. Supplier shall inform Customer regarding changes (additions or replacements) in the subcontractors Supplier uses in the Processing of Personal Data on behalf of Customer in connection with the provision of Services under the Agreement. Customer may, for a justified reason pertaining to privacy and data protection, object the use of a certain subcontractor in the Processing of Personal Data on behalf of Customer. In such case, the Parties will strive to find an alternative solution for the Processing activities. If such solution is not found, Supplier may terminate or suspend the Processing of Personal Data without being in breach of the Agreement.

4 PROOF OF COMPLIANCE

- 4.1 If the Data Controller has valid reasons to doubt the data processor's compliance with its duties in accordance with this Data Processor Agreement or the Applicable Privacy Rules including but not limited to section 28 of GDPR, the Data Processor will provide the Data Controller with proof of compliance or allow the Data Controller to perform an audit, such to the sole discretion of the Data Processor.

5 TRANSFERS OF PERSONAL DATA

- 5.1 Supplier shall not transfer any Personal Data Processed hereunder outside the EU/EEA unless the transfer is subject to a valid transfer mechanism under Applicable Data Protection Laws, such as an Adequacy Decision (e.g., the EU-US Data Privacy Framework) or the Standard Contractual Clauses adopted by the European Commission.

6 PERSONAL DATA BREACH

- 6.1 Supplier shall notify Customer without undue delay, and at the latest within 36 hours after becoming aware, of any Personal Data Breach or suspicion of any Personal Data Breach as well as provide Customer any and all documentation required by Customer to fulfill Customer's or End Customer's duties to report the Personal Data Breach (if any). Supplier shall fully cooperate with Customer and End Customer in any procedure Customer or End Customer may become subject to as a result of or in connection with the Personal Data Breach.

7 DELETION OF PERSONAL DATA

- 7.1 Supplier shall within reasonable time delete all Personal Data relating to Customer's or End Customer's employees or other Personal Data Supplier Processes on behalf of Customer as Data Processor or subprocessor, for the purposes of the Agreement and the provision of the Services hereunder, after the termination of the Agreement.

8 LIABILITY

- 8.1 Each Party's liability for the damages incurred by any Data Subject in connection with the Processing of Personal Data under the Agreement shall be defined in accordance with Article 82 of the GDPR, or another corresponding and applicable provision of mandatory data protection law. For clarity, the foregoing liability provision set out in this section shall apply exclusively to the damages incurred by any Data Subject in connection with the Processing of Personal Data under the Agreement, and the liability provisions set out in section 10 of the General Terms of Service of the Supplier shall apply to all other types of damages.

Schedule A

Summary of Data Processing

All capitalised terms have the same meaning as set out in Appendix 1, unless separately defined herein.

1	Nature and purposes of processing Personal Data	<p>Supplier has set up and operates a web-based engagement platform called Howspace as SaaS the purpose of which is to provide companies a way to create and host organizational development processes or training programs. Administrators chosen by the companies can create private workspaces for selected groups of people and invite participants to join these workspaces. Users can use the workspaces to discuss ideas, exchange information and documents and share their expertise with other participants. Administrators have a set of tools to steer the participants' activities and create content.</p> <p>Howspace processes Personal Data of Customer's or their End Customer's employees /representatives in order to create and maintain the administrator rights to Howspace platform.</p> <p>Howspace processes Personal Data of the platform users (typically employees/representatives of Customers or their End Customers or third parties) to identify each user joining a workspace.</p> <p>To enable certain service features and to ensure the functionality and security of the platform, Howspace also processes log file data of each user.</p> <p>The Personal Data is processed by the Supplier as a Data Processor on behalf of Customer in order to provide the Howspace platform for Customer's use.</p>
2	Categories of data subjects in relation to Personal Data processed	<p>Employees/representatives of Howspace's Customers or End Customers</p> <p>Authorised users of the Howspace platform</p>
3	Types of Personal Data processed	<p>The Personal Data includes the following data fields:</p> <ul style="list-style-type: none">● full name● contact details● web server log files (request source IP address, request time/date, user agent browser identification)● Howspace log files (user e-mail, request time, user agent identification)● Howspace AI subsystem log files (customer ID, workspace ID, execution time, timestamp)

4	Duration of processing	The Personal Data will be processed during the term of the Agreement.
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Schedule B

Sub-processors

- 1) AWS EMEA SARL (HEADQUARTER), Luxembourg Amazon Web Services EMEA SARL
38 avenue John F. Kennedy, Luxembourg, L-1855, Luxembourg**
Purpose of processing: Provision of cloud services for data storage, web hosting and management and related technical and support services concerning Howspace platform and related services.
Processing location: Primarily Sweden, but the exact EU country may vary, depending on availability.
- 2) Intercom R&D Unlimited Company, 2nd Floor, Stephen Court, 18-21 St.Stephen's Green, Dublin 2, Republic of Ireland.**
Purpose of processing: Provision of customer communication and customer support.
Processing location: Ireland
- 3) Whereby AS, Gate 1 107, 6700 Måløy, Norway.**
Purpose of processing: Live widget (video).
Processing location: Ireland
- 4) DeepL SE, Maarweg 165, 50825 Cologne, Germany**
Purpose of processing: Provision of translation functionality
Processing location: Finland
- 5) Microsoft Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland**
Purpose of processing: Provision of AI functionality for prompting and summarizing purposes.
Processing location: Primarily Ireland, but the exact EU country may vary, depending on availability.
- 6) Mailgun Technologies Inc., 12 E Pecan St, #1135, San Antonio, TX, 78205, USA**
Purpose: Provision of back-up email functionality if AWS is not available.
Processing location: Germany and Belgium.
- 7) Vercel Inc., 440 N Barranca Ave #4133, Covina, CA 91723, USA**
Purpose of processing: Frontend cloud hosting of static assets and Content Delivery Network (CDN).
Processing location: Global Edge Network. Static assets requested by EU users are served directly from EU-based edge nodes. International transfers are subject to the EU-US Data Privacy Framework and Standard Contractual Clauses.
- 8) Qdrant Solutions GmbH, Ziegelstraße 29, 10117 Berlin, Germany**
Purpose of processing: Managed Vector Database Cloud for AI similarity search and embeddings storage.
Processing location: Sweden
- 9) Cloudflare, Inc., 101 Townsend St, San Francisco, CA 94107, USA**
Purpose of processing: Content Delivery Network (CDN), Web Application Firewall (WAF), DNS, and DDoS protection.
Processing location: Global Edge Network. Web traffic and security filtering are dynamically routed to the edge data center closest to the user (including EU locations); traffic metadata, security logs, and analytics are processed globally, including in the United States. International transfers are subject to the EU-US Data Privacy Framework and Standard Contractual Clauses.