

DATA PROCESSING AGREEMENT

This Data Processing Agreement (the "DPA") is between you ("the Controller") and the Plint AB, org.nr. 556630-3060, Östra Larmgatan 16, 411 07 Göteborg, Sweden (as defined in the Terms) ("the Processor").

Definitions and phrases used in this DPA shall be defined in accordance with what is stated in the Terms, unless otherwise stated herein.

1. Scope of the DPA. For the provision of the Processor's Services and your use of Plintle, the Controller and the Processor has entered into a main agreement consisting of the terms of use for Plintle the services provided through Plintle ("the Terms"), under which the Processor will process Personal Data on behalf of the Controller. This DPA sets out the respective responsibilities of each party in relation to the Personal Data processed under the Terms or when Plint provides Services through Plintle, and will be valid for as long as you have an account on Plintle.

2. Definitions.

2.1. "**Personal Data**" means all kinds of information relating to an identified or identifiable person, as defined by the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("the GDPR").

2.2. "**Process**" or "**Processing**" means any operation or set of operations upon Personal Data as defined by the GDPR.

3. Categories of data subjects. The categories of data subjects Processed under the scope of the DPA may consist of

- Employees of the user of the Service
- Persons participating in the video subject to our Service.

4. Types of Personal Data. The types of Personal Data Processed under the scope of the DPA may consist of:

- Name
- Address
- E-mail address
- Personal identification number
- Videos/photos depicting a person

- 5. Responsibility and instructions.** The Controller is responsible for issuing instructions to the Processor regarding the Processing of Personal Data, and the Processor shall only Process such Personal Data in accordance with the terms of the Terms and, this DPA and the from time to other given instructions provided by the Controller. If the Processor thinks that an instruction is not compliant with the GDPR, it shall point this out to the Controller without delay.
- 6. Support and information.** The Processor shall provide the Controller with cooperation and assistance in relation to handling requests relating to data subjects' rights, and otherwise support the Controller in fulfilling its obligations by providing information and support when requested by the Controller.
- 7. Security and secrecy.** The Processor shall take appropriate technical and organizational measures to protect the Personal Data Processed under this DPA, especially taking article 32 of the GDPR into account.

The Processor shall permit any audit that a supervising authority or the Controller may require in order to ensure that the Processor fulfills its obligations under the DPA.

Only employees, consultants and other personnel of the Processor that need to have access to the Personal Data in order for the Processor to fulfill its obligations under the Terms or when providing Services shall have access to the Personal Data, and such personnel shall be bound by suitable confidentiality undertakings.

- 8. Use of subprocessors.** The Controller hereby authorizes the Processor to use subprocessors for Processing of Personal Data solely for the purpose of meeting its obligations under the Terms and/or in order for Plint to provide its Services through Plintle. Such subprocessors can consist of different service providers to Plint (such as server providers, freelancers etc.).

The Processor shall ensure that all subprocessors are subject to written agreement(s) that implements the same obligations as the Processors' obligations vis-à-vis the Controller, as set out in this DPA. Supplier is fully responsible for any failure of any subprocessor to comply with the obligations relating to Processing of Personal Data under this DPA.

The Processor may decide to remove, replace or appoint additional suitable and reliable subprocessors provided that the terms of this Section 8 are observed at all times.

- 9. Third country transfers.** The Controller acknowledges and agrees that, in connection with the performance of the Service under the Agreement, Personal Data may be transferred to Processor's subconsultants outside EEA. The Standard Contractual Clauses (<https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>) will apply with respect to Personal Data that is transferred outside the EEA, either directly or via onward transfer, to any country not recognized by the European Commission as providing an adequate level of protection for personal data (as described in GDPR).

10. Liability. The Processor shall be liable for for damages in the event that the Processor incur damage that is directly or indirectly attributable to the Processors' Processing of Personal Data in violation of this DPA. The limitation of liability in the Terms shall apply with regards to to Plintle's liability under this DPA.

11. Termination of the DPA. Upon termination of the Terms or your request to terminate your account on Plintle, the Processor shall return and/or delete all Personal Data Processed under the DPA, as advised by the Controller.