Notisum's general terms and conditions for network services

Valid from 2021-03-01, until further notice.

1. General

1.1. These general terms and conditions apply to the internet services, consulting products and similar services and products provided at any given time by Notisum AB, corporate registration no. 556516-2467 ("**Notisum**").

1.2. Notisum continuously updates its range of services and products and reserves the right to amend, delete or add information in the services and products offered and to cease providing them.

1.3. Agreements on access to services and products provided by Notisum are entered into by a company or other legal entity (the "**Licensee**") for use of the services and products by its employees [and contractors] (the "**Users**"). All Users must accept these general terms and conditions when first logging into the Services (defined below).

1.4. A subscription agreement between Notisum and the Licensee (the "**Subscription Agreement**") covers the services and products included in the Subscription Agreement (the "**Services**") at any given time and they are provided on the financial terms agreed by the parties in the Subscription Agreement and in accordance with these general terms and conditions.

1.5. The Licensee may not grant the use of or transfer its rights under the Subscription Agreement to a third party without Notisum's written permission given in advance. In the event of a transfer, a new party to the Agreement must confirm in writing that it accepts the provisions of the Subscription Agreement and these general terms and conditions.

2. Grant of use and rights

2.1. All rights to the Services and their contents, including copyright and all other intellectual property rights, are the property of Notisum and/or third parties with which Notisum has entered into agreements. Information on copyright and other notices regarding right of ownership contained in the Services or on a supplied product and in documentation relating thereto must be retained by the Licensee and may not be removed or rendered illegible.

2.2. The Licensee and the Users receive no right to the Services over and above what is expressly set out in the Subscription Agreement and in these general terms and conditions.

2.3. Notisum grants the Licensee a non-exclusive, non-assignable and non-transferable right to allow the Users to use the Services during the term of the Subscription Agreement in accordance with the Subscription Agreement and these general terms and conditions and, in connection therewith, to copy, process or produce summaries of the contents of the Services such as lists of laws and other similar work products that are wholly or partly

based on the Services ("**Results**"), all for the Licensee's internal use and in accordance with the Subscription Agreement and these general terms and conditions.

2.4. "**The Licensee's internal use**" means use of the Services and the Results for the Licensee's own activities, but not that the Licensee grants the use of the Services or makes them available to a third party. Further details regarding the boundaries between permitted and prohibited use of the Services and the Results are set out below.

3. More details regarding use of the Services

3.1. The Services may only be used by the Users for the purpose for which they have been produced and only for lawful purposes. The Users may not grant the use of or transfer their right to use the Services or parts thereof or otherwise dispose of the Services. If a User ceases to be an employee or contractor of the Licensee, its right to use the Services in connection therewith ceases.

3.2. The Users are responsible for storing passwords or other user authorisations in a secure manner. The Users can ask Notisum to block the Services or to provide the User with a new password.

3.3. The Users may not transfer, grant the use of or otherwise disseminate passwords or other user authorisations allotted to them by Notisum over and above what is required for the Users' own use of the Service.

3.5. When using the Services, the Users are also required to comply with the other regulations, instructions and restrictions applying to each Service and the other instructions issued by Notisum or a third party with which Notisum has entered into an agreement.

3.6. Notisum is entitled to suspend a User from further use of the Services without prior warning if the User is suspected of using the Services in breach of these general terms and conditions.

3.7. The Users may store Results and documents uploaded by the User with Notisum within the framework of the Services and subject to the more detailed restrictions issued by Notisum. The Licensee is responsible for ensuring that all such storage and processing of the material takes place in accordance with legislation in force at any given time. Notisum must keep such material confidential. The Licensee must indemnify Notisum for all claims for compensation, costs and any other damages that such material may cause Notisum. Notisum reserves the right to delete such material if it is suspected that it has not been stored and/or processed in accordance with applicable legislation and if the Users' right to use the Services ceases. The User is responsible for backing up the Results and documents uploaded by the User.

4. Trial period

4.1. If Notisum and the Licensee have entered into a specific agreement on a trial period for the Services, the following applies.

4.2. Agreed and named Users may have access to the Services for the limited period specified in the agreement (the "**Trial Period**") for the purpose of trying them out. No amount is payable to Notisum for such use of the Services.

4.3. These general terms and conditions apply *mutatis mutandis* to all use of the Services during the Trial Period, except for the payment provision, paragraph 9.

5. Processing of personal data

5.1. Notisum is the data controller for the personal data provided by the Licensee and/or the Users when ordering and/or using the Services. More detailed information on how Notisum processes personal data is provided in Notisum's privacy policy, www.notisum.com.

5.2. In accordance with the General Data Protection Regulation, Notisum will have a role as a data processor in relation to the Licensee, as the data controller, in the event that Notisum and the Licensee have agreed that personal data may be stored in the Services. In such cases, Annex 1, Data Processing Agreement, applies if Notisum processes personal data on behalf of the Licensee.

6. Technical requirements

6.1. See the Notisum website [www.notisum.se] for technical requirements applicable at any given time that must be met in order for the Users to access the Services and the proper functioning of the Services.

6.2. The Licensee and the User are liable for compliance with the technical requirements and the existence of a working connection between the User and the Connection Point (see the definition below). Furthermore, the Licensee and the User are liable for the associated costs and for installation of any required software.

7. Delivery and support

7.1. The Services are provided at the connection point designated by Notisum (the "**Connection Point**"). Unless otherwise agreed by the parties, the Connection Point is the point or points where Notisum connects the Services and the internet.

7.2. See the Notisum website [www.notisum.se] for the opening hours etc. of the Service. During the term of the Agreement, Notisum is entitled to close down one or more Services in full or in part in order to carry out updates, maintenance and similar operations (see the Notisum website [www.notisum.se] for more detailed information on scheduled maintenance operations).

7.3. Technical support and user support, (collectively referred to as "**Support**") for the Services is provided by Notisum or by a third party on behalf of Notisum on weekdays and during office hours (see the Notisum website [www.notisum.se] for the contact details and opening hours etc. of the local support). Until Notisum states otherwise, Support is provided without any specific payment.

7.4. Support does not include support, maintenance, troubleshooting remedying of faults or similar actions regarding the Licensees' or the Users' software or hardware, internet connections and/or products/services that have not been provided by Notisum or for which Notisum is not expressly responsible. Nor does Support include questions regarding the application of the legislation and other regulations involved in the delivery of the Services.

8. Faults or defects

8.1. In the event of a fault or defect in the Services at the Connection Point, the Licensee must contact Notisum for action to be taken (see the Notisum website [www.notisum.se] for contact details for fault reporting).

8.2. Notisum is responsible for faults or defects in the Services that mean that the contents or functioning of the Services substantially fail to comply with Notisum's service descriptions applied at any given time and that the fault or defect is attributable to Notisum. Notisum is not liable for faults or defects attributable to the Licensee, the Users or third parties for which Notisum is not expressly liable.

8.3. Since the Services are dependent on the internet, the Licensee acknowledges that interruptions, delays, bugs and similar obstacles between the Services and the Users, such as on the internet, do not constitute a fault in the Services.

8.4. In the event of a fault or defect in the Services that is not remedied within a reasonable time and that means that the Users' use of the Services is adversely affected to a substantial extent, the Licensee is entitled to receive a reasonable price reduction from when the fault is reported until the fault or defect has been corrected. If the fault or defect is substantial and is not corrected within a reasonable deadline, the Licensee is entitled to terminate all or the relevant parts of the Subscription Agreement. This, together with the provisions of paragraph 11, comprehensively governs Notisum's liability in the event of a fault or defect in the Services.

9. Payment

9.1. The Licensee is obliged to pay fees agreed or otherwise applicable at any given time for all use of the Services.

9.2. Notisum is entitled to increase the fee with immediate effect if the increase is directly attributable to external factors such as changes in exchange rates, tax or similar general duties and in other similar circumstances of economic significance for the Service beyond Notisum's control and which affect the cost of providing the Service. Unless otherwise is stated in these general terms and conditions Notisum must give notice of changes in fees that are not attributable to external factors no later than thirty (30) days before the changes in fees enter into force, whereupon the Licensee has the option of terminating the Subscription Agreement by giving thirty (30) days' notice.

9.3. The fee for a subscription is paid in advance against an invoice subject to payment terms of thirty (30) days net from the invoice date. Any special fees for connection to and use of certain types of Services are paid in arrears against an invoice, subject to the aforesaid payment terms.

9.4. In the event of a delay, statutory interest on overdue payment is charged from the due date. A reminder fee will be charged if a payment reminder is issued. In the event of a delay in payment, Notisum is entitled to temporarily suspend a User's access to the Services until all amounts due have been paid and/or give notice of termination of the Subscription Agreement with effect fourteen (14) days after a payment reminder.

9.5. All amounts in the Subscription Agreement and Notisum's price list exclude VAT. The Customer is responsible for payment of VAT, other taxes and public charges payable or that may be payable in respect of the Services.

9.6. In the event of termination, no fixed fees already paid are refunded except in the event of termination in accordance with paragraphs 8.4, 14.3 and 16. Upon termination, the Customer is obliged to pay Notisum any special expenses invoiced in arrears in accordance with paragraph 9.3.

10. Force majeure

10.1. Neither Party is liable vis-à-vis the other Party for the fulfilment of obligations under the Subscription Agreement or these general terms and conditions when such is prevented by circumstances beyond the control of a party or its suppliers ("**Force Majeure**"), including but not limited to war and mobilisation, natural disasters, epidemics, lockouts or other labour conflicts, lack of natural resources, fire, damage to equipment used, amended public authority regulations, intervention by a public authority, interruption of public transport including, inter alia, energy supply and computer viruses in the Services as well as import and export prohibitions and other prohibitions beyond a Party's control.

10.2. The Party wishing to cite Force Majeure is required to notify the other Party in writing without delay when such a circumstance arises and when it ceases.

10.3. If the performance and fulfilment of these general terms and conditions for the Subscription Agreement are rendered impossible for ninety (90) days due to Force Majeure, either Party is entitled to cancel the Subscription Agreement by giving notice in writing to the other Party.

11. Limitation of liability and claims

11.1. The Licensee must compensate Notisum for any damages sustained by Notisum as a result of use of the Services by the Licensee and/or a User in breach of the Subscription Agreement and these general terms and conditions or in any way that causes damage to Notisum.

11.2. Except as set out above in paragraph 8, Notisum is not liable for the functioning or quality of the Services. Notisum is not liable for factual errors in the Services or for any damages that may arise as a result thereof. Nor will Notisum be liable for any advice or information that the Licensee or a User has been given the opportunity to obtain from a consultant employed by Notisum or a third party in connection with the Services.

11.3. Notisum is not liable for loss of production, loss of profits, loss of income, consequential damages or other indirect damage or loss.

11.4. Notisum's total liability vis-à-vis the Licensee, except in cases of gross negligence or intent, is limited to the payment received by Notisum from the Licensee in accordance with the Subscription Agreement during the preceding twelve (12) months. Notisum is not liable vis-à-vis anyone other than the Licensee such as the Users, the Licensee's customers, suppliers or partners or any authority overseeing the Licensee.

11.5. Complaints and other claims must be filed in writing without undue delay from when a Party discovered or should have discovered the circumstance giving rise to the claim, though no later than within six (6) months from the occurrence of the circumstance, after which the claim otherwise expires.

12. Customer data

12.1. Notisum it is not entitled to make use of any data that the Licensee, either itself or through a User, submits to Notisum or that Notisum otherwise obtains access to through the Licensee's use of the Services ("**Customer Data**"), unless otherwise specified in this Agreement.

12.2. Notisum may use Customer Data to carry out the assignment, for statistical purposes and to improve and develop Notisum's Services.

12.3. Notisum may also transfer Customer Data to group companies and suppliers if necessary to enable it to deliver or develop the Services.

12.4. The Licensee must ensure that Customer data is free from viruses, trojans, worms or other software or code that could damage the Services or Notisum's IT environment.

13. Intellectual property rights

13.1. These general terms and conditions do not mean that copyright or other intellectual property rights to the Services are transferred to the Licensee, a User or other third party. The Licensee and the User may not copy, modify or otherwise process software or other materials associated with the Services or transfer or grant the use of the right to such software or materials to another party unless such is provided in these general terms and conditions or has otherwise been agreed in writing with Notisum.

13.2. The Licensee undertakes to defend Notisum at its own expense if a claim is filed or an action is brought against Notisum for infringement due to use of the Services by the Licensee or User in breach of these general terms and conditions. The Licensee undertakes to compensate Notisum for all costs and damages that Notisum may be required to pay due to a settlement or judgment.

14. Term of the Agreement

14.1. The Subscription Agreement applies, unless otherwise agreed, from when the Agreement is signed and thereafter for twelve (12) months.

14.2. If the Subscription Agreement has not been terminated no later than sixty (60) days prior to the end of the term of the Agreement by means of notice of termination given by the Licensee to Notisum no later than that date, the Subscription Agreement is

automatically extended by twelve (12) months or by the agreed extension period, with the corresponding notice period. In the event of an extension of the Subscription Agreement, Notisum's general terms and conditions and prices in force at any given time apply. The notice of termination must be given in writing.

14.3. In addition to what is otherwise specified in the Subscription Agreement and these general terms and conditions, a party is entitled to terminate the Subscription Agreement with immediate effect if the other party (a) is in breach of the Agreement and fails to adopt a remedy within twenty (20) days of receipt of a written reminder of the breach of the agreement from the other party, or (b) initiates a liquidation procedure, applies for bankruptcy or is declared bankrupt, suspends payments or may otherwise be feared to be on the way towards insolvency.

14.4. The Licensee no longer has any right to use the Services as of the date when the Subscription Agreement ceases. If Notisum has stored Results from the Users or other materials in connection with the Services, Notisum is entitled to delete such material ninety (90) days after the Subscription Agreement ceases.

15. Confidentiality

15.1. "**Confidential Information**" means any information of an economic, technical, commercial or other nature relating to the parties and their affiliated companies, whether or not the information has been documented in writing. Nevertheless, information that is public knowledge or that has become public knowledge other than through breach of these general terms and conditions by the party receiving it must not be regarded as Confidential Information.

15.2. The parties undertake not to disclose, in whole or in part, Confidential Information received in connection with the Subscription Agreement and these general terms and conditions relating to the other party or to a third party unless the other party has given its prior written consent thereto or the party disclosing the Confidential Information has an obligation to do so in accordance with an applicable law, an enforceable judgment, a binding decision by a public authority or directives or applicable regulations for regulated markets. The parties may not make use of Confidential Information for any purpose other than to exercise their rights and obligations in accordance with the Subscription Agreement and these general terms and conditions. A party must adopt all necessary measures to prevent prohibited dissemination or use of Confidential Information by its employees or contractors.

15.3. The parties' confidentiality obligations must apply without limitation in time.

15.4. Notisum may, by special agreement with the Licensee, indicate for marketing purposes that the Licensee is a user of the Services.

16. Amendment of general terms and conditions

Notisum is entitled to amend these general terms and conditions without prior approval from the Licensee. The Licensee will be informed if such amendments are substantially detrimental to it and the amendments enter into force thirty (30) days after the Licensee was notified of the amendment. In the event of any amendment that is substantially detrimental to the Licensee, the Licensee is entitled to notify Notisum, no later than

fourteen (14) days before the amendment enters into force, that the Licensee gives notice of termination of the Subscription Agreement from the date of entry into force of the amendment. The notice of termination must be given in writing.

17. Notices

17.1. Notisum issues notices to the Licensee via the Services, by means of a letter to the address communicated by the Licensee, by email to the email address communicated by the Licensee or as otherwise agreed by the parties.

17.2. Notices to the Licensee regarding amendments to the terms and conditions and any other notices under these general terms and conditions must be considered to have been received by the Licensee no later than three (3) days after the notice was sent by post to the latest address of which Notisum was notified in writing by the Licensee. Notices issued in the Service or that are sent by email to the latest email address of which Notisum was notified by the Licensee will be considered to have been received by the Licensee immediately.

17.3. The Licensee is required to notify Notisum in the Service of updates to its address, email address or other contact details provided to Notisum.

17.4. The Licensee may issue notices to Notisum regarding these general terms and conditions by using Notisum's user support in the Services.

18. Choice of law and jurisdiction

Swedish substantive law will apply to these general terms and conditions. Disputes relating to these general terms and conditions will be heard by the Stockholm District Court as the court of first instance.

Annex 1 Data processing agreement

The data processing agreement (the "**Data Processing Agreement**") below is entered into between the Licensee (the "**Data Controller**") and Notisum (the "**Data Processor**"), individually referred to as a "**Party**" and collectively as the "**Parties**". The Data Processing Agreement is intended to regulate the rights and obligations of the Data Processor when processing personal data on behalf of the Data Controller.

Terms in the Data Processing Agreement shall have the same meaning as in applicable data protection legislation in accordance with law in force in Sweden at any given time.

1. Background and purpose of the Data Processing Agreement

The Data Controller has entered into an agreement (the "**Service Agreement**") on access to services and products (the "**Services**") provided by the Data Processor. Under the Service Agreement, the Data Processor may have access to and thus process personal data on behalf of the Data Controller.

Applicable data protection rules require that a written agreement be entered into when engaging a personal data processor. The Data Processing Agreement is a data processing agreement of that kind.

2. Processing of personal data under the Data Processing Agreement

The Data Processor must process personal data in accordance with the Data Processing Agreement, applicable data protection legislation and instructions from the Data Controller which, unless otherwise specifically agreed, are as follows:

The Data Processor processes personal data in the Services for the purpose of storing the Data Controller's results, documents uploaded by the User and texts in free text fields in accordance with the terms of the Service Agreement. The Data Controller is responsible for providing the Users of the Services with instructions whereby personal data may only be stored for this purpose and in accordance with the principles set out in the Data Processing Agreement.

The categories of data subjects processed within the framework of the Data Processing Agreement are Users and any personal data filled in by Users in results, free text fields and other documents uploaded by the User that may relate, for example, to employees, customers, advisors and counterparties.

The categories of personal data stored in the Services consist of the names and contact details of persons and other personal data that a User chooses to provide in results, free text fields and other documents uploaded by the User, which may consist, for example, of titles, internal instructions and comments, details of permits, audit data, investigations and results. Sensitive personal data may not be stored in the Services and the level of security measures at the Data Processor is adapted accordingly.

The personal data must be stored for as long as necessary for the purpose of the processing. The Data Controller is responsible for providing the Users with instructions on deletion. When the Data Processing Agreement ceases, the personal data must be deleted and returned in accordance with paragraph 8.

The Data Processor may not process personal data for its own or any purpose other than those specified above or specifically agreed. Nor may the Data Processor transfer personal data to countries outside the area of the EU/EEA.

The Data Processor must, without undue delay but no later than 30 days from a request by the Data Controller, provide it with access to the Personal Data processed by the Data Processor and correct or delete data at the request of the Data Controller.

The Data Processor must keep a record of processing carried out on behalf of the Data Controller. Data from the record must, on request, be submitted to the Data Controller or authorised supervisory authority in a readable format. Such a record must include

   i)   the name and contact details of the Data Processor and the Data Controller,
   ii)   the type of processing carried out, and
   iii)   a general description of the organisational and technical security measures that have been adopted to achieve an appropriate level of security for the processing.

3. The Parties' obligations

The Data Controller will be liable for ensuring that the processing of personal data in the Services is lawful and only takes place in accordance with the Service Agreement, the Data Processing Agreement and the Data Controller's instructions.

The Data Controller must only provide the Data Processor with access to the Personal Data that is necessary with regard to the purpose of the processing.

The Data Controller must immediately correct data if instructions given to the Data Processor are discovered to be incorrect, incomplete or otherwise need to be changed.

The Data Controller must provide the Data Processor with the information and personal data that are required and that are appropriate to allow it to fulfil its obligations in accordance with the Service Agreement and applicable data protection legislation.

The Data Processor must ensure, by means of technical and organisational restrictions, that access to the personal data is only given to authorised and adequately trained personnel and subcontractors so that the personal data is processed appropriately and securely in accordance with all parts of the Data Processing Agreement.

The Data Processor must process personal data confidentially and ensure that only personnel who require direct access to personal data to enable them to fulfil the Data Processor's obligations under this Data Processing Agreement are permitted access to such data. The Data Processor must ensure that such personnel are covered by suitable confidentiality undertakings either by law or under an agreement.

The Data Processor must protect the personal data against all types of prohibited processing including unauthorised access, prohibited dissemination or unsolicited deletion.

The Data Processor must notify the Data Controller without undue delay after having received knowledge of a personal data breach. A notification must contain the available information that may reasonably be required in order for the Data Controller to comply with its obligations under applicable data protection legislation. Such information includes, for example, a description of the nature of the personal data breach, categories and approximate number of data subjects affected, categories and approximate number of personal data items concerned as well as a description of the action taken to remedy the personal data breach or mitigate its potential adverse effects. If and insofar as the information cannot be provided at the same time, the information may be provided in batches without further undue delay.

The Data Processor must:

a) to the extent possible and taking into account the nature of the processing, assist the Data Controller in fulfilling the Data Controller's obligations in accordance with applicable data protection legislation regarding the Data Controller's obligation to comply with data subjects' demands to exercise their rights (such as correction, deletion, restriction, data portability and access requests);

b) assist the Data Controller in fulfilling the Data Controller's obligations to adopt appropriate security measures for the processing of personal data under the Data Processing Agreement in order to ensure an appropriate level of security in relation to the risk of the personal data processing;

c) assist the Data Controller in fulfilling the Data Controller's obligation to carry out data protection impact assessments for processing under the Data Processing Agreement that is likely to result in a high level of risk for the rights and freedoms of natural persons;

d) assist the Data Controller by providing the information, assistance and resources that may reasonably be required to comply with the Data Controller's obligation to provide information and documentation to the supervisory authority due to prior consultation and to participate, if necessary and to a reasonable extent, in meetings with the Data Protection Authority; and

e) at the request of the Data Controller or its representative, prove that obligations under the Data Processing Agreement and applicable data protection legislation are being fulfilled by providing the Data Controller or its representative with relevant documentation and enabling and assisting in examination and inspections of premises, equipment and systems and providing other relevant evidence. Persons who access the information referred to in this paragraph e) must be bound by confidentiality vis-à-vis the Data Processor or an obligation of professional secrecy in accordance with law. The Data Controller must pay costs incurred as a result of work under this paragraph e), provided that the costs are more than negligible.

The nature of the processing and the information available to the Data Processor must be taken into consideration when the Data Processor assists the Data Controller in fulfilling its obligations under applicable data protection legislation in accordance with paragraphs b) – d) above.

The Data Processor must inform the Data Controller in writing in advance of changes in organisation and technical solutions that may substantially affect the processing in accordance with the Data Processing Agreement or applicable data protection rules.

If the Data Processor is required, in accordance with a legal obligation, to process the personal data processed on behalf of the Data Controller for any purpose or by any means other than as set out in the Data Controller's instructions, the Data Processor must immediately inform the Data Controller of the legal obligation, unless the Data Processor is prevented from doing so by law of other regulation, or a decision by a public authority.

4. Security

In accordance with applicable data protection legislation, the Data Processor must adopt suitable technical and organisational security measures to protect the personal data processed on behalf of the Data Controller under the Service Agreement.

The Data Processor has implemented the technical and organisational measures set out in Annex A.

5. Transfer of personal data outside the EU/EEA

The Data Processor does not transfer personal data outside the area of the EU/EEA.

6. Sub-Processors

The Data Processor uses four sub-processors: Karnov Group Denmark AB, which owns and maintains servers where all data is stored, and Kopparklinten AB, Mandoit AB and DL Moberg AB, which are subcontractors of the Data Processor for administration, development and technical support tasks.

The Data Controller accepts that the Data Processor engaged the above sub-processors at the moment when the Data Processing Agreement was entered into.

The Data Processor shall enter into an agreement with all sub-processors that imposes obligations on the sub-processors that correspond to those applying to the Data Processor under this Data Processing Agreement and under which the sub-processor is required to adopt appropriate technical measures in accordance with applicable data protection legislation.

The Data Processor is entitled to engage, exchange or cease to use sub-processors (general prior authorisation) for the purpose of providing the Services under the Service Agreement. If the Data Processor intends to engage or replace a sub-processor, the Data Processor must inform the Data Controller by email.

The information must include at least the company name, corporate registration number (or equivalent), registered office (address and country), categories of personal data and data subjects and where the personal data will be processed.

The Data Controller is entitled to object within thirty (30) days from the date when a notice is issued in accordance with the above. If such an objection is raised on grounds of data

protection law, the parties are entitled to terminate the Service Agreement with immediate effect, though with no right to reimbursement of fees or compensation for damage or loss paid or accrued.

The Data Processor is fully liable vis-à-vis the Data Controller in the event that the sub-processor fails to fulfil its data protection obligations.

7. Liability for damage

Article 82 of the General Data Protection Regulation will apply in the event that compensation for damages in connection with personal data processing is payable to a data subject, through an established judgment or settlement, due to a breach of a provision of this Data Processing Agreement, the Data Controller's instructions and/or applicable data protection legislation.

Penalty fees in accordance with Article 83 of the General Data Protection Regulation or Chapter 6, section 2 of the Act (2018:218) containing supplementary provisions to the EU Data Protection Regulation must be paid by the party on which such fees are imposed.

Notwithstanding the contents of the Service Agreement, this paragraph 7 takes precedence over other rules on allocation between the parties of claims in relation to personal data processing.

8. Term of the Agreement

This data processing agreement is valid from the date on which it was approved by the Data Controller up to when the processing of the relevant personal data by the Data Processor ceases or it has been replaced by a new personal data processing agreement.

When the processing under the Data Processing Agreement has finally ceased, the data must be deleted or returned to the Data Controller unless this is incompatible with applicable data protection rules or other mandatory legislation.

10. Notices

Unless otherwise stated in this Data Processing Agreement, information and notices under the Data Processing Agreement will be communicated in the same way as under the Service Agreement.

9. Choice of law and jurisdiction

Swedish substantive law will apply to these terms and conditions. Disputes relating to these terms and conditions will be heard by the Stockholm District Court as the court of first instance.

Annex A Security measures

Physical access control

All storage, physical servers and data are handled securely and maintain a high level of security with respect to access control systems, alarms and shell protection. No unauthorized person may stay on the premises without the company of authorized personnel.

Notisum has routines for handing out and returning codes and keys upon employment and upon termination of employment. Only authorized technical staff has access to data centers.

Access control relating to systems

Strong and complex passwords, with regular changes, are used to access systems where personal data is stored. Access to the server environment requires a VPN connection.

Access control relating to personal data

Company staff only has access to the personal data systems they need to perform their tasks. At employment termination, special procedures are followed to close access.

Access control in the case of transfers

All transfer of personal data to and from digital services are encrypted with strong encryption in accordance with current industry standards. Transfer is only done to pre-approved destinations.

Control over entry of personal data

In Notisum's digital services, logging takes place in system logs of activities such as logging in and changing information for authorization.

Accessibility control

At the system level, it is possible to restore contents of the database from daily backup files that are stored separately.

Separation control

Personal data processed for different purposes are treated separately, are logically separate and can be selected based on the source they originate from.

Storage procedures

During the term of the agreement, personal data is deleted at the request of the Personal Data Controller as soon as possible and no later than within 30 days of the Personal Data Controller requesting that the personal data be deleted.

After the Data Processing Agreement has expired, reference is made to clause 8 of the Data Processing Agreement.

Security regulations

Only trained and authorized personnel at Notisum have access to personal data. All employees are required to follow established policies for data security.

Assistants are bound by the same security regulations and data security commitments as Notisum employees.

Certifications, etc.

All Notisum personnel undergo annual training in data protection and are required to follow the data protection policy that the company applies.