



# Data Processing Agreement

## *Appendix to the Agreement on Ajour*

This Data Processing Agreement is an appendix to the Agreement on Ajour ("the Agreement on Ajour") between the parties and forms an integral part thereof in accordance with the Agreement on Ajour's regulations regarding personal data.

The following Data Processing Agreement ("The Agreement") is hereby concluded between "the Customer" (the legal entity referred to as the Customer in the Agreement) and Ajour System A/S, CBR no: 32289312, Sanderumvej 16 B, 5250 Odense SV ("the Supplier"), collectively referred to as "the Parties" and separately a "Party":

### **1. The scope of the Agreement**

- 1.1. The Supplier is a Data Processor for the Customer in that the Supplier carries out the data processing tasks described in Appendix 1 on behalf of the Customer.
- 1.2. The personal data processed by the Supplier, the purposes of the processing, the categories of personal data and the categories of data subjects are listed in Appendix 1.
- 1.3. The Agreement only governs the processing of personal data that the Supplier undertakes on behalf of the Customer.
- 1.4. "Personal Data" means any information about an identified or identifiable natural person as referred to in Article 4 (1) of Regulation (EU) 2016/679 of 27 April 2016 ("the Personal Data Regulation").

### **2. Processing of Personal Data**

- 2.1. The Supplier only processes personal data on instructions from the Customer.
- 2.2. Instruction: The Supplier is instructed to process personal data solely for the purpose of carrying out the data processing tasks set out in Appendix 1. The Supplier may not process or use personal data for purposes other than those specified in the instruction, including transferring personal data to a third country or an international organisation unless the Supplier is required to do so according to EU law or the law of a member state to which the Supplier is subject. If so the Supplier must notify the Customer in writing of this legal obligation before commencing the processing, unless the legislation in question prohibits such notification on the basis of overriding public interests.
- 2.3. If the Supplier estimates that an instruction from the Customer is in violation of the Personal Data Regulation, data legislation in other EU laws or in the legislation of a member state, the Supplier must inform the Customer of this in writing.
- 2.4. The Customer guarantees the Supplier that they have the required right to process personal data covered by the Agreement and to allow the Supplier to process such personal



data on behalf of them, including but not limited to, collecting the relevant consent.

### **3. Requirements of the Supplier**

- 3.1. The Supplier must process personal data in compliance with the applicable Danish personal data law, including the Personal Data Regulation, when it enters into force.
- 3.2. The Supplier must ensure that the persons that are authorised to process the personal data have committed to confidentiality or are subject to an appropriate statutory duty of confidentiality.
- 3.3. The Supplier must implement the appropriate technical and organisational security measures against the event that the personal data
  - (i) Are inadvertently or illegally destroyed, lost or altered,
  - (ii) Forwarded or made available without authorisation, or
  - (iii) Are in other ways treated in violation of the law, including the Personal Data Regulation.
- 3.4. The Supplier must also comply with the regulatory requirements for security measures that directly oblige the Supplier, including the requirements for security measures in the country in which the Supplier is established or in the country where the data processing is carried out.
- 3.5. Determination of the appropriate technical and organisational security measures must take into account
  - (i) The actual technical level
  - (ii) The cost of implementation, as well as
  - (iii) The nature, extent, coherence and purpose of the processing as well as the risks of varying probability and how serious it is for the rights and freedom rights of natural persons.
- 3.6. At the Customer's request the Supplier must provide the Customer with all necessary information to ensure that the Supplier's obligations under the Agreement are complied with, including the necessary technical and organisational safety measures.
- 3.7. The Customer is entitled at their own expense to appoint an independent expert who must have access to the parts of the Supplier's physical facilities where the processing of personal data is carried out, and to receive the necessary information to carry out an investigation as to whether the Supplier has established the said technical and organisational security measures. The Customer's independent expert is unable to access information about the Supplier's overall cost structure or to information related to other of the Supplier's customers. The expert must, at the Supplier's request, sign a customary declaration of confidentiality and, under any circumstances, treat any information obtained from or received from the Supplier confidentially and may only share the information with the Customer. The Customer may not transmit the information or use the information for



purposes other than to assess the extent to which the Supplier has taken the necessary technical and organisational security measures.

- 3.8. After being informed hereof the Supplier must, without undue delay, inform the Customer of
- (i) Any request from an authority regarding disclosure of personal data covered by the Agreement, unless informing the Customer is prohibited under EU law or legislation in a state to which the Supplier is subject,
  - (ii) Any suspicion or finding of (a) breach of security leading to accidental or illegal destruction, loss, alteration, unauthorised disclosure or access to personal data transmitted, stored or otherwise processed by the Supplier in accordance with the Agreement, or (b) any other failure to comply with the obligations of the Supplier in accordance with sections 3.3 and 3.4, or
  - (iii) Any request for insight into personal data received directly from the data subject or a third party.
- 3.9. The Supplier must assist the Customer in handling any request from a data subject in accordance with Chapter III in the Personal Data Regulation, including requests for access, rectification, blocking or deletion.
- 3.10. The Supplier must assist the Customer in ensuring compliance with the Customer's obligations in accordance with Articles 32-36 of the Personal Data Regulation and any other obligations which may be imposed on the Customer under EU law or the law of a member state where the Supplier's assistance is expected, but only to the extent that the supplier's assistance is necessary for the Customer to be able to comply with their obligations. This includes, amongst other things, providing the Customer with all the necessary information about an incident covered by item 3.8 (ii), as well as all the necessary information for the purpose of an impact assessment in accordance with Articles 35-36 of the Personal Data Regulation, to the extent that the Supplier has access to such information.
- 3.11. In Appendix 1, the Supplier has provided the physical location of servers, service centres, etc. which are a part of the execution of the data processing. The Supplier obliges to give written notice to the Customer prior to changes to the physical location. This does not require a formal amendment to Appendix 1, prior written notice is sufficient.
- 3.12. The Customer will pay the Supplier separately and according to the time and materials involved in handling inquiries and tasks in accordance with the Agreement's item 3.6, 3.7, 3.8 (i) and (iii), 3.10, 3.11, 7.4 and 7.5. The fee is determined according to the Supplier's current price list, which is given to the Customer.

#### 4. Sub-processors



- 4.1. The Supplier may make use of sub-processors. At the time of the conclusion of the Agreement, the Supplier makes use of the sub-processors listed in Appendix 2. The Supplier must notify the Customer in writing of any planned changes regarding the addition or replacement of sub-processors within 2 months before the change enters into force, after which the Customer may refuse the use of the new sub-processor within 2 weeks of the notice of the change without reason, in which case the Supplier is entitled to terminate all agreements with the Customer, under which the Supplier processes personal information on behalf of the Customer, with one month's notice. Upon termination of the use of a sub-processor, the Supplier must notify the Customer in writing.
- 4.2. The Supplier must, prior to using a sub-processor, make a written agreement with the sub-processor in which the sub-processor is obliged to observe at least obligations that are similar to those which the Supplier has undertaken in the Agreement, including the obligation to implement appropriate technical and organisational measures to ensure that the processing meets the requirements of The Personal Data Regulation.
- 4.3. The Customer is entitled to receive a copy of the parts of the Supplier's agreement with a sub-processor that deals with data protection obligations that are mandatory according to section 4.2. The Supplier is liable to the Customer for the sub-processor's compliance with its data protection obligations. The fact that the Customer has granted consent to the Supplier's agreement with a sub-processor is without prejudice to the Supplier's obligation to comply with the Agreement.

## 5. Confidentiality

- 5.1. The Supplier must keep all personal data confidential.
- 5.2. The Supplier may not convey personal data to third parties or make copies of personal data unless this is necessary to fulfil the Supplier's obligations to the Customer, provided that the person to whom the personal data is given is aware of the confidentiality of the information and has agreed to keep the personal information confidential in accordance with the Agreement, or this is due to a statutory obligation of the Supplier.
- 5.3. The Supplier must restrict access to the personal data to the employees for whom it is necessary to have access to personal data in order to fulfil the Supplier's obligations to the Customer.
- 5.4. The obligations of the Supplier under this paragraph 5 exist without time limitation, and regardless of whether the cooperation between the parties has ceased.
- 5.5. The Customer must treat confidential information received from the Supplier confidentially, and may not without authorisation exploit or disclose the confidential information.

## 6. Amendments and transfers



- 6.1. The Agreement may be amended in accordance with the Agreement on Ajour System's regulations regarding amendments.
- 6.2. The Supplier may assign their rights and obligations under the Agreement without the Customer's consent, provided that the person to whom the rights and/or duties are transferred is required to process personal data in accordance with the requirements applicable to the Supplier in accordance with the Agreement.

## **7. Duration and termination of the Agreement**

- 7.1. The Agreement will enter into force at the same time as the Agreement on Ajour and shall remain in force until the Agreement on Ajour is terminated.
- 7.2. Each Party may terminate the Agreement under the same terms that apply to the Agreement on Ajour.
- 7.3. Regardless of the formal agreement period of the Agreement, the Agreement shall continue to apply as long as the Supplier processes personal data on behalf of the Customer for which the Customer is personal data controller, but only for the personal data that is processed at any time on behalf of the Customer by the Supplier.
- 7.4. The Supplier must, at the request of the Customer and upon termination of the Agreement, delete personal data that the Supplier processes and/or has processed on behalf of the Customer, unless the EU law or the legislation of a member state prescribes the retention of personal data.

## **8. Notifications**

- 8.1. In the event that a Party under the Agreement is required to provide written notice to the other Party, this obligation may be fulfilled by sending an email to the other Party's most recently stated email address. The Supplier may also fulfil their duty to give notice in writing by publishing news directly to the system to which the Customer has been granted a user licence in accordance with the Agreement on Ajour.

## **9. Precedence**

- 9.1. In the event of inconsistency between the provisions of the Agreement and the provisions of other written or oral agreements concluded between the Parties, the provisions of the Agreement shall prevail.



## **Appendix 1**

This appendix includes, amongst other things, the Customer's instructions to the Supplier regarding the

Supplier's data processing on behalf of the Customer and is an integral part of the Agreement.

### **Instruction in and description of the processing of personal data in Ajour**

#### *The purpose and nature of data processing*

The purpose of allowing the Supplier to execute the data processing is to allow the Customer to use Ajour, an IT system that the Customer accesses through the internet and which is hosted and operated by the Supplier. Ajour assists in handling Customer documentation and document administration as well as task and process management for the Customer's employees and collaborators.

#### *Categories of Data Subjects*

- I. The Customer's current employees if the customer enters information about these in Ajour.
- II. The Customer's resigned employees if the customer enters information about these in Ajour.

#### *Categories of Personal Data*

For the above mentioned categories of persons, name, email, telephone number, employer and job title are processed.

#### **Location including indication of country for processing**

Sanderumvej 16B  
5250 Odense SV  
Denmark

#### **Disclosure of data**

The Supplier may disclose personal data on behalf of the Customer as part of the Supplier's services to the customer, including, for example, to partners, etc.





## **APPENDIX 2**

### The Use of Sub-processors

The Supplier collaborates with Complit A/S, that hosts the Supplier's backup and Itadel A/S, that provides hosting and backup of systems. The Data Processing Agreement therefore includes both of these.

ITADEL A/S  
Sletvej 30  
8310 Tranbjerg

Complit A/S  
Hunderupvej 116  
5230 Odense M