

# Data Processing Agreement

This Data Processing Agreement (this “Agreement”) is made as of (the “Agreement Effective Date”) between:

Automile AB, 556775-5698, Box 16046, SE 103 21 Stockholm, Sweden (“Automile”) and (“Customer”):

This Agreement supplements the service agreement between Customer and Automile, (the “Service Agreement”), regarding Customer’s use of the Automile service (the “Services”).

The parties agree as follows.

## 1. Definitions

Unless otherwise defined in the Service Agreement, all capitalized terms used in this Agreement will have the meanings given to them below:

- a. **CUSTOMER DATA** means the “personal data” (as defined in the GDPR) that is processed by Automile on behalf of Customer, in connection with Customer’s use of the Services.
- b. **GDPR** means the Regulation (EU) 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 any replacement regulation imposing equivalent obligations.
- c. **PROCESSING** has the meaning given to it in the GDPR and “process”, “processes” and “processed” will be interpreted accordingly.

## 2. DATA PROCESSING

**2.1 SCOPE AND ROLES.** This Agreement applies when Customer Data is processed by Automile on behalf of Customer. In this context, Customer may act as “controller” or “processor” and Automile may act as “processor” or “sub-processor” with respect to Customer Data (as each term is defined in the GDPR).

**2.2 COMPLIANCE WITH LAWS.** Each party will comply with all laws, rules and regulations applicable to it and binding on it in the performance of this Agreement, including all statutory requirements relating to data protection.

**2.3 THE NATURE AND PURPOSE OF DATA PROCESSING.** As long as Customer is using the Services, and as a consequence of Customer using the Services, Automile will process Customer Data on behalf of Customer. Customer Data includes but is not limited to names, addresses and contact information of the Customer's employees and subcontractors, as well as localization data.

**2.4 INSTRUCTIONS FOR DATA PROCESSING.** Automile will process Customer Data in accordance with Customer's instructions, unless required to do otherwise by applicable law. Any additional costs, which arise as a result of such restrictions, shall be borne by Customer. The parties agree that this Agreement is Customer's complete and final instructions to Automile in relation to the processing of Customer Data, including but not limited to those specifications set forth in Exhibit 1, which constitutes an integral part of this Agreement. Processing outside the scope of this Agreement (if any) will require prior written agreement between Automile and Customer on additional instructions for processing, including agreement on any additional fees Customer will pay to Automile for carrying out such instructions. Customer may terminate this Agreement if Automile declines to follow instructions requested by Customer that are outside the scope of this Agreement. Automile shall immediately inform the Customer in case Automile considers an instruction to be contrary to the GDPR or any other statutory requirements relating to data protection.

**2.5 ACCESS OR USE** Automile will not access or use Customer Data, except as necessary to maintain, improve and provide the Services requested by Customer. Automile will process Customer Data only in accordance with applicable law and the Automile privacy policy, which can be found on <https://www.automile.com/privacy-policy>. Customer agrees that Automile may collect and use technical data, usage and quality statistics and related information, that are gathered periodically to facilitate the provision of updates, support and other services to Customer related to the Services. Automile and its third party providers may monitor, use and store such data to improve the Services and the Customer's user experience.

**2.6 ASSISTANCE.** Automile shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights.

**2.7 DISCLOSURE.** Automile will not disclose Customer Data to any government, except as necessary to comply with the law or a valid and binding order of a law enforcement agency (such as a subpoena or court order). If a law enforcement agency sends Automile a demand for Customer Data, Automile will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, Automile may provide Customer's basic contact information to the law enforcement agency. If compelled to disclose Customer Data to a law enforcement agency, then Automile will give Customer reasonable Notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Automile is legally prohibited from doing so.

**2.8 AUTOMILE PERSONNEL.** Automile restricts its personnel from processing Customer Data without authorisation by Automile. Automile will impose appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.

**2.9 REGIONS.** Automile may transfer Customer Data to a country outside of EU/EES. Such transfer shall be made in accordance with applicable law, which may for example require entering into a binding agreement based on the applicable EU model clauses, or adherence to the Privacy Shield Framework.

### **3. Security responsibilities of Automile**

Automile will implement such technical and organizational measures to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized processing, disclosure and access, which are required by applicable law. Automile will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) help Customer secure Customer Data against accidental or unlawful loss, access or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the Automile Network, and (c) minimize security risks, including through risk assessment and regular testing. Automile will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include measures relating to both network and physical security, and will be reviewed periodically by Automile to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews. If Customer wished Automile to take any further measures, Automile will do so to a reasonable extent, but any additional costs shall be borne by Customer.

### **4. Customer's responsibility**

Customer is solely responsible for reviewing the information made available by Automile relating to data security and making an independent determination as to whether the Services meet Customer's requirements, and for ensuring that Customer's personnel and consultants follow the guidelines they are provided regarding data security.

### **5. Audit of technical and organisational measures**

Upon the reasonable request of Customer and during regular business hours, Automile will submit its data-processing facilities for audit of the processing activities covered by the Service Agreement which shall be carried out by Customer at Customer's expense.

### **6. Security breach notification**

**6.1 IF AUTOMILE BECOMES AWARE** of either (a) any unlawful access to any Customer Data stored on Automile's equipment or in Automile's facilities; or (b) any unauthorized access to such equipment or facilities, where in either case such access results in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Automile will promptly: (a) notify Customer of the Security Incident; and (b) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

**6.2 CUSTOMER AGREES THAT:** (i) an unsuccessful Security Incident will not be subject to this Section. An unsuccessful Security Incident is one that results in no unauthorized access to Customer Data or to any of Automile's equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents; and

(ii) Automile's obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by Automile of any fault or liability of Automile with respect to the Security Incident.

**6.3 NOTIFICATION(S) OF SECURITY INCIDENTS,** if any, will be delivered to one or more of Customer's administrators by any means Automile selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on the Automile management console at all times.

## **7. Subcontracting**

**7.1 AUTHORISED SUBCONTRACTORS.** Customer agrees that Automile may use subcontractors to fulfil its contractual obligations under this Agreement or to provide certain services on its behalf, such as providing support services. Upon request by Customer, Automile shall inform Customer of the name(s) of the subcontractor(s) Automile is using and what kind of service the subcontractor performs. The subprocessor, which Automile is currently using, are set forth in Exhibit 2. Customer shall have the right to prevent Automile from using the services of such subcontractor with regard to Customer Data.

**7.2 SUBCONTRACTOR OBLIGATIONS.** Where Automile authorises any subcontractor as described in this Section 7:

(i) Automile will restrict the subcontractor's access to Customer Data only to what is necessary to maintain the Services or to provide the Services to Customer in accordance with the Documentation and Automile will prohibit the subcontractor from accessing Customer Data for any other purpose.

(ii) Automile will impose appropriate contractual obligations in writing upon the subcontractor that are no less protective than this Agreement, including relevant contractual obligations regarding confidentiality, data protection, data security and audit rights; and

(iii) Automile will remain responsible for its compliance with the obligations of this Agreement and for any acts or omissions of the subcontractor that cause Automile to breach any of Automile's obligations under this Agreement.

## 8. Duties to inform

Where Customer Data becomes subject to confiscation during bankruptcy or insolvency proceedings, or similar measures by third parties while being processed by Automile, Automile will inform Customer without undue delay. Automile will, without undue delay, notify all relevant parties in such action (e.g. creditors, bankruptcy trustee) that any Customer Data subjected to those proceedings is Customer's property and area of responsibility and that Customer Data is at Customer's sole disposition.

## 9. Deletion and return of data

When Automile is no longer performing the Services relating to the processing of Customer Data, then Automile shall at Customer's choice either return or delete all Customer Data to Customer. However, Customer Data may still be retained by Automile for audit or archival purposes, to defend a legal claim, or as required by applicable laws.

## 10. Nondisclosure

Customer agrees that the details of this Agreement are not publicly known and constitute Automile's Confidential Information under the confidentiality provisions of the Service Agreement.

## 11. Entire agreement; conflict

Except as amended by this Agreement, the Service Agreement will remain in full force and effect. If there is a conflict between the Service Agreement and this Agreement, the terms of this Agreement will control.

## 12. Applicable law and venue

This Agreement is governed by Swedish law. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The arbitral tribunal shall be composed of one arbitrator. This shall apply also after the Service Agreement has terminated.

## 13. Counterparts

This Agreement may be executed, via wet ink or e-signature, in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.

Place and date:

Place and date:

**Automile**

# Exhibit 1

## Instructions by data controller

In addition to what is stated in the Agreement, Automile shall comply with the following instructions:

### **PURPOSE OF PROCESSING**

Automile will process the Customer Data will in order to fulfil its obligations under the Service Agreement, and to provide customer and technical support.

### **TYPES OF PERSONAL DATA**

Customer Data includes:

- User name
- Telephone number
- E-mail
- Localization data

### **CATEGORIES OF DATA SUBJECTS**

Employees, consultants and other persons involved in the Customer's business.

### **NATURE OF PROCESSING**

Automile will process and store personal data.

### **LOCATION FOR PROCESSING DATA**

Automile's own servers in Sweden, and in the subprocessors' servers outside of EU/EES.

### **DURATION OF PROCESSING**

The Customer Data will be stored for a maximum of seven years, however no longer than during the term of the Service Agreement.

## Exhibit 2

### Subprocessors at the time of the signing of the agreement

#### Intercom R&D Unlimited Company (USA)

Customer support

#### Zendesk, Inc (USA)

Customer Support

#### Slack Technologies, Inc (USA)

Internal Communication

#### Google, Inc (USA)

Document Handling & E-Mail

#### Front, Inc (USA)

Customer Support

#### Other companies in the Automile Group (USA, Sweden)