RESEARCH

RESEARCH
AUTOMATORS

RESEARCH AUTOMATORS DATA PROCESSING AGREEMENT

PARTIES

This Data Processing Agreement ("the DPA") has been signed by on (date signed):

between ….

(below referred to as "Controller") and

Research Automators Sweden AB, corp.id 556619-9740, with address
Hornsgatan 24, 118 20 Stockholm (below referred to as "Processor" or "RA"),

and each separately referred to as "Party" or together as "Parties".

1. Background and Purpose

1.1 RA acts within two main areas of business:

Supplier of research services based on RA:s IT platform for questionnaires,

Supplier of Services as a Software for surveys that are provided to other companies as Cloud
service and also supplier of support services in conjunction with the Cloud service.

1.2 The Controller has committed RA as Data Processor to – on behalf of the Controller -

Collect, temporarily store and process personal data in different survey projects

and/or

in terms of a cloud service provide an IT platform for surveys that make it possible to collect, temporarily store and present charts by calculations and aggregations of personal data. The assignment includes providing support for the usage of the cloud service which may involve taking over operational tasks in various research projects that are normally carried out by the Controller.

1.3 The parties have agreed to regulate the processing of personal data in this DPA as below.

2. DEFINTIONS

Current Data protection legislation. Refers to all privacy and personal data legislation, along with any other legislation (including regulations and directives) applicable to the Processing carried out in accordance with this Agreement, including national legislation and EU legislation.

Processing, Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

Personal data, Any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Research Automators Sweden AB
Hornsgatan 24
118 20 Stockholm, Sweden

researchautomators.com
info@researchautomators.com

+46 (8) 556 93 650

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Personal data breach, A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

Standard contractual clauses, refers to conditions for the protection of personal data transferred to third countries in accordance with Council Directive 95/46/EC or the General Data Protection Regulation (EU) 2016/679 when this becomes applicable.

Subprocessor, refers to a Processor who is committed by RA and who process personal data on behalf of the Controller.

Project Supplement. A template for project supplements exists in 2 versions:

> **Project Supplement – standard**, when signed it applies to all projects where the Controller has ordered research services or support services in conjunction with the Cloud service from RA with reference to the Project Supplement and where not a project specific Project supplement have been signed by the two parties.

> **Project Supplement – project specific**, when signed it is only valid for a specific project.

> The form to use is common to the two versions and can be downloaded here: https://researchautomators.com/project-supplement-to-dpa_en/

The purpose of the Project Supplement is to provide prerequisites and instructions that are related to the Current Data protection legislation needed by the Processor when performing other services than providing Software-as-a-Service.

3a. OBLIGATIONS OF THE CONTROLLER, INFORMATION REGARDING PURPOSE AND PERSONAL DATA

The Controller is under this DPA in particular responsible for:

3a.1 that the processing of personal data is in accordance with Current Data protection legislation.

Research Automators Sweden AB

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researchautomators.com

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+46 (8) 556 93 650

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3a.2 to provide RA only with personal data that are required by the purpose of the processing,

3a.3 to provide RA with written instructions and other instructions for the purpose, scope, nature and duration of the processing as well as categories of data subjects to the extent necessary for RA to be able to fulfil its obligations according to this DPA and Current Data protection legislation, via a project supplement or otherwise.

3a.4 to take into account in support instructions from the Controller that RA in the support work is not familiar with the special protective measures that may be justified due to the purpose and information content of the project affected by the support instructions.

3a.5 to consider that when ordering RA's participation with support in an investigation, the Controller is also responsible for specifically pointing out if

    a) the processing may include personal data specified in Article 9 of the current data protection legislation (especially sensitive personal data, such as race, sexual orientation, etc.

    b) the processing may concern children under 16 years of age

3a.6 to ensure that each user of the SaaS service only uses their own, personal username when logging in to the system.

3a.7 to ensure that RA is notified in writing, when a particular user is no longer to have access to the system, so that RA can disable the login option.

3b. SPECIAL RESPONSIBILITIES WHEN PROCESSING SENSITIVE PERSONAL DATA

The Data Controller is fully responsible for ensuring that any personal data collected, processed, or stored in the Service complies with applicable data protection legislation, including the GDPR. This includes the Data Controller's responsibility to assess the legal basis and implement appropriate safeguards when processing sensitive personal data as defined in Article 9 of the GDPR (e.g., health data, religious beliefs, political opinions).

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Hornsgatan 24
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researchautomators.com
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+46 (8) 556 93 650

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3b.1 The Data Controller is fully responsible for ensuring that only such personal data is collected, processed, and stored in the Service that complies with applicable data protection laws, including the GDPR. This includes the sole responsibility for assessing the legal basis and the necessary technical and organizational safeguards when processing sensitive personal data as defined in Article 9 of the GDPR (e.g., health data, religious beliefs, political opinions).

3b.2 Research Automators Sweden AB (RA) is not responsible for monitoring, validating, or controlling the types of personal data collected and stored by the Data Controller within the Service. If the Data Controller chooses to collect sensitive personal data, such processing is carried out solely at the Data Controller's own discretion and risk.

3b.3 When processing sensitive personal data, the Data Controller undertakes to:

a) Ensure that a valid legal basis exists.
b) Ensure that appropriate technical and organizational security measures are in place.
c) Apply data anonymization and minimization.
d) Document risk assessments and any additional required safeguards.

4. OBLIGATIONS OF THE PROCESSOR

4.1 RA guarantees that RA and all Subprocessors possess the necessary capacity and ability to fulfil their obligations according to this DPA and Current Data Protection Legislation and that RA proposes such technical and organizational measures as may be appropriate for the purpose in question. RA must take all measures for security in connection with Processing on behalf of the Controller as required by Article 32 GDPR (relating to " Security of processing").

4.2 The personal data that RA gets access to may only be processed for the purpose of fulfilling the obligations set out in the DPA including the Controller's instructions accordingly, applicable personal data legislation and other mandatory law. If RA is to process personal data for other purposes, it must be done in accordance with written instructions issued by the Controller, and considered incorporated in this DPA.

Research Automators Sweden AB
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4.3 When processing personal data in accordance with this DPA, RA is particularly responsible for only processing personal data in accordance with the Controller's documented instructions.

4.4 RA must ensure that the Processing of personal data is carried out within the EU/EEA or a third country where transfer is permitted on the basis that there is a decision from the EU on an adequate level of protection in relation to the country.

4.5 RA must ensure that only personnel who need to have access to the personal data in order to fulfil their support obligations have access to them, and to ensure that such personnel have the necessary training and have been sufficiently instructed to handle the personal data in an appropriate manner,

4.6 RA must treat personal data with confidentiality, and ensure that all persons with authority to process the personal data at RA or hired assistants have entered into a special confidentiality agreement or been informed that a special duty of confidentiality exists according to applicable law,

4.7 RA shall without undue delay inform the Controller if RA is contacted by a competent supervisory authority or other third party with the aim of gaining access to the Controller's personal data to which RA, or as the case may be, the Subprocessors, have access.

4.8 RA shall, without undue delay, after becoming aware of an incident, notify the Contractor of the occurrence of a personal data breach. Such a notification must contain all necessary and available information that the Controller needs to be able to take appropriate preventive and countermeasures as well as fulfil its obligations regarding the notification of personal data breaches to the competent supervisory authority.

4.9 RA shall assist the Controller to fulfil its obligations according to Current Data Protection Legislation, especially with regard to the performance of impact assessments regarding data protection and prior consultations, as well as to participate in the investigation of personal data breaches that have occurred together with competent supervisory authorities and to otherwise fulfil obligations according to Articles 32-36 GDPR as well as through technical and

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researchautomators.com
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+46 (8) 556 93 650

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organizational measures, given the nature of the processing, to fulfil obligations regarding the exercise of the data subject's rights according to Chapter III GDPR.

4.10 RA must inform the Controller in writing and in advance of planned changes to the processing procedure, including technical and organizational changes that may directly or indirectly affect the protection of personal data and RA's compliance with Current Data protection legislation.

4.11 RA shall, without unreasonable delay, either delete the personal data or return the personal data to the Controller without undue delay, unless continued storage of the personal data is required by EU law or national law. This obligation does not apply when such a procedure is incompatible with applicable law, or the Controller has specifically given other instructions regarding deletion.

5. THE USE OF SUBPROCESSORS

5.1 The subprocessors who may be used for the performance of the service are listed in a list published here: https://researchautomators.se/research_automators_subprocessors/

RA is obliged to maintain Subprocessor agreements with them that impose on them the obligations in terms of data protection that apply according to Article 28 of the current data protection legislation.

If there is a need to add new Subprocessors who meet the requirements according to current personal protection legislation, RA sends out a message to the Controller with information about the new Subprocessor and details of the reason for the change, after which the new assistant can be engaged in accordance with this agreement if the client does not within a month from when a message is sent to the company's contact person reporting objections to hiring the subcontractor and the reasons for the objection.

If the Controller opposes the use of a new subcontractor for reasonable reasons relating to the protection of personal data, the parties shall in good faith discuss commercially reasonable alternative solutions. If no solution can be reached, RA will not employ the

Research Automators Sweden AB
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researchautomators.com
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+46 (8) 556 93 650

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specified sub-assistant and may then immediately terminate the service that becomes dependent on the Subprocessor.

5.2 The Processor shall, at the request of the Controller, send a copy of the agreement signed by both the Processor and the Subprocessor.

6. DATA PROTECTION BY DESIGN AND BY DEFAULT

6.1 RA must use IT infrastructure solutions with a secure computer hall provided with
   a) high security against physical intrusion and with strict control and logging of visiting personnel as well as with comprehensive surveillance cameras,
   b) air conditioning system that can continuously provide a suitable climate for a server park,
   c) virtualized servers set up that prevent non-authorized personnel from accessing our data;
   d) security system to be able to restore data in case of loss of normal function of a hard disk.

6.2 All mobile computer equipment used in RA's operations for processing personal data must have encrypted hard drives.

6.3 Access to RA's mission-critical systems and all servers shall require two-way authentication.

6.4 RA's platform shall make it easier for the users of the SaaS service to work in accordance with the GDPR and make it easy to protect personal data and clear it when required.

7 AUDIT

7.1 RA shall enable and contribute to reviews, including inspections, which may be carried out by the Controller or by an independent third party appointed by the Controller.

7.2 RA therefore has an obligation to, at the Controller's request, or by an independent third party appointed by him, provide access to such information and documents as are necessary for the Controller to be able to exercise effective control of RA's actions according to the previous paragraph.

8 SECRECY

8.1 RA undertakes not to disseminate information to third parties regarding such processing of personal data covered by this DPA or other information received by RA in its capacity as Processor engaged by the Controller. What is said above does not apply if RA is ordered by a competent authority or court to disclose the information in question.

9 RESPONSIBILITY FOR DAMAGES AND EXTRAORDINARY EFFECTS

9.1 If a registered person has made a claim against the Controller for compensation for damage or if a competent authority issues administrative charges due to personal data processing in clear violation of this DPA, including the Controller's instructions, RA shall indemnify the Controller corresponding to RA:s(or its Subprocessors) liability for the violation and other direct costs resulting from the processing of personal data.

9.2 The Controller shall indemnify RA for such claims for compensation from the registered person or administrative fees issued by a competent authority against RA, as a result of a) the Controller's failure to ensure a lawful treatment or b) a contradiction between the Controller's instructions and Current Data Protection Legislation, or c) the Controller's failure to comply with other express obligations under this DPA..

9.3 A Party that receives a claim for compensation or administrative fees directed against it according to 9.1 and 9.2 as a result of the other Party's breach of contract or violation of Current Personal Data Legislation must inform the other Party thereof without undue delay. Both Parties are obliged to take reasonable measures to limit the damaging effects of what happened.

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9.4 Extraordinary efforts ordered by the client in accordance with points 4.4, 4.10, 7.1 and 7.2 shall be reimbursed to RA at 50% of the hourly rate normally used for additional work as well as the actual cost of efforts by subcontractors, caused by the ordered extraordinary effort.

10 INFORMATION OBLIGATION

10.1 In the event of an actual or suspected personal data incident, the Processor must report to:

The person who signed this agreement on behalf of the Contractor.

11 APPLICABLE LAW

This Assistance Agreement shall be interpreted and applied in accordance with Swedish law. Disputes due to the Assistance Agreement must be settled in general court, with the Stockholm district court as the first instance.

12 VALIDITY

This DPA applies from its signing and until RA's processing of the personal data in question ceases, which shall be deemed to be the case only when RA has deleted the personal data in accordance with section 4.11.

13 OTHER

Changes or additions to the agreement must be made in writing and signed by both Parties for validity.

Research Automators Sweden AB   researchautomators.com   +46 (8) 556 93 650
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Stockholm

Location:

Date:

Date:

Research Automators

Company:

Jonas Ortman, CEO

Name:

Role: