Data Processing Agreement

between

Customer Name: Tjenestemændenes Byggeforening

Address: Kjeldsgårdsvej 27-37, 2500 Valby

co. reg. no:

(hereinafter referred to as the "Data Controller" or "Client")

and

Jotta AS,
Øvre Slotts gate 5, 0157 Oslo, Enterprise No. 992 603 615
(hereinafter referred to as the "Data Processor" or "Supplier")

(hereinafter referred to as the "Party" or "Parties")

1

1. Background

The Parties have concluded an agreement which involves the provision services to the Client by the Supplier as described in the Service description and User Terms (**the "Terms of Use"**). These services involve the Supplier Processing Personal Data on behalf of the Client.

The purpose of this Data Processing Agreement is to regulate the rights and obligations of the Parties so as to ensure that the Personal Data is processed in compliance with the terms and conditions specified in the Personal Data Act (Act dated 14 April 2000, no. 31), the Personal Data Regulation (Regulation dated 15 December 2000, no. 1265), and later legislation replacing these, including EU Data Protection Regulation 2016/679 and new legislation implementing this in Norway ("**the Personal Data Legislation**").

Capitalised terms used in this Agreement shall have the same meaning as identical terms used in the Personal Data Legislation, unless otherwise stated in this Data Processing Agreement or is reasonably understood from the context where the term is being used.

2. The purpose, nature and scope of processing

The Data Processor must only Process the Personal Data for the purpose of completing its tasks pursuant to the Terms of Use.

Processing will include the Personal Data categories detailed in Exhibit 1.

The Personal Data will be linked to the categories of Registered Individuals detailed in Exhibit 1.

The Processing will include the Processing Activities as described in the Terms of Use.

3. The Data Controller's obligations

The Data Controller is responsible for ensuring that appropriate legal basis exist for Processing of Personal Data in accordance with the Term of Use and the Data Processing Agreement.

The Data Controller must establish procedures within its own business in order, inter alia:

(a) to protect the Registered Individuals' right to information and access and to have the information deleted or corrected,
(b) to implement regular deletion of Personal Data in line with statutory requirements, and

(c) to report any breach of security to supervisory authorities and the Registered Individuals.

The Data Controller must report to the Data Processor immediately any circumstances that may result in a need to make changes to the way in which the Data Processor Processes the data, including changes to the categories of Personal Data included in processing and categories of Registered Individuals, ref. Section 2 of this Data Processing Agreement.

4. The Data Processor's obligations

4.1   Internal control

The Data Processor must establish technical and organisational measures to ensure that the Personal Data is processed in line with the Personal Data Legislation and the terms and conditions of this Data Processing Agreement. These measures must be documented. For the term of this Data Processing Agreement the Data Processor must comply with all applicable terms and conditions of the Personal Data Legislation.

The Data Processor shall cooperate with and provide assistance to the Data Controller in order to ensure that the Data Controller complies with its obligations under the Personal Information Act, including the Data Controller's obligations under the EU Personal Data Regulation, Articles 32-36 and the Register's rights under Chapter III of the Personal Data Regulation. The Data Processor shall forward inquiries from the Registered individuals to the Data Controller without undue delay. The Data Processor's services beyond what is regulated in the Term of Use shall be reimbursed according to agreed hourly rates.

4.2   Limitation of access and instruction authority

The Data Processor must only Process the Personal Data in line with the Data Controller's documented instructions, including what is agreed in the Term of Use, unless the Data Processor is required to do otherwise pursuant to national law in an EU/EEA country. The Data Processor shall in these cases inform the Data Controller about such requirements, unless such disclosure is prohibited in said legislation. With the Data Controller's documented instructions is meant all instruction the Data Controller has legal right to provide in accordance with the relevant Personal Data Legislation.

If the Data Processor is of the opinion that the Data Controller's instructions are in contravention of relevant Privacy Legislation, the Data Processor must notify the Data Controller immediately.

If the Data Processor processes the Personal Data in a manner other than that stipulated in this Data Processing Agreement or other documented instructions from the Data Controller, the Data Processor will be regarded as a new Data Controller for the processing operation in question.

If the Data Processor processes the Personal Data in a manner other than that stipulated in this Data Processing Agreement or other documented instructions from the Data Controller, or in contravention of stipulations in the Personal Data Legislation, the Data Controller may order the Data Processor to stop further Processing of the Personal Data with immediate effect.

The Data Processor shall have no rights or ownership to the Personal Data the Data Processor gets access to in connection with the Term of Use.

4.3   Disclosure and confidentiality

The Data Processor must not disclose the Personal Data without the express prior consent of the Data Controller or unless there is a statutory obligation to disclose such data in accordance with national law in an EU/EEA country. Disclosure pursuant to this current provision is not considered to involve providing access to the information required to comply with the Data Processor's obligations under the Term of Use or this Data Processing Agreement.

The Data Processor must ensure that individuals who are provided with access to the Personal Data maintain confidentiality. If there is no statutory confidentiality, these individuals must instead submit a non-disclosure agreement.

This provision is also applicable when the Processing and any other cooperation between the Parties have been terminated.

4.4   Use of Subcontractors

The Data Processor can not use subcontractors to process Personal Data subject to this Data Processing Agreement ("Subcontractors") without this being agreed in writing with the Data Controller.

The Data Processor is responsible to ensure that a written agreement is entered into with Subcontractors where Subcontractors have accepted the same obligations as the Data Processor. The Data Processor is responsible for the Processing performed by the Subcontractor.

Updated information about all Subcontractors is available to the Data Controller at any time. The Data Processor shall notify the Data Controller of any changes regarding the use of Subcontractors. The changes can be made no earlier than 30 days after notification has been sent, unless the Data Controller accepts the changes earlier. The Data Controller is entitled to refuse approval of new Subcontractors if there is a reasonable cause and, if so, the Data Controller will not be able to access the Service of the relevant Subcontractor.

The Data Controller hereby approves the use of the Subcontractors any time under the terms set forth above.

The list of Subcontractors may be found here:

http://docs.jottacloud.com/security-and-privacy/general-data-protection-regulation-gdpr#sub-processors

4

4.5   Transfer to Third Countries

The Data Processor will not transfer Personal Data to a country that does not ensure secure Processing of the Personal Data ("**Third Country**").

If the Data Controller is accessing Personal Data from a Third Country or is Processing Personal Data without assistance from the Data Processor, the Data Controller will be fully liable to ensure that all Processing is performed in compliance with the Personal Data Legislation.

4.6   Information security

The Data Processor must establish technical and organisational information security measures that are reasonable in relation to the risk represented by the Processing. This also includes measures to ensure that individuals who have authorised access to the Personal Data only Process this in line with this Data Processing Agreement and the Data Controller's instructions. These measures must be documented.

The Data Controller and the Data Processor are obliged to keep themselves informed of any changes to the law and the general risk picture that may affect this Agreement and agree upon necessary changes.

The Data Processor's Security Measures are described in greater detail in the Term of Use here:

http://docs.jottacloud.com/security-and-privacy/security/security-at-jottacloud

4.7   Non-conformities

Processing of Personal Data that is in violation of any security requirements or other requirements set forth in this Data Processing Agreement, the Data Controller's Instructions or the Personal Data Legislation shall be treated as a non-conformity.

Data Processors shall have in place routines and systematic measures for follow-up of non-conformities, including measures for restoring normal conditions, removal of the cause of the non-conformity and preventing repetition.

The Data Processor shall report to the Data Controller without undue delay any security breach leading to accidental or illegal destruction, loss, amendment, unauthorised disclosure or access to the Personal Data.

4.8   Access to information and security audits

5

Upon request, the Data Processor must provide the Data Controller with access to all information that is necessary:

(a) to demonstrate the Processing is taking place in accordance with this Data Processing Agreement and the Data Controller's instructions, and
(b) to indicate that the Data Controller is able to meet its statutory obligations.

The Data Processor must carry out security audits of systems and equipment used when Processing Personal Data on behalf of the Data Controller.

The Data processor will upon request submit a copy of the audit reports to the Data Controller evidencing that audits have been carried out as detailed above.

The Data Controller accepts that security audits might be implemented by an external party according to the preferences of the Data Processor. The external party can not be a competitor of the Data Processor. The Data Controller shall inform the Data Processor of planned security audits with no less than 30 days written notice prior to an audit taken place.

Assistance from the Data Processor in excess of what is agreed in the Terms of Use will be remunerated based on hourly rates agreed in the Terms of Use.

4.9   Data Protection Officer

The Data Processor has appointed a Data Protection Officer. Contact details for the Data Protection Officer can be found here:

http://docs.jottacloud.com/security-and-privacy/general-data-protection-regulation-gdpr

5.   Duration of the Data Processing Agreement

This Data Processing Agreement will remain in force as long as the Data Processor Processes Personal Data on behalf of the Data Controller.

6.   Upon termination

Upon termination of this Data Processing Agreement, the Data Processor is obliged to:

- return all Personal Data in agreed format, time and manner;
- delete all copies, including back-up copies;
- confirm in writing that all date is deleted per above.
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7.   Notifications

Notifications pursuant to this Data Processing Agreement to the Data Controller must be submitted in writing to the registered administrator of the account.

Notifications pursuant to this Data Processing Agreement to the Data Processor must be submitted in writing to:

E-post: support@jottacloud.com
Adresse:
Jotta AS
Øvre Slottsgate 5
0157 Oslo
Norway

8. Applicable law and court of venue

The Agreement is subject to Norwegian law and the Parties accept Oslo District Court as the court of venue. This is also applicable after the Agreement has been terminated.

Two copies of this agreement have been compiled, of which the parties have each received one.

Oslo, 12/04/2018

Client

Alexander Aa. Hviid
_____

Name Alexander Hviid

Title Bestyrelsesmedlem

Jotta AS

_____

Name Roland Rabben

Title CEO

Appendix:

Appendix 1 to Data Processing Agreement

This is an Appendix to the Data Processing Agreement entered into between Jotta AS and the Data Controller**.**

Registered Individual's categories
The Data Processing Agreement includes processing of Personal Data of the following categories of Individuals:

- *Employees*
- *Hired staff*
- *Consultants*

Personal Data categories
The Data Processing Agreement includes processing of the following categories of Personal Data about the Registered Individual:

- *Name*
- *Email*
- *Phone number*

The list is not exhaustive but guiding. Minor deviations may occur periodically or permanently.

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