

# Personal Data Processing Agreement

## For processing of personal data

### 1. Parties:

This Personal Data Processing Agreement concerns the following parties:

**The Customer ("the Controller") according to the License, Support and Update Agreement**  
and

**Monitor ERP System AB ("the Processor")**

Trädgårdsgatan 7, SE-824 32 Hudiksvall

Corporate ID number: 556071-3454

### 2. Purpose

The purpose of this Personal Data Processing Agreement is to ensure the Processor's personal data processing is carried out on behalf of the Controller, and takes place solely in accordance with the Controller's instructions, in compliance with this Personal Data Processing Agreement, and otherwise in accordance with the requirements stipulated by the General Data Protection Regulation (GDPR): (Regulation (EU) 2016/679 of the European Parliament and of the Council).

The subject of personal data processing under this Personal Data Processing Agreement is personal data processed through the Processor's access to the Controller's customer data, in the capacity of supplier, relating to support, software maintenance, consulting/training, and development.

### 3. Obligations of the Controller

The Controller shall ensure the Processor is always provided with relevant instructions relating to the Processing of Personal Data. See Item 5, below.

### 4. Obligations of the Processor

The Processor undertakes to carry out processing of personal data in respect of agreed personal data solely in accordance with the instructions provided by the Controller under Item 5, below, unless such processing is required under union Law or the national law of a Member State to which the Controller is subject. In such cases, the Processor must notify the Controller about the legal requirement before the data is processed, provided such information is not prohibited with reference to a substantial public interest under this law.

The Processor certifies that requisite technical and organizational protective measures are taken regarding the personal data, to ensure the processing complies with the provisions of the GDPR and protects the rights of the data subjects. The Processor ensures that persons within its organization with the authority to process personal data are subject to confidentiality and under a non-disclosure agreement.

Moreover, the Processor undertakes to give the Controller access to all the information required in order to show it has fulfilled all obligations as processor, and enable and contribute to inspections and other reviews the Personal Data Controller wishes to carry out.

Moreover, the Processor shall assist the Controller, without delay, through appropriate organizational measures in order to ensure the Controller can fulfill its obligations to respond to the requests of data subjects regarding access to personal data, correction or deletion of personal data, restriction of or objection to processing of personal data, data portability or other rights specified in the General Data Protection Regulation (GDPR).

The Processor shall provide assistance to the extent required in order for the Controller to be able to fulfill its other obligations under the General Data Protection Regulation (GDPR) or other applicable legislation, such as

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those relating to security, reporting of and information provided to data subjects in the event of personal data breaches, impact evaluations, and prior consultations with regulatory authorities.

## 5. Instruction for Processing of Personal Data

### 5.1. Purpose

The Processor processes personal data for the purpose of providing IT services in the form of support, consultancy services/training and development in relation to the Controller's operations, and thereby fulfill its obligations as supplier.

### 5.2. Personal data and Processing activities

The Processor has access to personal data from the Controller through tasks undertaken on its behalf. The personal data shall neither be shared nor adapted/edited in any way beyond what has been agreed. The personal data referred to is that which is routinely stored in the ERP system, such as attendance reports, references, titles, and contact details for customers, suppliers, employees, and subcontractors, etc. However, the Controller may choose to adapt the system as it sees fit, which may involve storage of other personal data which the Controller is unable to anticipate.

### 5.3. Duration of processing

Processing under this Personal Data Processing Agreement takes place during the period in which the License, Support and Update Agreement is in effect. As a rule, individual processing shall cease with immediate effect once the service or support measure in question is completed.

### 5.4. Instruction

The Processor performs its tasks in accordance with the cooperation agreement. The Processor shall ensure no information is stored beyond what is required to carry out the task. This entails a responsibility to ensure extraneous information is deleted. Access to the Controller's data shall be restricted to the Processor's organization. Sensitive personal data or permissions to such information must never be communicated via e-mail. If and when a business relationship ends, all processing of data must cease and all data must be deleted. See Item 10, below.

## 6. Security Measures

The Processor shall carry out the security measures agreed in order to protect personal data. The Processor undertakes to comply with administrative decisions regarding security measures for the processing of personal data.

The Processor shall inform the Controller with immediate effect upon discovery or suspicion of unauthorized access to personal data. To ensure the Processor adopts sufficient security measures, the Controller is entitled to gain necessary insight into the Controller's activities, systems, and personal data processing. The Processor undertakes, without delay and at the request of the Controller, to provide the Controller with the information it requires in order to carry out supervision.

## 7. Transfer to Third Parties

The Processor may neither transfer personal data to third parties nor disclose information about the processing of personal data to third parties without obtaining the written approval of the Controller in advance. The Processor undertakes to refrain from transferring personal data outside the EU/EES without the written approval of the Controller.

## 8. Subcontractors (Sub-processors)

The approved sub-processors are specified in Enclosure 2. The enclosure in question is available on our website in the same location as the Terms of Support Agreement. Plans to add/replace/terminate sub-processors must be communicated in good time, in advance, via our website, whereupon the Controller has the opportunity to object to such plans.

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If the Controller is unable to accept the Processor's addition or change of a subcontractor, the Controller is entitled to terminate the License, Support and Update Agreement, either fully or partially, in writing, in accordance with the period of notice specified by the Controller.

The Processor shall enter into a written agreement with such subcontractors in which they are subject to the same obligations that apply to the Processor under this Personal Data Processing Agreement. The Processor shall be fully accountable to the Controller in cases where a subcontractor fails to fulfill its obligations.

### 9. Duration of Agreement

This agreement applies from the date on which the License, Support and Update Agreement is entered into (inclusive), and for as long as the Processor is expected to fulfill the Support Agreement or otherwise carry out personal data processing on behalf of the Controller.

### 10. Expiration of Agreement

Upon expiration of the Personal Data Processing Agreement, the Processor shall, according to the instruction of the Controller, delete or return all data containing customer data (personal data), in all media where personal data has been stored, and subsequently delete any copies. Where this is not technically feasible, the Processor must guarantee that it will preserve the confidentiality of the personal data transferred and refrain from processing the data further or anonymizing it in such a way that makes it impossible to recreate.

### 11. Disputes and Applicable Law

Disputes relating to this Personal Data Processing Agreement shall be settled in accordance with the terms specified in the business agreement between the parties.