

DATA PROCESSING ADDENDUM

This data processing addendum (the "DPA") forms an addendum to the Mindville End User License Agreement (the "Agreement") governing your use of an App provided by Mindville AB, reg. no. 556902-8276, a limited liability company incorporated under the laws of Sweden (the "Vendor").

This DPA has been pre-signed by the Vendor. This DPA will be effective as of the date (the "Effective Date") the Vendor receives a duly executed DPA from you (being the customer indicated on the signature page of this DPA) subject to the following conditions: (i) you must have placed an Order for an App on the Atlassian Marketplace and (ii) you have not made any deletions or other revisions to this DPA.

1. General

Under this DPA, the Supplier will Process data, including Personal Data, in connection with your use of the App and the Vendor's provision of services under the Agreement. Any such Process Personal Data is made on your behalf in the capacity of your Processor. You are the Controller for the Processing of the Personal Data.

Should anyone else, either alone or jointly with yourself, become the Controller(s), you shall inform the Vendor thereof.

2. Definitions

The terms below shall have the following meaning:

"Controller"	means a natural or legal person, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
"Customer", "you"	means the party indicated as customer at the signatory page, and to the extent that the Customer enters into this DPA on behalf of other service recipients pursuant to the Agreement, where appropriate, such service recipients also, unless otherwise is expressly set forth in this DPA.
"Data Protection Laws"	means the laws and regulations, applicable from time to time, in respect of Processing of Personal Data, including but not limited to, Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (the "GDPR"), as well as the Supervisory Authority's binding decisions, regulations and recommendations and supplementary local adaptations and regulations in respect of data protection.
"End Users"	means an individual you permit or invite to use the App(s), including (i) individuals invited by your End Users, (ii) individuals under managed accounts, and (iii) individuals interacting with an App as your customer or other relations.

“Processor”	means a natural or legal person, agency or other body which Processes Personal Data on behalf of the Controller.
“Sub-processor”	means another Processor engaged by the Vendor for carrying out specific Processing activities on behalf of the Vendor (including, but not limited to, companies within the Vendor’s group of companies).
“Third Country”	means a country outside the European Economic Area (EEA).

Any other terms or concepts used in capitalized letters in this DPA (such as “Data Subject”, “Processing” and “Personal Data”) shall, unless otherwise stated, have the meaning provided for under the Data Protection Laws and otherwise under the Agreement or this DPA, unless otherwise obviously required from the circumstances.

3. Responsibilities and instructions

The type(s) of Personal Data to be Processed by the Vendor under this DPA, the purpose and duration of the Processing and categories of Data Subjects are set out in Appendix 1 (Instructions regarding the Processing of Personal Data).

The Vendor shall only Process Personal Data on documented instructions from the Customer as set out in Appendix 1. As of the Effective Date, additional Processing may also be performed provided that Union or Member State law to which The Vendor or a Sub-processor is subject to requires such Processing. In such case of additional Processing, the Vendor shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

The Customer undertakes to fulfil its duties as Controller under the applicable Data Protection Laws. The Customer undertakes to continuously inform the Vendor regarding any measures taken by third parties, including but not limited to Supervisory Authorities and Data Subjects, relating to the Processing by the Vendor hereunder.

4. Security of Processing

The Vendor shall take all measures required pursuant to Article 32 of the GDPR.

The Vendor shall, taking into account the nature of Processing and the information available to the Vendor, assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR.

5. Confidentiality

The Vendor undertakes to ensure that persons authorised to Process Personal Data have undertaken confidentiality obligations or are subject to appropriate statutory obligation of confidentiality.

6. Right of the Data Subject

The Supplier shall, taking into account the nature of the Processing under this DPA, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the

fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR.

7. Transfer of Personal Data outside of the European Economic Area

The Vendor shall only be allowed to transfer Personal Data to a Third Country or an international organisation with the Customer's written approval. Transfer of Personal Data to a Third Country or an international organisation may also take place provided that Union or Member State law to which the Vendor or Sub-processor is subject to requires such transfer. In such case of legal requirement for transfer to a Third Country, the Vendor shall inform the Customer of that legal requirement before transferring Personal Data to a Third Country, unless that law prohibits such information on important grounds of public interest.

If the Customer has approved transfer of Personal Data to a Third Country or if transfer of Personal Data to a Third Country is necessary for the Vendor to provide its services to the Customer under the Agreement, the Vendor and Customer shall take the necessary steps to ensure that the transfer is performed in accordance with the Data Protection Laws, for example by signing the *EU Model Contracts* for the transfer of personal data to third countries.

8. Demonstration of compliance

The Vendor shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for, and contribute to audits, including inspections, conducted by an independent third party auditor mandated by the Vendor.

With regard to paragraph above, the Vendor shall inform the Customer if, in the Vendor's opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.

9. Sub-processors

The Customer hereby grants the Vendor a general authorization to engage Sub-processors. The Vendor shall notify the Customer of any intended changes concerning the addition or replacement of Sub-processors, thereby giving the Customer the opportunity to object to such changes if to the extent the conditions set forth in the below paragraph are not fulfilled, within 14 days from being notified. In the event that the Customer provides such an objection to a new Sub-processor and such objection in the Vendor's opinion prevents effective provision of the Vendor's services, the Vendor may terminate the Agreement without penalty or liability.

The Vendor may engage Sub-processors, provided that the same data protection obligations as set out in this DPA as referred to in article 28.3 of the GDPR, are imposed on such Sub-processor by way of a written contract. The Vendor must ensure that only Sub-processors are engaged who provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the Data Protection Laws.

The Sub-processors listed in [Appendix 2](#) have been approved by the Customer to be used as Sub-processors by the Vendor under this DPA. Upon changes of Sub-processors, Appendix 2 will be updated.

10. Compensation

The Vendor shall have the right to invoice the Customer for any work performed by the Vendor or a Sub-processor under the sections 4 (2nd paragraph), 6, 8 (1st paragraph) and 13 according to the Vendor's or the Sub-processor's applicable hourly fees.

11. Liability

Subject to the below paragraph, the parties agree to indemnify and hold each other harmless from any claim of damages or loss suffered or incurred in connection with either party's breach of its obligations under this DPA or the Data Protection Laws.

The limitation of liability agreed under the Agreement, shall apply correspondingly with respect to this DPA.

12. Term and termination

This DPA enters into force on the Effective Date and remains in force for as long as the Vendor Processes Personal Data on behalf of the Customer under the Agreement (the "Term").

After the end of the Vendor's provision of services relating to Processing under the Agreement, the Vendor shall, at the choice of the Vendor, upon the Customer's written request delete or return all the Personal Data to the Customer and delete existing copies unless Union or Member State Law requires storage of the Personal Data.

13. Changes

If, during the Term, Data Protection Laws are changed, or new guidelines, rulings or regulations are published by the Supervisory Authority causing this DPA to be non-compliant with such law, guidelines, rulings or regulations, each of the parties shall have the right to request appropriate amendments to this DPA to satisfy the new requirements.

Changes to this DPA shall, in order to be effective, be made in writing and signed by both Parties.

14. Miscellaneous

With regard to the Processing of Personal Data, the provisions in the DPA shall have priority over conflicting provisions in any other agreement between the parties.

This DPA shall be governed by the substantive laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with this DPA shall be settled in accordance with the dispute regulations laid down in the Agreement.

This DPA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one agreement. Signatures to this DPA delivered by email or other electronic means shall have the same force and effect as originals.

* * * * *

[signature page follows]

Please complete the customer details below and sign and return a duly executed electronic copy of this DPA to the following email address: legal@mindville.com

CUSTOMER

Customer name:	_____
Corporate reg./ID number:	_____
Address:	_____ _____
Data Protection Officer:	_____
Date:	_____
Place:	_____
Signature(s):	_____
Name clarification(s):	_____
Title(s):	_____

THE VENDOR

Date: 2019-10-28

Place: Stockholm

Mindville AB



Name: Tommy Nordahl

Position: Chief Executive Officer

Notwithstanding the Vendor's signature above, the Vendor is not a party to this DPA unless it is a party to the Agreement for the provision of App(s).

Appendix 1 – Instructions regarding the Processing of Personal Data

The following instructions apply for the Processing of Personal Data for which the Customer is responsible as Controller. In addition to what is already stated in this DPA, the Vendor shall adhere to the instructions below.

Processing

<p>Purposes Please specify all the purposes for which the Personal Data will be Processed for by the Vendor.</p>	<p>To provide Apps and the services in accordance with the Agreement.</p>
<p>Categories of Personal Data Please specify the categories/types of Personal Data that will be Processed by the Vendor.</p>	<p>To provide services in accordance with the Agreement, the Vendor will process any Personal Data supplied by users of the Apps, such as:</p> <ul style="list-style-type: none"> - Direct identifying information (e.g. name, email address, phone number) - Indirect identifying information (e.g. place of work, title, address) - Device identification data (e.g. IP addresses, logs) <p>However, the Vendor does not knowingly collect (and Customer shall not submit or upload) any special categories of data (as defined under the Data Protection Legislation).</p>
<p>Categories of Data Subjects Please specify the Categories of Data Subjects whose Personal Data will be Processed by the Vendor.</p>	<p>End Users and individuals whose Personal Data is supplied by End Users of the App(s).</p>
<p>Retention time Please specify the time and requirements for retention of Personal Data that are being Processed by the Vendor.</p>	<p>Personal Data is kept with the Vendor as long as the Categories of Data Subjects is deemed to be active (e.g. as long as there is a valid Agreement for the use of the App(s)). The Vendor erases Personal Data from operative data systems when the Customer does not have any business relationship with the Vendor.</p> <p>Personal Data stored in backup systems can be stored up to ten years due to the period of limitation according to the Swedish statute of limitation.</p>
<p>Processing operations Please specify all processing activities to be conducted by the Vendor</p>	<p>Data processing is done manually and automatically through data systems. The Vendor is collecting, storing and structuring data to fulfil the purpose of data processing. More specifically the processing includes:</p> <ul style="list-style-type: none"> • Sending emails regarding product or service updates • Sending newsletters via email to Data Subjects who opted-in to receive newsletters • Structuring data as a foundation for internal reporting • Erasing or anonymizing personal data when appropriate
<p>Location of Processing Please specify the locations where Personal Data will be Processed by the Vendor.</p>	<p>Data is processed at the Vendor's offices and on Approved Sub-processors data equipment.</p>

Appendix 2 – Approved Sub-processors

Below are listed the Sub-processors that have been approved by the Customer for use by the Supplier to Process Personal Data under this DPA.

SUB-PROCESSOR	LOCATION OF PROCESSING
Amazon Web Services Inc.	Germany