

DATA PROCESSING AGREEMENT

1. Background and interpretation

- 1.1 Upon performance of the Agreement (which includes the Customer's (i) use of Machines provided by Väderstad and/or its partners which interact with the Service, and/or (ii) the Customer's or the Customer's users' use of the Service), Väderstad will process personal data on behalf of the Customer in capacity of Customer's data processor. The Customer is the data controller for the processing of the personal data under this Data Processing Agreement.
- 1.2 This Data Processing Agreement forms an integral part of the Agreement, and the purpose hereof is to ensure a secure, correct and legal processing of personal data and to comply with applicable requirements for data processing agreements as well as to ensure adequate protection for the personal data processed within the scope of the Agreement.
- 1.3 The Regulation (EU) 2016/679 of the European Parliament and of the Council (the "GDPR") together with a supervisory authority's binding decisions, recommendations and guidelines, practices in the field of data protection, supplementary local adaptation and legislation as well as sector-specific legislation in relation to data protection are collectively referred to as the "**Data Protection Law**".
- 1.4 Any terms used in this Data Processing Agreement, e.g. processing, personal data, data subjects, supervisory authority, etc., shall primarily have the meaning as stated in Data Protection Law and otherwise in accordance with the Agreement, unless otherwise clearly indicated by the circumstances. When used herein, the terms "processing" and "personal data" refer exclusively to such processing and such personal data that Väderstad processes on behalf of the Customer in accordance with this Data Processing Agreement

2. Responsibility and Instruction

- 2.1 The categories of personal data and categories of data subjects processed by Väderstad under this Data Processing Agreement as well as the purpose, nature, duration and objects of this processing, are described in the instructions on processing of personal data in Appendix A. The Customer shall ensure that Väderstad is not able to process additional categories of personal data

or personal data in relation to other data subjects than those specified in Appendix A.

- 2.2 The Customer undertakes to comply with the Data Protection Law. The Customer shall in particular:
 - (a) be contact person towards data subjects and respond to their inquiries regarding the processing of their personal data;
 - (b) ensure the lawfulness of the processing of personal data, provide information to data subjects pursuant to Articles 13 and 14 in the GDPR and maintain a record of processing activities under its responsibility;
 - (c) provide Väderstad with documented instructions for Väderstad's processing of personal data, including instructions regarding the subject-matter, duration, nature and purpose of the processing as well as the type of personal data and categories of data subjects;
 - (d) immediately inform Väderstad of changes that affect Väderstad's obligations under this Data Processing Agreement;
 - (e) immediately inform Väderstad if a third-party takes action or lodges a claim against the Customer as a result of Väderstad's processing under this Data Processing Agreement; and
 - (f) immediately inform Väderstad if anyone else is the data controller or joint data controller with the Customer for processing of personal data according to this Data Processing Agreement.
- 2.3 When processing personal data, Väderstad shall:
 - (a) only process personal data in accordance with the Customer's documented instructions, which at the time of the parties entering into this Data Processing Agreement are set out in Appendix A, including with regard to transfers to a third country or an international organisation, unless required to do so by Union or Member State law to which Väderstad, or a party that process personal data as sub-processor Väderstad ("**Sub-processor**"), is subject to. In such a case, Väderstad or the Sub-processor shall

- inform the Customer of that legal requirement before the processing, unless the law prohibits such information on important grounds of public interest;
- (b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) maintain an adequate level of security for the personal data by implementing all technical and organizational measures set out in Article 32 of the GDPR in the manner set out in section 3 below;
 - (d) respect the conditions referred to in paragraphs 2 and 4 in Article 28 of the GDPR for engaging a Sub-processor;
 - (e) taking into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as it 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;
 - (f) assist the Customer in ensuring compliance with the obligations pursuant to Articles 32-36 in the GDPR, taking into account the nature of the processing and the information available to Väderstad;
 - (g) at the choice of the Customer, delete or return all the personal data to the Customer after the end of the Agreement, and delete existing copies, unless EU law or applicable national law of an EU Member State requires storage of the personal data, as further set out in Section 9.2; and
 - (h) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 in the GDPR and this Data Processing Agreement and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor agreed upon by the parties.
- 2.4 Väderstad will inform the Customer without undue delay if Väderstad lacks instructions on how processing of personal data is to be performed in a particular situation or if Väderstad deems that instructions provided

under the Data Processing Agreement are inconsistent with Data Protection Law. Väderstad will further without undue delay inform the Customer of any changes that affect Väderstad's obligations under this Data Processing Agreement.

3. Security

- 3.1 Väderstad shall implement technical and organisational security measures in order to protect the personal data against destruction, alteration, unauthorised disclosure and unauthorised access. The measures shall ensure a level of security that is appropriate considering the state of the art, the costs of implementation, the nature, scope, context and purpose of the processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons. Väderstad may amend its technical and organisational measures provided that such amendments maintain or enhance the level of security and the Customer is notified of material changes".
- 3.2 Väderstad shall notify the Customer of accidental or unauthorised access to personal data or any other personal data breach without undue delay after becoming aware of such data breach and pursuant to Article 33 in the GDPR. Such notification shall not in any way imply that Väderstad has committed any wrongful act or omission, or that Väderstad shall become liable for the personal data breach.
- 3.3 If the Customer during the term of this Data Processing Agreement requires that Väderstad takes additional security measures, Väderstad shall as far as possible meet such requirements provided that the Customer pays and takes responsibility for any and all costs associated with such additional measures.

4. Confidentiality

- 4.1 In addition to what is set out in the Agreement, Väderstad shall not, without the Customer's prior written approval, make personal data available to any third party save for Sub-Processors engaged in accordance with this Data Processing Agreement. Väderstad's undertaking as set out here above shall not be applicable in relation to information that Väderstad is required to provide to the Supervisory Authority or in accordance with Data Protection Law or as otherwise required in accordance with Union or Member State law.

5. Disclosure of Personal Data and Information etc

- 5.1 If Väderstad receives a request from a data subject, supervisory authority or any other third-party regarding obtaining access to personal data that Väderstad processes on behalf of the Customer, Väderstad shall immediately forward the request to the Customer.
- 5.2 Väderstad shall without undue delay inform the Customer of any contacts from supervisory authority regarding the processing of personal data and provide the Customer, to the extent permitted by law, with all information relevant in this regard. Väderstad is not entitled to represent or act on the Customer's behalf in relation to supervisory authority.

6. Sub-Processors

- 6.1 The Customer hereby gives Väderstad prior, general authorization to engage Sub-Processors in the processing of personal data. Väderstad shall enter into a data processing agreement with each Sub-Processor, in which data protection obligations corresponding to what is set out in this Data Processing Agreement are imposed upon the Sub-Processor. If the Sub-Processor fails to fulfil its data protection obligations, Väderstad shall remain responsible towards the Customer for the performance of the Sub-Processor's data protection obligations.
- 6.2 Upon Customer's request, Väderstad shall provide specified information regarding processing by Sub-Processors, including contact information to such Sub-Processors, the geographical location and the processing applicable for such Sub-Processors. Furthermore, Väderstad shall inform the Customer of any intended changes concerning the addition or replacement of Sub-Processors. The Customer is entitled to object to such changes, based on objective grounds relating to the security of the processing according to the Data Processing Agreement.

7. Transfers to a Location outside the EU/EEA

- 7.1 If Väderstad or a Sub-Processor transfers personal data to a location outside of the EU/EEA, Väderstad shall ensure that Väderstad or the Sub-Processor transfers the personal data in compliance with applicable Data Protection Law. Väderstad shall keep the Customer informed on the legal grounds for such transfers.

8. Liability

- 8.1 Each party shall be responsible for any damages and administrative fines imposed to it under articles 82 and/or 83 of the GDPR.
- 8.2 Each party's liability under this Data Processing Agreement shall be governed by the limitation of liability as set out in the Agreement.
- 8.3 Both Parties shall notify the other Party in the event of any threat or commencement of measures or investigations taken by the Supervisory Authority related to any activities conducted under this Data Processing Agreement. The Parties shall take all reasonable measures necessary to limit the potential damage incurred to either of the Parties due to such event.

9. Term and termination

- 9.1 The Data Processing Agreement is valid from the time the Agreement is entered into.
- 9.2 Upon termination of the Agreement, Väderstad shall at the choice of Customer, delete all the personal data or return it to Customer, and ensure that each Sub-Processor does the same.
- 9.3 This Data Processing Agreement remains in force as long as Väderstad processes personal data on behalf of Customer, including deletion or returning of personal data according to section 9.2 above. This Data Processing Agreement shall thereafter cease to apply. Sections which by their nature apply after the termination of the Data Processing Agreement and Sections 4, 5 and 8 shall continue to apply even after this Data Processing Agreement has been terminated.

10. Changes and additions

- 10.1 If the Data Protection Law are changed during the term of the Data Processing Agreement, or if the Supervisory Authority issues guidelines, decisions or regulations concerning the application of the Data Protection Law that result in the Data Processing Agreement no longer meeting the requirements for a data processing agreement, the parties shall be entitled to request any necessary changes to the Data Processing Agreement, in order to meet such new or additional requirements.
- 10.2 Changes in accordance with what is set out above shall enter into force no later than thirty (30) days after the party's amendment notification, unless the other party has objected to such proposed

changes. If a party makes such an objection and the parties are unable to agree within a reasonable time, Väderstad shall have the right to terminate the Data Processing Agreement and/or relevant parts of the Agreement in whole or in part with thirty (30) days' notice.

11. Other

- 11.1 The Data Processing Agreement supersedes and replaces all prior data processor agreements between the Parties and supersedes any deviating provisions of the Agreement concerning the subject matter of the Data Processing Agreement, notwithstanding anything to the contrary in the Agreement.
- 11.2 Swedish law applies in all aspects to the Väderstad's processing of personal data under the Data Processing Agreement. Any dispute arising out of or in connection with the Data Processing Agreement shall be settled in accordance with the dispute resolution provision in the Agreement.

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Appendix A – Data Processing Instructions

In these data processing instructions, all capitalized words shall have the same meaning as defined in the Data Processing Agreement, unless otherwise is expressly stated.

Purposes	Väderstad processes the personal data solely in order to provide the Service as is necessary in accordance with the Agreement including to enable monitoring, control and oversight of the Customer's Machine via the E-Connect platform, performance analysis of the Machine, maintenance support and integration with third-party services.
Categories of Data Subjects	The categories of data subjects whose personal data is processed consist of the following: The Customer's Users of the Service The Customer's operators (i.e. those who operate the Machine(s) connected to the Service
Categories of Personal Data	The personal data processed consists of the following: The Customer's Users • Contact details: Name, email address • Account details: Username, login credentials The Customer's operators • Location data: GPS coordinates and position data of machines and equipment (which may indirectly identify operators when combined with Customer's other data) • Machine-related data: Machine settings, operating hours, error codes, work data to the extent such data can be linked to or used to identify specific operators through correlation with the Customer's other data
Duration of Processing	The personal data will be processed from activation of the Service until termination of the Agreement, including during such post-termination period specified in the Agreement to enable transition and data export. After the above period, all personal data shall be deleted or returned to the Customer in accordance with the Customer's instructions, unless longer retention is required by applicable law. The Customer may at any time request deletion of specific personal data by written request to Väderstad.
Security requirements	• Identity provider (IdP) solution for access control. • Geo-redundant backup solution and Disaster Recovery procedures and infrastructure. Additional Cloud backup with integrated disaster recovery capabilities. • TLS 1.2 for data communication between IoT device and cloud. • Security monitoring and threat protection service used in cloud environment. E-Connect using its own sub-net for separation. • Identity and access management (IAM) system used. No personal accounts used in cloud environment setup.