

# Personal Data Processor Agreement

## 1. Parties

**The Client** hereinafter referred to as the **'Personal Data Controller'** and **Greater Than AB or any of its Affiliates**, hereinafter referred to as the **'Personal Data Processor'**, have today concluded the following Personal Data Processor Agreement incl. attachments (the 'Agreement').

The Personal Data Controller and the Personal Data Processor are hereinafter individually referred to as a 'Party' and jointly as the 'Parties'.

## 2. Attachments

The Agreement comprises this main document and the following attachments:

- 1) Sub-Processors of Greater Than AB and/or its Affiliates.
- 2) Data Controller's instructions

In the event that the content of the documents concurs, the main document takes precedence over the attachment.

## 3. Definitions

Should European Parliament and Council Regulation (EU) 2016/679, hereinafter referred to as the 'General Data Protection Regulation', contain terms that conflict with those used in the Agreement, such terms shall be interpreted and applied in accordance with the General Data Protection Regulation.

### **Affiliate**

any legal entity which directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control, with the Party in question.

### **Applicable regulations**

provisions and practices relating to the General Data Protection Regulation, supplementary national legislation to the General Data Protection Regulation, regulations and opinions from supervisory authorities, including the European Data Protection Board, as well as the European Commission's instruments in the field of Personal Data.

### **Personal Data**

any information relating to an identified or identifiable natural person (hereinafter referred to as a 'data subject'); 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.

### **Process, Processes, Processed, or 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, organization, 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 Controller**

person or body that alone or jointly with others determines the purposes and means of the Processing of Personal Data.

**Personal Data Processor**

person or body that Processes Personal Data on behalf of the Personal Data Controller.

**Personal Data Breach**

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.

**Third Country**

country which is not part of the European Union or affiliated with the European Economic Area.

**Sub Processor**

party or body that Processes Personal Data in accordance with instructions from the Personal Data Processor.

**4. The purpose and background**

4.1 The purpose of this Agreement is to ensure that the Processing of Personal Data carried out by the Personal Data Processor, on behalf of the Personal Data Controller, complies with the requirements set out in existing legislation on Personal Data and the Applicable regulations, and with the provisions of this Agreement.

4.2 The Data Processor is entitled to use anonymized or aggregated data derived from the Personal Data for its own business purposes, provided that such use does not violate the General Data Protection Regulation or infringe upon the rights of the data subjects.

**5. Instructions**

The Personal Data Processor may also Process Personal Data to the extent necessary for the efficient and secure provision of the contracted services, as long as such Processing of Personal Data does not conflict with the written instructions of the Personal Data Controller, as set out in **Attachment 2**, the existing Personal Data legislation and the Applicable regulations. The Personal Data Processor may not Process Personal Data for its own purposes.

**6. Personal Data Processor commitments**

6.1 In the Processing of Personal Data, the Personal Data Processor undertakes to apply the prevailing Applicable regulations.

6.2 The Personal Data Processor shall not disclose and/or transfer the Personal Data to Third Countries unless necessary for the performance of the contracted services. The Personal Data Processor undertakes to only disclose the Personal Data to people within the internal organization and the parent company of the Personal Data Processor who need access to the said Personal Data in order to perform their duties.

6.3 The Personal Data Processor shall not copy or recreate the Personal Data, or otherwise Process

the Personal Data for purposes other than those specified at the time of the Personal Data collection.

6.4 In the event that an authority or other third-party requests information from the Personal Data Processor relating to the Personal Data Processing, the Personal Data Processor shall without delay forward such a request to the Personal Data Controller. Wherever necessary, the Personal Data Processor shall assist the Personal Data Controller in the compilation of information requested by third parties.

6.5 The Personal Data Processor is not entitled to represent the Personal Data Controller or to act on behalf of the Personal Data Controller vis-à-vis a third party. In cases where the Personal Data Processor in connection with the Processing of Personal Data transfers Personal Data to a Third Country, which is not considered by the EU Commission to meet an adequate level of protection in relation to Third Country legislation, the Parties must enter into EU Commission Standard Contractual Clauses at the request of the Personal Data Controller.

6.6 The Personal Data Processor is entitled to compensation for demonstrated costs incurred due to instructions from the Personal Data Controller affecting the Personal Data Processors Processing of Personal Data in accordance with this Agreement.

## **7. Security**

7.1 The Personal Data Processor shall undertake efficient technical and organizational security measures for the protection of the Personal Data. The Personal Data Processor certifies that all its operations are managed in a way that ensures compliance with the requirements on adequate security levels set out in the existing Personal Data legislation and the Applicable regulations.

7.2 The Personal Data Processor shall continuously ensure the confidentiality, integrity, availability and resilience of the Processing systems. The Personal Data Processor undertakes to comply with decisions taken by an authority on security measures with regard to the management of Personal Data.

## **8. Registers and documentation**

8.1 The Personal Data Processor shall establish and maintain a written electronic register of all categories of Personal Data Processing operations performed on behalf of the Personal Data Controller, including:

- Name(s) and contact details of the Personal Data Processor and the Personal Data Controller, on whose behalf the Personal Data Processor is acting, and, where applicable, the representative of the Personal Data Controller or the Personal Data Processor as well as the Data Protection Officer.
- The categories of Personal Data Processing operations that have been performed on behalf of the Personal Data Controller.
- Where applicable, transfers of Personal Data to a Third Country or an international organization, including identification of the Third Country or the international organization and documentation on appropriate security measures.
- Where possible, a general description of the technical and organizational security measures.

8.2 If the Personal Data Processing appears to contravene the Agreement, the General Data

Protection Regulation or other legislation, the Personal Data Processor shall notify the Personal Data Controller. The Personal Data Processor shall then await instructions from the Personal Data Controller.

## **9. Personal data breaches**

9.1 In the event of detection or suspicion of a Personal Data Breach, the Parties shall jointly assess the situation and agree on the appropriate response. The Personal Data Processor shall notify the Personal Data Controller at latest within forty-eight (48) hours after having become aware of the Personal Data Breach. In the event of a suspected or detected Personal Data Breach, the Personal Data Processor shall investigate the Personal Data Breach and take appropriate measures to alleviate its potential adverse effects.

9.2 If so, requested by the Personal Data Controller, a description of the Personal Data Breach shall be submitted to the Personal Data Controller. A description of this kind must at least contain:

- a) an outline of the nature of the Personal Data Breach, including where possible, the categories and the approximate number of data subjects concerned, and the categories and the approximate number of Personal Data records concerned, and the type of Personal Data involved;
- b) the name and contact details of the Data Protection Officer or other contact points where more information can be obtained;
- c) an outline of the likely consequences of the Personal Data Breach; and
- d) an outline of the measures taken or proposed by the Personal Data Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

9.3 Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

9.4 The Personal Data Processor shall assist the Personal Data Controller in the fulfilment of its obligations under the prevailing Personal Data legislation and Applicable regulations relating to Personal Data Breaches, taking due account of the type of Processing and the information available to the Personal Data Processor.

9.5 A notification as set out above must contain all the information needed by the Personal Data Controller to fulfil its obligations vis-à-vis the regulatory authority.

## **10. Audit**

10.1 The Personal Data Controller is entitled to subject the Personal Data Processor to an audit maximum one (1) time a year, in person or through third parties agreed between the Parties, or otherwise verify that the Processing of Personal Data of the Personal Data Processor is in compliance with the Agreement, the prevailing Personal Data legislation and the Applicable regulations. The Audit shall only be conducted upon mutual agreement between the Parties and within reasonable notice, and with at least thirty (30) days prior written notice in advance. As part of an audit or verification of this kind, the Personal Data Processor shall provide the Personal Data Controller with the assistance required to complete the audit, with minimal disruption to the Personal Data Processor's operations, during working normal hours and not during July–August.

10.2 The Personal Data Processor shall grant the Personal Data Controller access to premises and equipment related to inspection with a view to ensure that the Personal Data Processor fulfils its obligations under the Agreement, the prevailing Personal Data legislation and Applicable regulations. However, the Personal Data Controller does not have such a right when the access and/or

inspection could entail security or privacy risks for the data subjects.

10.3 The Personal Data Processor reserves the right to take necessary protective measures for Personal Data in cases of suspected misuse by the Personal Data Controller, in accordance with the General Data Protection Regulation.

## **11. Subcontractors (subprocessors)**

11.1 Personal Data may be processed by a subcontractor, provided that the subcontractor complies with the corresponding conditions set out in this Agreement.

11.2 The Personal Data Processor commits to inform the Personal Data Controller on its website or by email of any plans to engage new subcontractors or to replace existing subcontractors. The Personal Data Controller is entitled to object to such changes unless such changes are necessary for compliance with applicable law or to maintain service quality or security. If the Personal Data Controller makes such an objection within ten (10) days from such proposed change, the Personal Data Processor must not implement the proposed change unless such changes are necessary for compliance with Applicable regulations or to maintain service quality or security. If the Personal Data Controller does not object to the said change within ten (10) days from the proposed change, the Personal Data Controller is considered to have accepted the new or replaced subcontractor.

11.3 The Personal Data Processor is specifically responsible for ensuring that Article 28 (2) and (4) in the General Data Protection Regulation is taken into account when engaging and using a subcontractor and to ensure that such subcontractors provide sufficient guarantees to implement appropriate technical and organizational measures in such a way that the Personal Data Processor's contract with the subcontractor complies with the Applicable regulations.

## **12. Confidentiality**

12.1 The Personal Data Processor undertakes to Process Personal Data and any other information relating to the Agreement in accordance with the prevailing legislation on confidentiality.

12.2 The Personal Data Processor shall ensure that all members of staff, consultants and others for whom the Personal Data Processor is responsible, and who Process Personal Data has received information on how Personal Data may be Processed.

12.3 The Personal Data Processor shall be responsible for informing the people with access to the Personal Data on how the Personal Data may be Processed pursuant to the Personal Data Controller's written instructions. The Personal Data Processor must also ensure adequate access management.

## **13. Contacts**

The Parties shall each designate one (1) contact person responsible for the cooperation between the Parties. Any changes in contact persons or contact details shall be communicated in writing to the other Party.

## **14. Rectification and erasure of personal data**

14.1 The Personal Data Processor shall undertake to rectify inaccurate or incomplete Personal Data as soon as reasonably practicable and no later than within one hundred and eighty (180) days. Following a written request from the Personal Data Controller that the Personal Data be erased, the Personal Data Processor may only Process the Personal Data within the framework of

the erasure process and shall undertake to erase the Personal Data without delay, and no later than within one hundred and twenty (120) days.

14.2 Upon termination of the Agreement, the Personal Data Processor shall, return or erase the Personal Data. The Personal Data Processor may, upon termination of the Agreement, only Process the Personal Data within the framework of the erasure process and shall undertake to erase the Personal Data without delay and at the latest at the termination of the Agreement. If the Personal Data is to be returned, this must be done without delay and in a general and electronically exploitable format.

## **15. Miscellaneous**

The Parties may not transfer the obligations and/or rights associated with this Agreement to a third party without the prior written consent of the other Party. The Parties may transfer the obligations and/or rights associated with this Agreement to an Affiliate of the Party.

## **16. Liability for damage**

16.1 The Personal Data Controller shall compensate the Personal Data Processor for the claims made against the Personal Data Processor, on condition that the claims are based on the Personal Data Controller's instructions to the Personal Data Processor.

16.2 The Personal Data Processor's liability shall be limited to its own acts and omissions and shall not extend to any instructions provided or actions taken by the Personal Data Controller that result in a breach of the General Data Protection Regulation.

## **17. Duration period and amendments to the agreement**

17.1 This Agreement shall enter into force upon its signature by the Parties and remain in force for the period during which the Personal Data Processor Processes the Personal Data pursuant to the Personal Data Controller's instructions.

17.2 The Personal Data Processor has the right to request amendments to this Agreement in order to comply with new or modified General Data Protection Regulation requirements, subject to mutual agreements of the Parties.

17.3 Each Party shall be entitled to terminate the Agreement in writing in the event of termination of the Customer/service Agreement entered into between the Parties. A Party is entitled to terminate this Agreement with immediate effect if the other Party:

- i) commits a material breach of the provisions of this Agreement and fails to remedy the breach within thirty (30) days of receipt of a written request thereto from the other Party; or
- ii) is declared bankrupt, enters into composition negotiations or is otherwise insolvent.

## **18. Disputes and applicable law**

18.1 This Agreement is governed by Swedish law.

18.2 In the event of a dispute arising from this Agreement, the Parties agree to initially make a concerted effort to first resolve the dispute through negotiations between the Parties at the executive level and reach an amicable settlement insofar as this is reasonable under the circumstances, before the Parties resort to settling the dispute by arbitration in accordance

with Section 18.3.

- 18.3 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the 'SCC'). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm.

## Attachment 1: Sub-Processors of the Data Processor and/or its Affiliates

### Sub-processors for Greater Than API calls

#### 1. Microsoft Azure

Address: Microsoft Ireland Operations Ltd, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland

Contact details: [azure.microsoft.com/en-us/support/options/](https://azure.microsoft.com/en-us/support/options/) Purpose: Data handling, Analyse

Personal information:

DriverID and/or Vehicle ID (Can be anonymised or Personal Data)

- GPS data

Privacy Policy: <https://privacy.microsoft.com/en-us/privacystatement>

#### 2. Google Cloud EMEA Limited

Address: Velasco, Clanwilliam Place, Dublin 2, Ireland

Contact details: <https://cloud.google.com/support/docs/support> Purpose: Time zone, Analyse, Addresses

Personal information:

- DriverID and/or Vehicle ID (Can be anonymised or Personal Data)

- GPS data

Privacy Policy: <https://cloud.google.com/privacy>

### Sub-processors for Greater Than platforms

#### 1. Microsoft Azure

Address: Microsoft Ireland Operations Ltd, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland

Contact details: [azure.microsoft.com/en-us/support/options/](https://azure.microsoft.com/en-us/support/options/)

Purpose: Data handling, Analyze

- Personal information: DriverID and/or Vehicle ID (Can be anonymised or Personal data)

- GPS data

Privacy Policy: <https://privacy.microsoft.com/en-us/privacystatement>

#### 2. Google Cloud EMEA Limited

Address: Velasco, Clanwilliam Place, Dublin 2, Ireland

Contact details: <https://cloud.google.com/support/docs/support>

Purpose: Time zone, Analyse, Addresses

Personal information:

- DriverID and/or Vehicle ID (Can be anonymised or Personal data)

- GPS data

Privacy Policy: <https://cloud.google.com/privacy>

### **3. Stripe**

Address: The One Building, 1 Grand Canal Street Lower, Dublin 2, Co. Dublin, Ireland

Contact details: support@stripe.com

Purpose: Subscription and payment module

Personal information: Name, Address, E-mail, Phone number, Credit cards

Privacy Policy: <https://stripe.com/se/privacy>

### **4. Google Maps Platform**

Address: Velasco, Clanwilliam Place, Dublin 2, Ireland

Contact details: <https://cloud.google.com/support/docs/support>

Purpose: Map services, geolocation, routing

Personal information: IP address, Location data, Request metadata

Privacy Policy: <https://policies.google.com/privacy>

### **5. Apple Maps**

Address: Apple Distribution International Ltd., Hollyhill Industrial Estate, Cork, Ireland

Contact details: <https://support.apple.com>

Purpose: Map services and geolocation

Personal information: IP address and Location data

Privacy Policy: <https://www.apple.com/legal/privacy/>

### **6. Hubspot**

Address: HubSpot Ireland Limited, 2nd Floor, 30 North Wall Quay, Dublin 1, Ireland

Contact details: <https://legal.hubspot.com/contact>

Purpose: CRM, marketing automation, customer communication

Personal information: Name, Email address, Company information, Communication data

Privacy policy: <https://legal.hubspot.com/privacy-policy>

### **7. Twilio**

Address: 375 Beale Street, Suite 300, San Francisco, CA 94105

Contact details: <https://support.twilio.com/hc/en-us>

Purpose: For sending text messages in the communication module.

Personal information: phone number

Privacy Policy: <https://www.twilio.com/legal/privacy>

## **8. SendGrid**

Address: 101 Spear Street, Ste 500 San Francisco, CA 94105

Contact details: <https://support.sendgrid.com/hc/en-us>, +1 (877) 969-8647

Purpose: For sending email in the communication module

Personal information: e-mail

Privacy Policy: <https://sendgrid.com/policies/security/> / <https://www.twilio.com/legal/privacy>

## **Attachment 2 – Instructions of the Personal Data Controller**

This instruction relates to the Agreement between the Personal Data Controller and the Personal Data Processor. As Personal Data Controller for the Processing of Personal Data under the Customer Agreement concluded by the Parties, the Personal Data Controller submits the following instructions for the Processing of Personal Data. The definitions contained in the Agreement are also applicable to this instruction.

### **1. Purpose and background**

After the entry into force of the General Data Protection Regulation on 25 May 2018, the Personal Data Processor may only Process Personal Data from the Personal Data Controller in accordance with the Personal Data Controller's written instruction. This is also regulated in Section 5 of the Personal Data Processor Agreement concluded between the Parties. The purpose of this instruction is to provide the Personal Data Processor with instructions on how to Process Personal Data under the responsibility of the Personal Data Controller.

### **2. Purpose and legal basis of the personal data processing**

Specific, explicitly mentioned and legitimate purposes of the data collection must be given to ensure the lawfulness of the Personal Data collection. The collected Personal Data may not be further Processed in a way that is incompatible with those purposes. The Personal Data Processor may Process the Personal Data for the purposes laid down in the Customer Agreement, constituting the basis for the Personal Data Processing, which the Personal Data Controller has concluded with the Personal Data Processor (the 'Customer Agreement').

### **3. Personal data that may be processed**

The Personal Data Processor may only Process Personal Data of data subjects, which are necessary to fulfil the obligations of the Personal Data Processor under the Customer Agreement concluded by the Parties, and, where appropriate, corresponding Personal Data of the registered contact person(s) or other contact persons who are natural persons. The Personal Data Processor may also Process other Personal Data if this is required in order to fulfil the obligations of the Personal Data Processor under the Agreement

### **4. Categories of persons concerned by the processing**

The Personal Data Processing shall only concern the data subjects of the Controller, and where appropriate, the registered contact person(s) or other contact persons who are natural persons.

### **5. Lawful processing of personal data**

The Personal Data Processor shall ensure the confidentiality of the Personal Data and merely Process data with a view to fulfil the duties of the Personal Data Controller vis-à-vis the data subject, in accordance with the instructions on Personal Data Processing provided by the Personal Data Controller. Unless instructed by the Personal Data Controller to perform another Processing

operation, the Personal Data Processor shall only Process the Personal Data of the Personal Data Controller in the ways specified below:

- Personal Data provided by the Personal Data Controller shall only be Processed with a view to support the activities of the Personal Data Controller.
- Personal Data provided by the Personal Data Controller shall only be Processed for internal use and administrative management purposes.
- The Processing of the Personal Data shall be lawful and correct, and in compliance with good practices.

## **6. Recipients to whom personal data may be submitted**

Personal Data Processed by the Personal Data Processor may only be disclosed to:

- I. Authorized staff of the Personal Data Controller.
- II. Concerned data subjects.
- III. Subcontractors for whom the Personal Data Controller has, in writing, granted disclosure.
- IV. Other companies within the group of the Personal Data Processor in order to fulfil the Customer Agreement entered between the Parties.

## **7. Provision of personal data to third countries**

Personal data Processed by the Personal Data Processor may only be provided to Third Countries pursuant to the relevant provisions of the General Data Protection Regulation, the Applicable regulations and in accordance with this Agreement.

## **8. Disposal of personal data**

Personal Data must not be stored longer than what is necessary with regard to the purposes of the Processing. The Personal Data must subsequently be erased or made anonymous. The Personal Data Processor should dispose of Personal Data in accordance with the provisions of the General Data Protection Regulation.

## **9. Safeguards**

The Personal Data Processor further undertakes to, at all times, undertake appropriate technical, physical, administrative and organizational measures to safeguard the Personal Data in accordance with the General Data Protection Regulation and with regard to:

- the sensitivity of the Personal Data;
- the specific risks associated with the Processing of the Personal Data (e.g. accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data that have been transmitted by networks, stored or otherwise Processed, especially when this may entail physical, material, and non-material damage);
- existing technical possibilities; and
- the costs associated with the implementation of the operations.