

# PERSONAL DATA SUB-PROCESSOR AGREEMENT

The following personal data sub-processor agreement incl. attachments (the "Agreement") has been concluded between the **Client** hereinafter referred to as **the "Data Processor"**, and **Greater Than AB, or any of its Affiliates** hereinafter referred to as **the "Sub-Processor"**, and jointly referred to as the "Parties".

## Attachments

The Agreement comprises this main document and the following attachments:

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

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

## Definitions

Should European Parliament and Council Regulation (EU) 2016/679, hereinafter referred to as the "General Data Protection Regulation" or "GDPR", 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.

The terms listed below shall have the following meaning in the Agreement:

**Affiliate** means any entity or person that, either directly or indirectly through one or more intermediate entities or persons, controls, is controlled by or is under common control with the Parties.

**Applicable regulations** mean 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.

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

**Data Processor** means person or body that Processes Personal data on behalf of the Data Controller.

**Personal data** refers to any information that relates to an identified or identifiable natural person, whereby an identifiable natural person is a person that can be identified directly or indirectly, in particular with reference to an identifier such as a name, identification number, location or online identifier or one or more factors that are specific to the physical, physiological, genetic, psychological, financial, cultural or social identity of the natural person.

A **Personal data breach** refers to a security breach that leads to the accidental or unlawful

destruction, loss, modification or unauthorized disclosure of or access to the Personal data that are transferred, stored or otherwise Processed.

**Process, Processes, Processed, or Processing** refers to an action or combination of actions taken in respect of Personal data or sets of Personal data, regardless of whether they are taken in an automated way or not, such as collection, registration, organization, structuring, storage, handling or modification, development, reading, utilization, disclosure by means of transfer, dissemination or provision by other means, adjustment or compilation, limitation, deletion, or destruction.

**Sub-Processor** refers to the party Processing Personal data in accordance with instructions from the Data Processor.

**Third Country** refers to a country which is not part of the European Union or affiliated to the European Economic Area.

## 1 The purpose and background

- 1.1 The purpose of this Agreement is to ensure that the Processing of Personal data carried out by the Sub-Processor, on behalf of the Data Processor, complies with the requirements set out in the existing legislation on Personal data, the Applicable regulations, and with the provisions of this Agreement.
- 1.2 The Data Processor is permitted by the Data Controller to engage a Sub-Processor. The Data Processor has informed the Data Controller that the Sub-Processor is appointed as the Sub-Processor in accordance with the Agreement.
- 1.3 The Sub-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 GDPR or infringe upon the rights of the data subjects.
- 1.4 On signing the Agreement, the Sub-Processor undertakes to Process Personal data on behalf of the Data Processor. A more detailed description of the assignment is given in Section 2.1.2 of the Agreement.

## 2 The Data Processor's obligations

- 2.1 How the personal data is to be processed.

### 2.1.1 Processing in accordance with the law

The Data Processor is responsible for ensuring that all Processing of Personal data is carried out in accordance with the Data Processor Agreement the Data Processor entered with the Data Controller. The Data Processor Agreement regulates, amongst other things but not exclusively, what Personal data is to be Processed by the Data Processor, the object of the Processing, the duration, extent, nature and purpose of the Processing, the type of Personal data and categories of data subjects, the obligations and rights of the Data Controller and the Data Processor, as well as the scope of the protective measures and other IT and security-related obligations.

The Data Processor shall provide all data that may be needed for the Sub-Processor to be able to meet its contractual obligations towards the Data Processor.

#### 2.1.2 Provision of information and documentation

The Data Processor is responsible for providing the Sub-Processor with documented instructions, which shall describe the scope of the assignment in more detail, insofar as these instructions are consistent with the requirements of the GDPR and allow for flexibility in the execution of the Sub-Processors duties in accordance with the Agreement. The Data Processor guarantees that no part of the Data Processor's instructions in the Agreement to the Sub-Processor conflicts with the Data Processing Agreement the Data Processor entered with the Data Controller.

The instructions of the Data Processor shall specify, amongst other things but not exclusively, how the Sub-Processor is to Process Personal data, what categories of Personal data are covered by the assignment, and what level of protection shall apply to the Personal data.

#### 2.1.3 Provision of personal data

The Data Processor shall provide the Sub-Processor with the information and the Personal data that are required for the latter to be able to fulfil its obligations according to the Agreement.

#### 2.1.4 Correct information

The Data Processor shall provide the Sub-Processor with the correct information immediately in the event that the Data Controller gives the Data Processor new instructions in respect of the Processing. This includes, amongst other things, a duty to provide information when the instructions or Personal data are incorrect, incomplete or otherwise need to be amended.

### **3 The Sub-Processor's areas of responsibility**

#### 3.1 Processing of personal data

##### 3.1.1 Processing in accordance with the Agreement

The Sub-Processor shall only process Personal data on behalf of the Data Processor in accordance with the Agreement. The Sub-Processor shall also comply with the GDPR and other data protection legislation in all Processing of Personal data.

Without the consent of the Data Processor, an order from a supervisory authority or mandatory legislation, the Sub-Processor may not Process Personal data for other purposes than those specified in the documented instructions.

The Sub-Processor is entitled to compensation for demonstrated reasonable costs incurred due to instructions from the Processor affecting Sub-Processor's Processing of Personal data in accordance with this Agreement.

##### 3.1.2 Transfer of personal data

The Sub-Processor may not transfer any Personal data to a state outside of the EU area except what is stated in this Agreement or to a state to which the exceptions to the prohibition of transfer to Third Countries do not apply. The prohibition also applies to servicing, technical support, maintenance, development and similar services of the system. A transfer that is not subject to the aforementioned requires the written consent of the Data Processor and an assurance that such transfer complies with the Applicable regulations.

##### 3.1.3 Implementation of modifications

The Sub-Processor shall carry out modifications, deletions, limitations and transfers at the explicit request of the Data Processor, but not, however, if such request contravenes the Agreement and the Applicable regulations.

## 3.2 Technical and organizational measures

### 3.2.1 Carry out technical and organizational measures

In view of the latest development, implementation costs and the nature, scope, context and purpose of the Processing, as well as the risks, of varying degrees of likelihood and gravity, for natural persons' rights and freedoms, the Sub-Processor shall take suitable technical and organizational measures to ensure a level of security that is appropriate for the risk, including, where applicable,

- pseudonymization and encryption of Personal data;
- the capacity to ensure the confidentiality, privacy, accessibility and resistance of Processing systems and services on a continuous basis;
- the capacity to reinstate accessibility and access to Personal data within a reasonable time scale in the event of a physical or technical breach; and
- a procedure for the regular testing, investigation and assessment of the efficiency of the technical and organizational measures that are to ensure the security of the Processing.

## 3.3 Record of processing activities

### 3.3.1 Draw up a record of processing activities

The Sub-Processor shall maintain a record of Processing activities of all categories of Processing that is carried out on behalf of the Data Processor in accordance with article 30 of the GDPR and therefore include the following:

- Name of and contact details for the Sub-Processor and on whose behalf the Sub-Processor acts and, if applicable, for the Data Processor's representative and data protection officer;
- The categories of Processing that have been carried out on behalf of the Data Processor;
- Where applicable, transfers of Personal data to a Third Country or an international organization, including the identification of the Third Country or international organization and the documentation of suitable protection measures; and
- If possible, a general description of the technical and organizational security measures.

### 3.3.2 Written record of processing activities

The Sub-Processor shall draw up the records in writing, including in electronic form.

## 3.4 Duty to notify

The Sub-Processor shall notify the Data Processor without unnecessary delay in the event that the data Processing contravenes the Agreement. The Sub-Processor shall then await instructions from the Data Processor.

## 3.5 Information

### 3.5.1 Disclosure of personal data

The Sub-Processor may not disclose Personal data or information about the Processing of Personal data without the prior consent of the Data Processor, except in the event that a supervisory authority has issued an order to do so, or if the Sub-Processor is obliged to do so by law.

### 3.5.2 Duty to notify in the event of contact

The Sub-Processor shall notify the Data Processor if the Sub-Processor is contacted by a supervisory authority, data subject or third party for the purpose of viewing the Personal data

that is Processed by the Sub-Processor.

### 3.6 Audit

3.6.1 The Data Processor is entitled to, maximum one (1) time a year, and at the cost of the Data Processor, to an audit, in person or through third parties agreed between the Parties, or otherwise verify that the Personal data Processing of the Sub-Processor is in compliance with the Agreement 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 Sub-Processor shall provide the Data Processor with the reasonable assistance required to complete the audit during normal working hours: 9–5 pm CET and not during July–August.

3.6.2 The Sub-Processor shall grant the Data Processor access to premises and equipment related to inspection with a view to ensure that the Sub-Processor fulfils its obligations under the Agreement and the Applicable regulations. However, the Data Processor does not have such a right to audit when the access and/or inspection could entail security or privacy risks for the data subjects and/or the other customers of the Sub-Processor.

3.6.3 The Sub-Processor reserves the right to take necessary protective measures for Personal data in cases of suspected misuse by the Data Processor, in accordance with the GDPR.

### 3.7 Security and confidentiality

#### 3.7.1 Assess the risks

The Sub-Processor shall assess the risks of the Processing and take measures, such as encryption, to reduce them. These measures should ensure an appropriate level of security, including confidentiality, and take account of the most recent development and implementation costs in respect of the risks and what type of Personal data are to be protected.

#### 3.7.2 Carry out security measures

The Sub-Processor shall take measures to ensure that all natural persons and legal persons that carry out work under the Sub-Processor's supervision, and that are given access to Personal data, only Process these on the instructions of the Data Processor.

#### 3.7.3 Sufficient knowledge and training

The Sub-Processor is responsible for ensuring that each natural person who has access to the Personal data Processed in accordance with the Agreement has sufficient knowledge and training to be able to Process the Personal data in a secure and appropriate manner.

#### 3.7.4 Changes to the personal data processing

If the Sub-Processor intends to implement changes to the way in which the Personal data are Processed or otherwise implements changes that may affect security for the data subjects, the rights of the data subjects or compliance with the Agreement, the Sub-Processor shall inform the Data Processor of this beforehand.

#### 3.7.5 Secrecy and duty of confidentiality

The Sub-Processor undertakes to Process Personal data and other information associated with the Agreement in compliance with the applicable legislation on confidentiality. The staff who Process Personal data have signed special confidentiality clauses and have been informed that a duty of confidentiality exists in accordance with the Agreement or national law.

### 3.7.6 Appropriate undertaking of confidentiality

The Sub-Processor shall make sure that all employees, consultants and other persons for whom the Sub-Processor is responsible and who Process Personal data are bound by an appropriate confidentiality undertaking, and that they are informed of how the Processing of Personal data is to be carried out.

### 3.7.7 Information for persons with access

The Sub-Processor is responsible for ensuring that the persons who have access to the Personal data are informed of how they are to Process the Personal data in accordance with the Agreement. The Sub-Processor shall also make sure that adequate control of authorizations is in place.

## 3.8 Personal data breaches

### 3.8.1 Take measures to reduce damage

In the event of a suspected or discovered Personal data breach, the Sub-Processor shall investigate the breach and take suitable measures to mitigate its potential negative effects.

### 3.8.2 Description of a personal data breach

The Data Processor shall be provided with a description of the Personal data breach at the latter's request within forty-eight (48) hours. Such description shall contain at least:

- a) a description of the type of Personal data breach, including where possible the categories of and the approximate number of data subjects concerned, as well as the categories of and approximate number of Personal data items concerned;
- b) the name of and contact details for the data protection officer or other contact points from where further information may be obtained;
- c) a description of the likely consequences of the Personal data breach; and
- d) a description of the measures that have been taken or proposed by the Sub-Processor to remedy the Personal data breach, including, where appropriate, measures to mitigate its potential negative effects. If it is not possible to provide the information at the same time, the information may be provided in stages without further unnecessary delay.

### 3.8.3 Assistance with obligations regarding personal data breaches

The Sub-Processor shall assist the Data Processor in ensuring that the latter's obligations concerning Personal data breaches are met, taking account of the type of Processing and the information that the Sub-Processor has access to.

### 3.8.4 Notification of a personal data breach

The Sub-Processor shall notify the Data Processor of a Personal data breach without unnecessary delay, but at the latest within forty-eight (48) hours of being made aware of the breach.

### 3.8.5 Information about a personal data breach

A notification in accordance with the above shall contain all the information the Data Processor needs to fulfil its obligations towards the supervisory authority and the Data Controller.

## 3.9 Assisting the Data Processor

### 3.9.1 Impact assessments and prior consultation

If necessary and on request, the Sub-Processor shall assist the Data Processor in the fulfilment of its obligations pursuant to the provisions of the General Data Protection Regulation in respect

of the implementation of impact assessments concerning data protection and prior consultation with the supervisory authority.

#### **4 The Sub-Processor's hiring of another sub-processor**

4.1 Personal data may be Processed by another sub-processor hired by the Sub-Processor which is Part of this Agreement. By entering into this Agreement, the Data Processor consents to the sub-processors of the Sub-Processor enumerated in **Attachment 1**. The Sub-Processor commits to inform the Data Processor of any plans to engage new sub-processors or to replace existing sub-processors on condition that the application for the Sub-Processor is accepted by the Data Processor. The Data Processor is entitled to object to such changes unless such changes are necessary for compliance with Applicable regulations or to maintain service quality or security. If the Data Processor makes such an objection within seven (7) days from such proposed change the Sub-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 Data Processor does not object to the said change within seven (7) days from the proposed change the Data Processor is considered to have accepted the new or replaced Sub-Processor.

4.2 The Sub-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 sub-processor and to ensure that such sub-processors provide sufficient guarantees to implement appropriate technical and organizational measures in such a way that the Sub-Processor's contract with the sub-processor complies with the Applicable regulations.

#### **5 Liability for damage**

5.1 The Data Processor shall compensate the Sub-Processor for claims made against the Sub-Processor, on condition that the claim is based on the Data Processor's instructions, see **Attachment 2**.

5.2 The Sub-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 Data Processor that result in a breach of the GDPR.

#### **6 The duration of the agreement and amendments to the agreement**

6.1 Duration and amendments to the Agreement

The Agreement is valid from the date of signing by the Parties and for as long as the Sub-Processor Processes Personal data in accordance with the Data Processor's instructions in **Attachment 2** and this Agreement.

6.2 The Sub-Processor has the right to request amendments to this Agreement in order to comply with new or modified GDPR requirements, subject to mutual agreements of the Parties.

6.3 Return or deletion of personal data

After the Processing on behalf of the Data Processor has been completed, the Sub-Processor shall delete the Personal data, unless storage of the Personal data is permitted or required according to the law by which the Sub-Processor is governed. If the Personal data is to be handed back,

this shall be done without undue delay and in a common and legible electronic format.

#### 6.4 Consent in the case of new types of processing

If the Data Processor intends to extend the Sub-Processor's Processing of Personal data to include new types of Processing, this requires the explicit written consent of the Sub-Processor.

## 7 Notifications

### 7.1 Written notifications

Notifications and messages according to the Agreement shall be given in writing. Notifications shall be given to the contact persons named in the service agreement the parties entered.

**Sub-Processor:** Greater Than AB, Karlavägen 60, 114 49 Stockholm, Sweden, [info@greaterthan.eu](mailto:info@greaterthan.eu).

### 7.2 Written notification of a personal data breach

The Sub-Processor shall be provided with a reasonable timeframe to respond and address any Processing or incidents, ensuring adequate time to implement remedial measures.

Personal data breaches shall be notified at all times by e-mail to the e-mail address:

Sub-Processor: [info@greaterthan.eu](mailto:info@greaterthan.eu)

## 8 Disputes

8.1 This Agreement is governed by Swedish law.

8.2 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.

8.3 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 Sub-Processor**

### **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, 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, Analyze, 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](mailto: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: Data Processor's instructions**

Instruction relating to the Agreement between the Data Processor and the Sub-Processor.

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 Sub-Processor may only Process Personal data from the Data Processor in accordance with the Data Processor's written instruction. The purpose of this instruction is to provide the Sub-Processor with instructions on how to Process Personal data under the responsibility of the Data Processor.

### **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 Sub-Processor may Process the Personal data for the purposes laid down in the service agreement, constituting the basis for the Personal data Processing, which the Data Processor has concluded with the Sub-Processor (the "Service Agreement").

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

The Sub-Processor may only Process Personal data of data subjects, which are necessary to fulfil the obligations of the Sub-Processor under the Service 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 Sub-Processor may also Process other Personal data if this is required in order to fulfil the obligations of the Sub-Processor under the Agreement.

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

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

- Personal data provided by the Data Processor shall only be Processed with a view to support the activities of the Data Processor.
- Personal data provided by the Data Processor 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.

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

Personal data processed by the Sub-Processor may only be disclosed to:

- I. Authorized staff of the Data Processor.
- II. Concerned data subjects.
- III. Subcontractors for whom the Data Processor has consented to in accordance with the Agreement.
- IV. Other companies within the group of the Sub-Processor in order to fulfil the Service Agreement entered between the Parties.

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

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

## **7. 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 Sub Processor should dispose of Personal data in accordance with the provisions of the General Data Protection Regulation.

## **8. Safeguards**

The Sub-Processor further undertakes to, at all times, take 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.