DATA PROCESSING AGREEMENT

This Data Processing Agreement ("**DPA**") is an exhibit and an integral part of the Netigate General Terms of Service ("General Terms") entered into with the Customer that has accepted the General Terms:

1 Background

1.1 Upon performance of the Agreement regarding the cloud-based software solution, Netigate will be Processing Personal Data on behalf of the Customer in capacity of the Customer's Data Processor. The Customer is the Data Controller of the Processing of Personal Data (the "**Controller**"). For the purpose of ensuring compliance with the Data Protection Rules, the Parties enters this Data Processing Agreement ("**DPA**") which forms an integral part of the entire agreement between the Parties (the "**Agreement**"). In the parts that terms may overlap, the terms in this DPA shall be given precedence over the conflicting terms when concerning the Processing of Personal Data.

1.2 Should anyone else, either alone or jointly with the Customer, be the data controller(s) for the Personal Data, the Customer will inform Netigate of this fact.

1.3 The purpose of this Agreement is to ensure that Processing is carried out in accordance with the applicable requirements for data processing and obligations under Data Protection Rules and to ensure adequate protection of personal integrity and fundamental rights of individuals during the transfer of Personal Data from the Customer to Netigate within the framework of the Services that Netigate performs under the Agreement.

2 Definitions

"**Process/Processing**"	means 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, organisation, 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**"	means any information relating to an identified or identifiable natural person ('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.
"**Controller**"	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; where the purposes and means of such processing are determined by Union or Member State law, the Controller or the specific criteria for its nomination may be provided for by Union or Member State law.
"**Processor**"	means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.
"**Customer**"	means the party defined as the Customer above and to the extent that the Customer enters into this Data Processing Agreement on behalf of other service recipients pursuant to the Agreement also such service recipients, when appropriate.
"**Data subject**"	means the natural person to whom Personal Data relates to.
"**Data Protection Rules**"	means the from time to time applicable laws and regulations in respect of Processing of Personal Data, including but not limited to, Regulation (EU) 2016/679 of the European Parliament and of the Council (the "GDPR"), any local applicable laws implementing the GDPR, as well as Supervisory Authority's binding decisions, regulations and recommendations and other supplementary local adaptions and regulations in respect of data protection.

2.1 Unless otherwise stated, any other term or concept used in capitalized letters in this DPA (except in some cases as part of a heading) shall have the meaning and conception that is established in the Data Protection Rules and otherwise in the Agreement, unless the circumstances obviously require another interpretation.

2.2 This Agreement governs the Controller's rights and obligations as Controller and the Processor's rights and obligations as Processor when the Processor Processes Personal Data on behalf of the Controller.

3 Appendix to this Agreement

Data Processing instructions   Appendix 1

Sub-Processors   Appendix 2

4 Responsibility and Instruction

4.1 The Personal Data Processed by Netigate on behalf of the Customer is primarily Personal Data relating as further set out in Appendix 1 (Instructions for Processing Personal Data).

4.2 The Customer is Controller for all the Personal Data that Netigate Processes on behalf of the Customer under the Agreement. The Customer is therefore responsible for complying with Data Protection Rules. The Customer undertakes to inform Netigate of the Data Protection Rules that are relevant to carry out the Processing under this Agreement. In addition to the requirements that apply directly to a Processor in accordance with Data Protection Rules, Netigate shall be obliged to comply with other applicable requirements according to Data Protection Rules and recommendations from the Supervisory Authority which Netigate has been informed of by the Customer.

4.3 The Processor and any person acting under the authority of the Processor, who has access to Personal Data, shall not Process those data except on instructions from the Controller or according to Data Protection Rules. Processing may also be performed when required by EU law or applicable member state law, which Netigate or Sub-Processor is subject to.

4.4 Netigate shall only Process Personal data on documented instructions from the Controller. The Controller's instructions to the Processor regarding the nature, purpose, Processing and storage of the Personal Data is set out in this Agreement and in Appendix 1. Any additional instructions must be given by the Customer in writing or in a documented electronic format. Verbal instructions must be confirmed immediately in writing or in a documented electronic format.

4.5 The Customer shall immediately inform Netigate of changes that affect Netigate's obligations according to this DPA. The Customer shall inform Netigate in case anyone else, either alone or jointly with the Customer, is Data Controller(s) of the

Personal Data.

4.6   Netigate may not Process Personal Data for other purposes than those for which Netigate was commissioned.

4.7   For the avoidance of doubt, Netigate has the right to store, process and exploit data derived from the Customer in an aggregated and anonymized format, containing no Personal Data, under this DPA.

5   Security and Confidentiality

5.1   Netigate shall implement technical and organizational measures, as required by the Data Protection Rules, in order to ensure a level of security that is appropriate with regards to the risk and to protect Personal Data being Processed from accidental or unlawful destruction, loss or alteration, or unauthorized disclosure of, or access to, the Personal Data being Processed.

5.2   Netigate shall, assist the Customer in ensuring that the obligations under Articles 32-36 of the GDPR are fulfilled, taking into consideration the type of Processing and the information available to Netigate.

5.3   Netigate undertakes not to disclose information about the Processing of Personal Data covered by this Agreement or any other information that Netigate has received as a result of this Agreement to a third party. This commitment does not apply to information that Netigate has been submitted to disclose to an Authority or under Data Protection Rules. The Processor undertakes to notify the Controller in writing of any injunction if such disclosure has been issued.

5.4   Netigate shall, where applicable, comply with national legislation applicable to classified or confidential information. Netigate undertakes to ensure that personnel authorized to process Personal Data under this DPA have undertaken to observe confidentiality for the Processing or are subject to applicable statutory duty of confidentiality.

5.5   The confidentiality obligation also applies after this Agreement has ceased to apply.

6   Disclosure of Personal Data and Information etc.

6.1   Netigate may not without written consent from the Controller disclose or otherwise make Personal Data that is being Processed under this Agreement available to third parties, unless otherwise provided by the applicable European and national law, court or government decision.

6.2   If a Data subject requests access to information from the Processor regarding the Processing shall Netigate refer such requests to the Customer.

6.3   If a supervisory authority requests information from Netigate regarding the Processing of Personal Data shall Netigate inform the Customer of the request.

Netigate may not act on behalf of or as a representative of the Customer.

6.4   Netigate shall assist the Customer in complying with their obligation to respond to requests regarding a Data Subject's right stated in Chapter III of the GDPR, by taking technical and organizational measures, which are appropriate taking into account the nature of the Processing.

7 Sub-Processors

7.1   Personal Data may be Processed by a Sub-Processor provided that the Sub-processor meets the specified conditions set out in this Agreement. The Processor shall ensure that all Sub-processors are bound by written agreements which impose on them the corresponding obligations when Processing Personal Data as per this Agreement. Appendix 2 contains a list of currently approved Sub-processors as of the signatory date of this Agreement. Netigate shall remain responsible towards the Customer for the performance of the Sub-Processor's Data Protection obligations.

7.2   Netigate undertakes to inform the Customer of any plans to retain new Sub-Processors or to replace Sub-Processors. The Customer is entitled to object to such changes. Such objection may only relate to objective grounds relating to the security of the Processing under this Agreement. If the Customer makes such a legitimate objection and Netigate does not accept to replace the Sub-Processor in question, the Customer shall be entitled to terminate the Agreement by giving thirty (30) days written notice, including this DPA. If the Customer does not terminate Agreement, then the Customer shall be deemed to have accepted the new or replaced Sub-Processor. Termination by Customer under this Section shall be made within thirty (30) days from when the Customer receives notification from Netigate regarding the new or replaced Sub-Processor.

7.3   Netigate is specifically responsible for ensuring that Article 28.2 and 28.4 of the GDPR are taken into account when using Sub-Processors and to ensure that such Sub-Processors provides adequate guarantees to implement appropriate technical and organizational measures in such a way that the Agreement meets the requirements of Data Protection Rules.

7.4   Netigate shall provide the Customer with a correct and up-to-date list of the Sub-Processors assigned to Process Personal Data on behalf of the Customer, Contact Information, and the geographic location of the Processing. Netigate can fulfil the obligations under this paragraph by providing a new version of Appendix 2 (Sub-processor List).

       If a Sub-Processor fails to fulfil the obligations under this Agreement and according to Data Protection Rules, Netigate shall be responsible for performing the Sub-Processor's obligations in relation to the Customer.

8 Audits etc.

8.1   Netigate shall provide the Customer with all information required to comply with the obligations according to Article 28 of the GDPR within reasonable time after such request has been made by the Customer to Netigate. This means, among other things, that the Customer, as a Controller, is entitled to take the necessary steps to verify that Netigate can fulfill its obligations under this Agreement and had taken necessary measures to ensure this.

8.2   Netigate shall provide the Customer with all information required to demonstrate that the obligations according to this Agreement are met, as well as enable and contribute to audits, including inspections carried out by the Customer or by an independent auditor authorized by the Customer and which Netigate can reasonably accept.

8.3   Netigate shall, regarding the obligations stated in section 8 of this Agreement, immediately inform the Customer if Netigate considers that an instruction is in violation of Data Protection Rules. Netigate is entitled to refuse to execute such an instruction.

9 Transfers of Personal Data outside the EU/EEA and Data Portability

9.1   In the event that Netigate and/or Sub-Processors transfer Personal Data to a location outside of the EU/EEA, Netigate and/or Sub-Processor shall ensure that such transfer complies with applicable Data Protection Rules. Under the terms of this Agreement, such requirements in relation to certain countries will if suitable be fulfilled by entering into an agreement based on EU's standard contractual clauses for the transfer of Personal Data to processors established in third countries (2010/87/EU). Netigate is required to keep the Customer informed of the grounds for transfer.

10 Data portability

10.1   Netigate shall assist the Customer in fulfilling obligations to enable Data Portability of Personal Data that Netigate is Processing on behalf of the Customer.

10.2   Netigate is entitled to reasonable compensation for all work and costs arising from compliance with section 10.1.

11 Compensation

11.1   In the event that the obligations imposed on the Supplier in accordance with obligations under this agreement results in extensive work for Netigate, Netigate shall be entitled to reasonable compensation from the Customer. Netigate is not entitled to compensation for costs which arise based on compliance with requirements set out in the GDPR

11.2   Netigate shall be entitled to reasonable compensation for all work and all costs that arise due to the Customer's Instructions for Processing if these exceeds the features and level of security based on the services that Netigate normally provides to its customers, e.g. in the case that Netigate's [system / services] or other that requires Netigate to make special adjustments on behalf of the Customer. Netigate is not entitled to compensation for costs which arise based on compliance with requirements set out in the GDPR.

12   Liability

12.1   Netigate is liable without limitation for intent and gross negligence.

12.2   Otherwise, Netigate is liable in case of violation of an essential contractual obligation. Essential contractual obligations refer in an abstract way to such obligations that are essential for fulfilling the proper performance of the contract as such and the observance of which the contractual partner may regularly rely on. In these cases, liability is limited to the replacement of foreseeable, typically occurring damage, and to the maximum of a one year license fee. Netigate's liability shall is in those cases be limited to an amount equivalent to the fees paid by the Customer to the Supplier under the Agreement for a period of twelve (12) months before the damage occurred. In the event that the Agreement has not been valid during a full contract year, such amount shall be calculated on the costs that the Customer is expected to pay during a contract year under the Agreement. Otherwise Netigate's liability for slight negligence is excluded, unless it relates to damage resulting from injury to life, limb or health or guarantees or if it affects claims under the Product Liability Act.

12.3   In the event of loss of data, for which Netigate is responsible, the claim for damages is limited to the costs of data recovery from the last backup which has been made by the Customer and stored by the Customer.

12.4   Where the liability of Netigate is excluded or limited by the above provisions, this also applies to the personal liability of its employees, representatives or their vicarious agents.

12.5   During the term of this DPA and thereafter, the Customer shall indemnify and hold Netigate harmless from any damage, including claims from Data Subjects and third parties, which Netigate has suffered due to unclear, inadequate or unlawful instructions from the Customer, or which was otherwise caused by the Customer, depending on the circumstances deriving from the Customer.

12.6   Netigate's obligation to pay damages, laid down in section 12 above, only applies, provided that the Customer without undue delay informs Netigate in writing of any claims against the Customer. The Customer allows Netigate to control the defense of third party claims.

13 Term and Termination

13.1   This DPA enters into and remains in force as long as Netigate Processes Personal

Data on behalf of the Customer under the Agreement.

13.2   Upon termination of the Agreement or this DPA (depending on which occurs first), Netigate shall in accordance with the Customer's instructions delete or return the Personal Data that the Customer has transferred to Netigate and delete any existing copies, where appropriate, and unless storage of the Personal Data is required by EU law or applicable member state law, and ensure that each Sub- Processor does the same.

14 Changes and additions

14.1   If the Data Protection Rules are changed during the term of this DPA, or if the Supervisory Authority issues guidelines, decisions or regulations concerning the application of the Data Protection Rules that result in this DPA no longer meeting the requirements for a DPA, the Parties shall make the necessary changes to this DPA, in order to meet such new or additional requirements. Such changes shall enter into force no later than thirty (30) days after a Party sends a notice of change to the other Party or otherwise no later than prescribed by the Data Protection Rules, guidelines, decisions or regulations of the Supervisory Authority.

14.2   Other changes and additions to this DPA, in order to be binding, must be made in writing and duly signed by both Parties.

15 Miscellaneous

15.1   This DPA supersedes and replaces all prior DPAs between the Parties and supersedes any deviating provisions of the Agreement concerning the subject matter of this DPA, regardless if otherwise stated in the Agreement.

15.2   This DPA shall be governed by the same law and subject to the same forum as the Agreement.

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This DPA has been drawn up in duplicates whereof each Party has taken one each. This DPA is an integral part of the Agreement entered into between Netigate and the Customer.

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Appendix 1 – Data Processing Instructions

Purpose of the Data Processing:
To conduct various surveys to collect insights and data regarding, but not limited to Employee, Customer and Market research.
Netigate process Customer Data (which may include Personal Data) to fulfill the agreement and to deliver the Service and as further set forth in the DPA.

Categories of Data Subjects
Employees or consultants of the Customer
Customers or other commercial relationships of the Customer
Marketing panel members
Users of Netigate authorized by Customer or Netigate to use the Service.

Categories of Personal Data
Customer or survey respondent may submit Personal Data to Netigate to the extent determined and controlled by Customer and may include but not limited to the following Personal Data categories:
First name and last name
Title
Employer
Position
Contact information (company, email, phone, physical business address)
Organizational belonging
Employee feedback;
Supplier performance
Organizational matters
Workplace matters
ID data
Professional life data
Personal life data
Connection data
Localization data
Attendance of events
Evaluation of events
Evaluation of training courses

Sensitive Personal Data ("Special Categories") cannot be processed (without a written approval from Netigate). The Customer has the right to process sensitive data if it is a central part of the Customer's organization. The Customer must prior to such Processing notify Netigate.

Data Retention: For a maximum of 180 days following termination of contract

Technical and Organizational Measures
Netigate takes appropriate measures to protect the personal data given the purpose of processing and categories of data. A detailed description is available from Netigate on request.

Appendix 2 – Sub-Processors

(as of May 2018)

Introduction

The Netigate™ platform is developed and owned by Netigate AB (Swedish organization no: 556576-0997, Address: Lästmakargatan 20, SE-11144, Sweden) and Licensed under Netigate General Terms of Service. Netigate as a Processor may hire other companies to provide services on its behalf. The following companies are, or may be indirectly, engaged to deliver the services of Netigate and thus processing Customer Data and/or Personal Data.

Sub-processors of Netigate Group*

Name	Location(s)	Function(s)	Data Category
City Network Hosting AB	-Karlskrona, Sweden -Stockholm, Sweden (www.netigate.se)	Server hosting services of Netigate platform. (Data Center operations)	Survey Data: may include Personal Data and Customer Data
PlusServer GmbH	Cologne, Germany (www.ntgt.de)	Server hosting services of Netigate platform. Customers in DACH. (Data Center operations)	Survey Data: may include Personal Data and Customer Data
CLX Communications AB	Stockholm, Sweden	Messaging services (SMS distribution)	
Wiraya Solutions AB	Stockholm, Sweden	Messaging services (SMS distribution)	
Microsoft Online Services, Microsoft Ireland Operations Ltd	Data location within EU: -Dublin, Ireland -Amsterdam, the Netherlands -Helsinki, Finland -Vienna, Austria	Provider of e-mail and communication services, file storage and backups for users, processing on demand.	Name, e-mail and other customer contact details. Any information that a Customer provides.
Salesforce.com EMEA Limited	Data location within EU. Floor 26, Salesforce Tower, 110 Bishopsgate London, United Kingdom	Provider of CRM System to handle customer accounts, support cases etc.	Customer Data for contacts and to carry out Customer Service. No Survey Data.
Companies in the Netigate Group	Within EU-zone	Netigate services	

*(Netigate Group includes Netigate AB, Netigate Deutschland GmbH, Netigate Norge A/S, Netigate Ltd, Netigate Insight AB and Netigate Polska SP Z O O, all located within the EU zone.)