

Attachment 5: Terms and Conditions for Data Protection and the Processing of Personal Data

This attachment to the Contract serves as a processing agreement between the Customer and the Supplier in accordance with the EU's General Data Protection Regulation (EU)2016/679.

The Parties commit to comply with the mandatory provisions of the EU's General Data Protection Regulation and the Finnish Data Protection Act in all their activities. In addition, the Parties agree on the following general terms and conditions for data protection and the processing of personal Data.

1. Applicable terms and conditions when the Customer uses means other than Lemonsoft Platform Services to store personal data

When the Customer stores the system databases provided by the Supplier in an environment other than Lemonsoft Platform Services, the Customer acts as the controller of personal data. The Supplier acts as a processor of personal data only in cases where the Customer discloses personal data to the Supplier as part of the implementation of support services.

The processing of personal data that is related to support requests concerning the system that is provided by the Supplier may only take place upon the Customer's separate request. In this case, the Customer must ensure sufficient data security for the transfer of personal data to the Supplier. The Customer must transfer the data in electronic format, as an attachment to the support request stored in the Supplier's customer support system. In the case of a database, the transfer of data must be carried out in accordance with the Supplier's separate instructions and using a secure data connection.

2. Applicable terms and conditions when the Customer uses Lemonsoft Platform Services to store personal data

When the Customer stores the system databases provided by the Supplier in Lemonsoft Platform Services, the Customer acts as the controller of personal data. The Supplier is the processor of personal data to the extent that the Customer uses the Lemonsoft system to store personal data.

The processing of personal data that is related to support requests concerning the system that is provided by the Supplier may only take place upon the Customer's separate request. The Customer must transfer the data in electronic format, as an attachment to the support request stored in the Supplier's customer support system. In the case of a database, the transfer of data is carried out by the Supplier using a secure data connection.

3. Nature and purpose of processing personal data

The Supplier uses the Customer's personnel data to manage the relationship between the Supplier and the Customer for the following purposes, for example:

- Verifying the user-based invoicing of a system supplied by the Supplier
- Identifying a person in customer support and customer service situations
- Relaying information and carrying out marketing related to the use of the system provided by the Supplier, and other matters related to the customer relationship

The Supplier may also use personal data for internal purposes, such as inspections, data analysis and research.

For systems provided by the Supplier for the Customer's own use, the Supplier processes the stored data concerning personnel and other persons related to the Customer upon the Customer's separate

request. The use is always related to carrying out customer support, such as the processing of a support request. When the Customer uses Lemonsoft Platform Services, the processing of personal data also means the storage and backup of and other service work related to databases.

4. Types of personal data and data subject categories

The Supplier collects and processes the data of Customers and contact persons, as well as the user data of Customer systems that the Supplier provides.

When a person starts using the system provided by the Supplier, a username is created for using the system. The data related to the username are the person's name, the username created for the person in the company, the person's work email address, and in some cases the person's work phone number, position in the company, tax number, date of birth and job description.

When the Customer uses Lemonsoft Platform Services, the Supplier acts as a processor of personal data with respect to the Customer's personnel and other persons related to the Customer, to the extent that the Customer has stored data in the system provided by the Supplier.

5. Location of personal data

The Supplier has the right to freely transfer the Customer's personal data within the European Union and the European Economic Area, as well as outside them, provided that the Supplier complies with the applicable data protection legislation.

If personal data is processed outside the European Union or the European Economic Area, the Supplier and the Customer must, on their part, ensure that the processing of personal data is carried out in accordance with applicable data protection legislation.

6. Data security

The Supplier stores personal data in information systems that are accessible to specifically identified persons and that are located on premises protected by physical security measures.

For transfers of personal data, the Supplier uses systems that are protected by separate access rights and whose technology prevents the inspection of data during the transfer. The data is transferred using encrypted connections, which are protected with SSL encryption, for example.

The employment contracts that the Supplier's personnel have signed contain a confidentiality clause regarding the processing of Customers' data.

The Supplier commits to inform the Customer without undue delay if it becomes aware of any security breaches or other circumstances that target the Customer's personal data and have compromised the data security of the personal data.

7. The customer's obligations as a data controller

For its part, the Customer must take sufficient care of the instructions, processes, monitoring of operations and data security related to the processing of personal data in its company. The Supplier does not monitor the processing of personal data and the transfer of data that the Customer carries out in its own business operations.

8. Written instructions from the Customer on the processing of personal data and requests for information

The Supplier has the right to charge for a service that deviates from its normal personal data processing processes and that is carried out according to written personal data processing instructions provided by the Customer. The Supplier charges for the activity according to the Supplier's service price list.

The Supplier has the right to charge for the working time required to respond to the Customer's request for information, according to the Supplier's service price list.

9. Audits

The Customer or an authorised auditor has, at their own expense, the right to verify that the Supplier complies with its obligations regarding the processing of personal data.

If an entity acting as an auditor or a member of the same group engages directly or indirectly in activities that are in competition with the Supplier's business, the Supplier has the right to prohibit the use of the auditor in question. The Supplier also has the right to prohibit the use of a particular auditor if the Supplier reasonably believes that the auditor is not suitable to perform the task.

The Supplier has the right to charge the Customer for the costs and expenses arising from the audit, according to the Supplier's general service price list.

10. Subcontractors

The Supplier has the right to use subcontractors to process the Customer's personal data.

The Supplier's subcontractors referred to in the Data Protection Regulation are listed by service in the Supplier's privacy policy attachment. The Supplier announces any additions related to subcontractors by means of a general announcement that is published using the announcement function of the system the Supplier has provided. This means publishing a new service or adding a new, alternative subcontractor to an existing service. In the case of a change in the subcontractor of an existing service, the Supplier notifies the Customers using the service in question in a targeted manner.

11. Erasing or returning personal data

During the term of the Contract, the Supplier does not erase the Customer's personal data, except at the Customer's request.

The Supplier either erases or returns the personal data to the Customer, according to the Customer's choice, at the end of the Contract. If the Customer has not requested the erasure or return of personal data within sixty (60) days after the termination of the Contract, the Supplier has the right to erase personal data.

However, as an exception to the above statement, the Supplier always has the right to keep the Customer's personal data to the extent required by law.

12. Liability

To the extent that the mandatory provisions of the EU's General Data Protection Regulation and the Finnish Data Protection Act do not otherwise apply, the Supplier's liability is limited in accordance with Section 7 of the Supplier's General Terms and Conditions.