



1. Data Processing Agreement preamble

This Data Processing Agreement sets out the rights and obligations that apply to CostBits handling of personal data on behalf of the Data Controller.

CostBits processing of personal data shall take place for the purposes of fulfilment of the Parties' 'Master Agreement'.

This Data Processing Agreement shall take priority over any similar provisions contained in other agreements between the Parties, including the 'Master Agreement'.

Three appendices are attached to this Data Processing Agreement. The Appendices form an integral part of this Data Processing Agreement.

Appendix A of the Data Processing Agreement contains details about the processing, as well as the purpose and nature of the processing, type of personal data, categories of data subject, and duration of the processing.

Appendix B of the Data Processing Agreement contains the Data Controller's terms and conditions that apply to CostBits use of Sub-Processors and a list of Sub-Processors approved by the Data Controller.

Appendix C of the Data Processing Agreement contains instructions on the processing that CostBits is to perform on behalf of the Data Controller (the subject of the processing), the minimum security measures that are to be implemented and how inspection with CostBits and any Sub-Processors is to be performed.

The Data Processing Agreement and its associated Appendices shall be retained electronically by both Parties.

This Data Processing Agreement shall not exempt CostBits from obligations to which CostBits is subject pursuant to the General Data Protection Regulation or other legislation.

2. The rights and obligations of the Data Controller

The Data Controller shall be responsible to the outside world (including the data subject) for ensuring that the processing of personal data takes place within the framework of the Danish Data Protection Act.

The Data Controller shall, therefore, have both the right and obligation to make decisions about the purposes and means of the processing of personal data.

The Data Controller shall be responsible for ensuring that the processing that CostBits is instructed to perform is authorized in law.

3. CostBits acts according to instructions



CostBits is permitted to process personal data on documented instructions from the Data Controller and as required to promote or execute the services related to or procured in the master agreement or that are required under the relevant US, Canadian, EU or Member State law to which CostBits is subject.

CostBits shall immediately inform the Data Controller if instructions, in the opinion of CostBits, contravene the General Data Protection Regulation or data protection provisions contained in US, Canada, EU or Member State law.

4. Confidentiality

CostBits shall ensure that only those persons who are currently authorized to do so are able to access the personal data being processed on behalf of the Data Controller. Access to the data shall therefore, without delay, be denied if such authorization is removed or expires.

Only persons who require access to the personal data in order to fulfil the obligations of CostBits to the Data Controller shall be provided with authorization.

CostBits shall ensure that persons authorized to process personal data on behalf of the Data Controller have undertaken to observe confidentiality or are subject to a suitable statutory obligation of confidentiality.

5. Security of processing

CostBits shall take the relevant measures required, taking into consideration the current level, implementation costs, nature, scope, context and purposes of processing and the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Controller and Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

The above obligation means that CostBits shall perform a risk assessment and thereafter implement measures to counter the identified risk. Depending on their relevance, the measures may include the following:

- a. pseudonymization and encryption of personal data
- b. The ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services.
- c. The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
- d. A process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.



CostBits shall, in ensuring the above – in all cases – at a minimum implement the level of security and the measures specified in Appendix C to this Data Processing Agreement.

6. Use of Sub-Processors

CostBits may engage another processor (Sub-Processor) for the fulfilment of this Data Processing Agreement without the prior specific or general written consent of the Data Controller.

CostBits shall, in his agreement with the Sub-Processor include the Data Controller as a third party in the event of the bankruptcy of CostBits to enable the Data Controller to assume CostBits rights and invoke these as regards the Sub-Processor, e.g. so that the Data Controller is able to instruct the Sub-Processor to perform the erasure or return of data.

If the Sub-Processor does not fulfil his data protection obligations, the Sub-Processor and not CostBits shall remain fully liable as regards the fulfilment of the obligations of the Sub-Processor.

7. Transfer of data to third countries or international organizations

CostBits shall solely be permitted as regards transfer (assignment, disclosure and internal use) of personal data to third countries or international organisations, if processing is required under US, Canadian, EU or Member State law to which CostBits is subject; in such a case, CostBits shall inform the Data Controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.

Without the instructions or approval of the Data Controller, CostBits, therefore, cannot – within the framework of this Data Processing Agreement:

- a. disclose personal data to a data controller in a third country or in an international organization
- b. assign the processing of personal data to a Sub-processor in a third country
- c. have the data processed in another of CostBits divisions which is located in a third country

8. Assistance to the Data Controller

CostBits, taking into account the nature of the processing, shall, as far as possible, assist the Data Controller with appropriate technical and organisational measures, in the fulfilment of the Data Controller's obligations to respond to requests for the exercise of the data subjects' rights.

This entails that CostBits should, as far as possible, assist the Data Controller in the Data Controller's compliance with:



- a. notification obligation when collecting personal data from the data subject
- b. notification obligation if personal data has not been obtained from the data subject
- c. right of access by the data subject
- d. the right to rectification
- e. the right to erasure ('the right to be forgotten')
- f. the right to restrict processing
- g. notification obligation regarding rectification or erasure of personal data or restriction of processing
- h. the right to data portability
- i. the right to object
- j. the right to object to the result of automated individual decision-making, including profiling

CostBits shall assist the Data Controller in ensuring compliance with the Data Controller's obligations, taking into account the nature of the processing and the data made available to CostBits.

This entails that CostBits should, taking into account the nature of the processing, as far as possible assist the Data Controller in the Data Controller's compliance with:

- a. the obligation to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk associated with the processing
- b. the obligation to report personal data breaches to the supervisory authority without undue delay and, where feasible, not later than 72 hours of the Data Controller discovering such breach, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons
- c. the obligation – without undue delay - to communicate the personal data breach to the data subject when such breach is likely to result in a high risk to the rights and freedoms of natural persons
- d. the obligation to carry out a data protection impact assessment if a type of processing is likely to result in a high risk to the rights and freedoms of natural persons
- e. the obligation to consult with the supervisory authority (Danish Data Protection Agency) prior to processing if a data protection impact assessment shows that the processing will lead to high risk in the lack of measures taken by the Data Controller to limit the risk



9. Notification of personal data breach

On discovery of personal data breach at CostBits facilities or a Sub-processor's facilities, CostBits shall without undue delay notify the Data Controller.

CostBits shall – taking into account the nature of the processing and the data available – assist the Data Controller in the reporting of the breach to the supervisory authority.

This may mean that CostBits is required to assist in obtaining the information listed below which shall be stated in the Data Controller's report to the supervisory authority:

- a. The nature of the personal data breach, including, if possible, the categories and the approximate number of affected data subjects and the categories and the approximate number of affected personal data records
- b. Probable consequences of a personal data breach
- c. Measures which have been taken or are proposed to manage the personal data breach, including, if applicable, measures to limit its possible damage

10. Erasure and return of data

On termination of the processing services, CostBits shall be under obligation, at the Data Controller's discretion, to erase or return all the personal data to the Data Controller and to erase existing copies unless US, Canadian, EU law or Member State law requires storage of the personal data.

Upon termination, CostBits retains the right to retain anonymized, non-personal data indefinitely for any purpose relating to the communication, development or execution of the systems and services delivered by CostBits.

11. Inspection and audit

CostBits shall make available to the Data Controller all information necessary to demonstrate compliance to this agreement and allow for and contribute to audits, including inspections performed by the Data Controller or another auditor mandated by the Data Controller. Any cost associated with these efforts are to be carried by the Data Controller on behalf of all the involved parties.

The procedures applicable to the Data Controller's inspection of CostBits are specified in Appendix C to this Data Processing Agreement.

The Data Controller's inspection of Sub-processors, if applicable, shall be performed through CostBits.

CostBits shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the Data Controller's and CostBits facilities, or representatives acting on behalf of such supervisory authorities, with access to CostBits physical facilities on presentation of appropriate identification.



12. The Parties' agreement on other terms

Regulation of other terms between the Parties shall be specified in the Parties' 'Master Agreement'

13. Commencement and termination

This Data Processing Agreement shall become effective on the date of both Parties' signature to the Agreement.

Both Parties shall be entitled to require this Data Processing Agreement renegotiated if changes to the law or inexpediency of the provisions contained herein should give rise to such renegotiation.

This Data Processing Agreement may be terminated according to the terms and conditions of termination, incl. notice of termination, specified in the 'Master Agreement'.

This Data Processing Agreement shall apply as long as the processing is performed. Irrespective of the termination of the 'Master Agreement' and/or this Data Processing Agreement, the Data Processing Agreement shall remain in force until the termination of the processing and the erasure of the data by CostBits and any Sub-processors.

A. Information about the processing

The purpose of CostBits processing of personal data on behalf of the Data Controller is:

To enable the users to identify and segment specific people and locations for analysis and provision of procurement services.

CostBits processing of personal data on behalf of the Data Controller shall mainly pertain to (the nature of the processing):

Analysis and storage of personal employee data in relation to the analysis and provision of procurement behavior

The processing includes the following types of personal data about data subjects:

Name, e-mail address, telephone number, address, payment details, title, seniority etc.

Processing includes the following categories of data subject:

Persons who work for a company that has purchased an access to the system and services from the Data Controller.



CostBits processing of personal data on behalf of the Data Controller may be performed when this Data Processing Agreement commences. Processing has the following duration:

Processing shall not be time-limited and shall be performed until this Data Processing Agreement is terminated or cancelled by one of the Parties.

B. Terms of CostBits use of Sub-processors

1. Terms of CostBits use of Sub-processors

CostBits has the Data Controller's general consent for the engagement of Sub-processors.

C. Instruction pertaining to the use of personal data

1. Security of processing

The level of security shall reflect:

That the processing may involve a large volume of personal data.

CostBits shall hereafter be entitled and under obligation to make decisions about the technical and organisational security measures that are to be applied to create the necessary level of data security.

2. Storage period/erasure procedures

Personal data are stored with CostBits until the Data Controller requests that the data are erased or returned.

3. Processing location

Processing of the personal data under this Data Processing Agreement is to be performed in the locations as per relevant regulation from Canada, US, EU and other member states.

4. Instruction for or approval of the transfer of personal data to third countries

In the event of a significant company event e.g. merger, sale, acquisition etc. partially or in full, the Data Controller is entitled within the framework of this Data Processing Agreement to perform such transfer.

5. Procedures for the Data Controller's inspection of the processing being performed by CostBits

CostBits shall once in the period of the contract at the Data Controller's expense obtain an inspection report from an independent third party with regards to CostBits compliance with this Data Processing Agreement and its associated Appendices.



The inspection report shall, without delay, be submitted to the Data Controller for informational purposes.

6. Procedures for the inspection of the processing being performed by Sub-processors

CostBits shall once in the period of the contract at the Data Controller's expense obtain an inspection report from an independent third party with regards to the Sub-Processor's compliance with this Data Processing Agreement and its associated Appendices.

The inspection report shall, without delay, be submitted to the Data Controller for informational purposes.