

DATA PROCESSING AGREEMENT

1. BACKGROUND

- 1.1 On the date of signature of this Data Processing Agreement, the Data Controller and Data Processor have entered into an agreement concerning licensing of one or some of Scanmarket's eSourcing modules and services (the "**Agreement**").
- 1.2 As part of Data Processor's provision of Services (as defined below) to Data Controller under the Agreement, Data Processor will be processing personal data on behalf of Data Controller.
- 1.3 Applicable Data Protection Legislation (as defined below) requires that a written contract be entered into between a data controller and data processor, who processes personal data on behalf of the data controller, governing the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the data controller. Accordingly, the Parties have entered into this Data Processing Agreement (as defined below).

2. DEFINITIONS

- 2.1 Terms defined in the Agreement shall have the same meaning when used in this Data Processing Agreement, unless otherwise expressly stated herein.
- 2.2 In this Data Processing Agreement, unless the context otherwise requires:
1. "**Agreement**" has the meaning ascribed to it in clause 1.1.
 2. "**Danish Act on Processing of Personal Data**" means the Danish act on processing of personal data (in Danish: "lov nr. 429 af 31. maj 2000 om behandling af personoplysninger") as amended, supplemented and/or varied from time to time, including laws and regulations that may repeal the Danish Act on Processing of Personal Data and replace it with other laws and regulations.
 3. "**Data Processing Agreement**" means this agreement on processing of personal data, including schedules.
 4. "**Data Protection Legislation**" means the laws and rules in force from time to time, which apply to the processing and protection of personal data throughout the European Economic Area (EEA) and the guidelines etc. issued by the Danish Data Protection Agency or other competent supervisory authorities in the EEA.
 5. "**General Data Protection Regulation**" means "*Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)*" as amended, supplemented and/or modified from time to time.
 6. "**Services**" means the services and supplies provided by Data Processor as provider to Data Controller as customer under the Agreement.
 7. "**User**" means the person(s) granted a user license to the Scanmarket system paid for by the Data Controller.
 8. "**Contact**" means the person setup by Data Controller or on behalf of Data Controller in the Contact Archive.
 9. "**Event**" means an eRFx, eAuction, Contract or Project on the Scanmarket Platform.
 10. "**Customer**" means the company(s) granted a license to the Scanmarket system paid for by the Data Controller.
- 2.3 The terms "personal data", "special categories of personal data", "process/processing", "controller", "processor", "data subject", "supervisory authority", "pseudonymisation", "technical and organisational measures" and "personal data breach" as used in this Data Processing Agreement shall be understood in accordance with the Data Protection Legislation, including the General Data Protection Regulation.

3. PROCESSING OF PERSONAL DATA

- 3.1 Data Processor shall process personal data on behalf of Data Controller in accordance with the Data Protection Legislation.
- 3.2 The personal data to be processed by Data Processor and the categories of data subjects are set out in Schedule 1 to this Data Processing Agreement.
- 3.3 Data Processor may only process the personal data on documented instructions from Data Controller, unless required to do so by the European Union or member state law to which Data Processor is subject. In that case, Data Processor must notify Data Controller of such legal requirement before the processing, unless the relevant law prohibits such notification on important grounds of public interest.
- 3.4 Data Processor must ensure that the persons involved in the processing of personal data under the Data Processing Agreement have either committed themselves to confidentiality or are subject to a proper statutory duty of confidentiality.
- 3.5 Data Processor shall take the steps necessary to ensure that any person acting under the authority of Data Processor, and who has access to the personal data, does not process such personal data except on documented instructions from Data Controller.
- 3.6 Data Processor shall, upon request from Data Controller, provide access to all necessary information in order for Data Controller to ensure compliance with the obligations laid down in the Data Protection Legislation. Data Processor shall also allow for, and contribute to, audits, including inspections, conducted by Data Controller or another auditor mandated by Data Controller.
- 3.7 Data Processor must immediately notify Data Controller if, in Data Processor's opinion, an instruction from Data Controller is contrary to the Data Protection Legislation.

4. SECURITY MEASURES

- 4.1 Taking into account the state of art, the costs of implementation and the nature, scope, context and purposes of the processing as well as risk of varying likelihood and severity of the rights and freedoms of natural persons, Data Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
- 4.2 In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 4.3 Data Processor shall also comply with any security requirements incumbent on Data Processor pursuant to the Data Protection Legislation, including applicable security requirements in the country in which Data Processor is established.
- 4.4 Without limiting Data Processor's obligations and liability pursuant to clause 4.1 above, the Parties may during the term of this Data Processing Agreement agree on changes to the implemented security measures.
- 4.5 Data Processor shall assist Data Controller by appropriate technical and organisational measures with the fulfilment of Data Controller's obligation to respond to requests for exercising the data subject's rights laid down in the Data Protection Legislation.
- 4.6 Data Processor shall notify Data Controller without undue delay after becoming aware of a personal data breach. Furthermore, Data Processor shall assist Data Controller in ensuring compliance with Data Controller's obligations (i) to document any personal data breach, (ii) to notify the applicable supervisory authority of any personal data breach, and (iii) to communicate such personal data breaches to the applicable data subjects in accordance with Articles 33 and 34 of General Data Protection Regulation.

5. SUB-PROCESSING

- 5.1 By signing this Data Processing Agreement, Data Controller agrees that Data Processor may engage sub-contractors to assist in the provision of the Services. The list of sub-contractors currently engaged in processing personal data (hereinafter referred to as sub-processors) and the countries and facilities in which the personal data is processed is enclosed as Schedule 2. Any additions and/or changes to the list will be notified to Data Controller via email to the appointed Scanmarket Superuser or the person responsible for the Scanmarket contract or if other persons are required to be notified this will happen to their email addresses:
- 5.2 Notification shall be given no less than thirty (30) calendar days before the contemplated sub-processing is put into effect. If Data Controller wish to object to the sub-processing, Data Controller shall state so in writing within ten (10) calendar days of receiving the above mentioned notification. Absence of any objections from Data Controller shall be deemed a consent to the sub-processing.
- 5.3 Data Processor shall ensure that the sub-processing is lawful and that any and all sub-processors undertake and are subject to the same terms and obligations as Data Processor as set out herein.
- 5.4 Data Processor warrants the legality of its sub-processors' processing of personal data. Data Processor shall remain responsible for all acts and omissions of its sub-processors, and the acts and omissions of those employed or engaged by the sub-processors, as if such acts and omissions were performed by Data Processor itself.

6. TRANSFERS OF PERSONAL DATA TO A THIRD COUNTRY

- 6.1 By signing this Data Processing Agreement, Data Controller accepts that Data Processor may transfer personal data to a third country, i.e. a country outside the EEA. Data Processor will be required to ensure that such transfer is at all times lawful, including i.e. that there is an adequate level of protection of the transferred personal data. This can be done for example by adopting the EU Commission's standard contractual clauses for the transfer of personal data to data processors established in countries outside the EEA. These contractual clauses should be agreed between, on the one hand, Data Controller and, on the other hand, Data Processor and any and all Sub-processors.

7. DATA PROCESSOR'S GENERAL OBLIGATIONS

- 7.1 Data Processor shall apply and comply with the Data Protection Legislation and shall not perform its obligations under the Agreement and the Data Processing Agreement in such a way as to cause Data Controller to breach any of its obligations under applicable Data Protection Legislation.
- 7.2 Further, Data Processor warrants that it will assist Data Controller in ensuring compliance with any of Data Controller's obligations pursuant to the Data Protection Legislation, including Article 35 (Data protection impact assessment) and Article 36 (Prior consultation) of the General Data Protection Regulation.

8. LIABILITY

- 8.1 Data Processor shall be liable for the damage caused by processing where Data Processor has not complied with obligations of the Data Protection Legislation that are specifically directed to processors or where Data Processor has acted outside or contrary to lawful instructions of Data Controller.
- 8.2 Clause 8.1 above shall be subject to the limitations on liability concerning non-mandatory personal data collected by Data Controller as set out in Schedule 1 in the Agreement.
- 8.3 Scanmarket's liability to pay damages cannot exceed an amount in excess of the licence fee that the Data Controller has paid to Scanmarket during a period of 12 months preceding the time at which the basis for liability arises.

9. TERMINATION

- 9.1 This Data Processing Agreement shall automatically terminate upon any termination or expiration of the Agreement or upon Data Controller's request.
- 9.2 The Parties agree that at the termination or expiry of the Agreement, Data Processor shall, at the choice of Data Controller, (i) return all data processed under the Agreement and any copies thereof to Data Controller, or (ii) delete all data processed under the Agreement including for avoidance of doubt delete such data from any computer, server, and/or any other storage device or media, unless European Union and/or relevant member state law requires storage of such personal data.

10. **JURISDICTION AND CHOICE OF LAW**
This Data Processing Agreement shall be governed by Danish law. Any disputes arising out of or in connection with the provisions of this Data Processing Agreement shall be resolved in the manner set out in the Agreement.

11. **SIGNATURES / ACCEPTANCE**
This Data Processing Agreement is accepted by the Customer and Scanmarket A/S once the Customer has accepted and paid the first Scanmarket invoice.

SCHEDULE 1 – CATEGORIES OF DATA SUBJECTS, TYPES OF PERSONAL DATA AND PROCESSING ACTIVITIES

1. TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

The Data Processor will process the following types of personal data relating to the following categories of data subjects:

Users

Data used to create a User Profile (for the internal Users within the Data Controllers organization) in the Scanmarket system is divided into mandatory and non-mandatory data. Mandatory data is necessary for the use of Scanmarkets system, and consists of the following data with (*) indicating personal data under the definition of this agreement:

Data processed relating to Users:

Company Name / Department
*Person (Name)
*Email address
Country
Time Zone
Language
Username

Non-mandatory fields are:

Title
Direct telephone no.
Mobile no.
Fax no.
Last Login and Login history including IP address
Browser info and Browser version
Notes

Contacts

Data Controller and Data Controllers Users can build a Contact Archive/Database consisting of Companies, Departments and Company Contacts (e.g. suppliers) which is used within Scanmarket's different modules.

In the contact archive, contact companies are created. To each company one or more contact persons are added. A contact profile may contain the following personal data (Items listed with a * is mandatory and will be present on all profiles):

Data processed relating to Contacts:

*Contact name
Title
Direct telephone no.
Mobile no.
*Email
Last Login (Date only)
Username
Country
Time zone
Language

Depending on the level of Supply Base Management (SBM) access assigned to the Data Controller and the User, the sections, Email Communication, Notes and Reminders may also be shown.

Data Controller may choose to have a questionnaire implemented in their SBM solution where contacts can respond with relevant business data when signing up. These questionnaires are set up by Data Controller and may contain personal data if they request it from the contacts.

The Data Processor may process sensitive information to the extent the Data Controller processes such by using the Services.

2. PROCESSING ACTIVITIES

The personal data will for instance be subject to the following processing activities:

Invitation to events
Access to events
Access to the Scanmarket Platform
Email and other communication with regards to events
Help with regards to event and general use of the Scanmarket system

[SCHEDULE 2 – LIST OF SUB-PROCESSORS AND LOCATION(S) FOR PROCESSING OF PERSONAL DATA

1. SUB-PROCESSOR(S)

Data Processor is entitled to use the following Sub-processors:

Hosting Center: Itadel, Copenhagen, Denmark
Spend Analysis: Rossllyn Analytics, London, UK

2. LOCATION(S) FOR PROCESSING OF PERSONAL DATA

The processing activities will take place on the following locations:

Denmark