M-Files®

PERSONAL DATA PROCESSING ADDENDUM FOR M-FILES SERVICES

1. BACKGROUND, SCOPE AND PURPOSE

1.1. M-Files and the Customer have agreed on the performance by M-Files of certain services for the Customer (identified either as "Services" or otherwise in the applicable service or license agreement(s), and hereinafter defined as "Services"), with the scope agreed in the applicable service or license agreement(s) (the "Agreement"). The Agreement set out the nature of the cooperation between the Parties as well as the responsibilities of M-Files and the Customer for the services to be provided by M-Files for the Customer.

1.2. The agreed services will include processing of personal data by M-Files, on behalf of the Customer, within the scope described in the Agreement. The purpose of this Data Processing Addendum ("DPA") is to set the terms and conditions governing such processing by M-Files on behalf of the Customer in compliance with the requirements set by the GDPR and other applicable data protection legislation.

1.3. Customer enters into this DPA on its own behalf and on behalf of those of the Customer's group companies that function as a controller with respect to personal data being processed by M-Files under this DPA and the Agreement between M-Files and the Customer. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Customer's group companies.

1.4. In the event of any discrepancy between this document and any of the appendices, the terms of this document shall prevail. In the event of inconsistencies between this DPA and the Agreement, this DPA shall prevail.

1.5. In the course of providing the Services to Customer pursuant to the Agreement, M-Files may process personal data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any personal data, each acting reasonably and in good faith.

2. TERM AND TERMINATION OF THIS DPA

2.1. This DPA shall become effective on 25 May 2018, and shall remain in force during the validity of the Agreement and thereafter for as long as necessary for the finalization of the agreed processing of personal data.

3. DEFINITIONS

3.1. The terms "personal data", "data subject", "personal data breach", "processing", "controller", "processor" and "supervisory authority" as used in this DPA have the meanings given in the GDPR (in addition, the term controller shall mean M-Files' customers), and the terms "data importer" and "data exporter" have the meanings given in the standard contractual clauses approved by the European Union concerning the transfer of personal data to outside the EU/EE.

3.2. In this DPA, unless stated otherwise:

- GDPR means EU General Data Protection Regulation (679/2016) concerning the processing of personal data.

- Sub-processors means third parties authorized under this DPA to have logical access to and process personal data in order to provide parts of the Services. The term Sub-processor is equated with the term processor under applicable data protection legislation and shall be interpreted herein accordingly.

- Security, Privacy and Architecture Documentation means the security, privacy and architecture documentation applicable to the specific Services purchased by Customer, as updated from time to time, and provided to Customer as part of the Agreement documentation, available from M-Files as requested or otherwise made reasonably available by M-Files.

- Parties means the Supplier and M-Files collectively and Party means the Supplier or M-Files individually.

4. PROCESSING OF PERSONAL DATA

4.1. The parties agree that with regard to the processing of personal data, Customer is the controller, M-Files is the processor and that M-Files will engage Sub-processors pursuant to the requirements set forth in the Section 7 "Sub-processors".

4.2. Customer shall, in its use of the Services, process personal data in accordance with the requirements of data protection laws and Customer will ensure that its instructions for the processing of personal data shall comply with data protection laws. Customer shall have sole responsibility for the accuracy, quality, and legality of personal data and the means by which Customer acquired personal data.

4.3. M-Files shall only process personal data on behalf of and in accordance with Customer's instructions and shall treat personal data as confidential information. Customer instructs M-Files to process personal data for the following purposes: (i) Processing in accordance with the Agreement and applicable orders; and (ii) Processing to comply with other reasonable instructions provided by Customer (e.g., via a support ticket) where such instructions are consistent with the terms of the Agreement. When filing a support ticket or other service request Customer may not transmit personal data to M-Files without a prior notification. If personal data is necessary for the incident management process or processing other service request, Customer may choose to anonymize that personal data before any transmission of the incident message to M-Files.

4.4. The subject-matter and details of the processing of personal data by M-Files are described in Agreement.

5. RIGHTS OF DATA SUBJECTS

5.1. Customer has at any given moment electronic access to the Services environment that holds personal data enabling Customer to respond to data subject's requests to exercise their rights under applicable data protection law, including requests to access, erase, restrict, rectify, transfer, or object to processing of specific personal data or sets of personal data.

5.2. To the extent Customer, in its use of the Services, does not have the ability e.g. to correct, amend or delete personal data or restrict its processing, as required by data protection laws, M-Files shall comply with any commercially reasonable request by Customer to facilitate such actions to the extent M-Files is legally permitted to do so.

5.3. M-Files shall, to the extent legally permitted, promptly notify Customer if it receives a request from a data subject for access to, correction, amendment or deletion of that person's personal data. M-Files shall not respond to any such data subject request without Customer's prior written consent except to confirm that the request relates to Customer. M-Files shall provide Customer with commercially reasonable cooperation and assistance in relation to handling of a data subject's request for access to that person's personal data, to the extent legally permitted and to the extent Customer does not have access to such personal data through its use of the Services. Any assistance by processor outside the scope of the services agreed under the Agreement shall be charged by processor at the then current rate applied by processor.

6. M-FILES PERSONNEL

6.1. M-Files shall ensure that its personnel engaged in the processing of personal data are informed of the confidential nature of the personal data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. M-Files shall ensure that such confidentiality obligations survive the termination of the personnel engagement with M-Files.

6.2. M-Files shall ensure that M-Files' access to personal data is limited to those personnel performing Services in accordance with the Agreement.

6.3. **Data privacy contact**. The appointed M-Files data privacy contact can be reached at privacy@m-files.com.

7. SUB-PROCESSORS

7.1. **Permitted use**

7.1.1. Customer authorizes M-Files to subcontract the processing of personal data to Sub-processors. M-Files is responsible for any breaches of the Agreement caused by its Sub-processors.

7.1.2. M-Files shall ensure that Sub-processors are bound by a written agreement that require them to provide at least the level of data protection required by M-Files under the DPA.

7.1.3. M-Files will evaluate the security, privacy and confidentiality practices of a Sub-processor prior to selection. Sub-processors may have security certifications that evidence their use of appropriate security measures. If not, M-Files will regularly evaluate each Sub-processor's security practices as they relate to data handling.

7.1.4. A list of Sub-processors is available at M-Files qualified suppliers web page or other location as designated by M-Files from time to time.

7.2. **New Sub-processors.** M-Files' use of Sub-processors is at its discretion, provided that:

7.2.1. Information about Sub-processors, including their name, country and processing activities, is available at: M-Files qualified suppliers web page or other location as designated by M-Files from time to time (as may be updated by M-Files from time to time in accordance with this DPA).

7.2.2. M-Files will notify Customer of any changes to the list of Sub-processors.

7.2.3. If Customer has a legitimate reason that relates to the Sub-processors' processing of personal data, Customer may object to M-Files' use of a Sub-processor. If Customer objects to the use of the Sub-processor, the parties will come together in good faith to discuss a resolution. M-Files may choose to: (i) not use the Sub-processor or (ii) take the corrective steps requested by Customer in its objection and use the Sub-processor. If none of these options are reasonably possible and Customer continues to object for a legitimate reason, either party may terminate the Agreement on thirty days' written notice.

8. PROCESSING TAKING PLACE OUTSIDE EU/EEA

8.1. M-Files and its Sub-processors may transfer or process personal data outside the EU/EEA area.

8.2. In case such transfers or processing take place, M-Files ensures that the standard contractual clauses approved by the European Union concerning the transfer of personal data to outside the EU/EEA, or a similar legal safeguard approved by the GDPR, will apply to such transfer or processing.

8.3. Customer grants a power of attorney to M-Files to represent Customer in signing the EU Commission standard contractual clauses on Customer's behalf and in Customer's name. Furthermore, Customer accept that M-Files may also represent the Sub-processor in question in relation to the standard contractual clauses.

9. SECURITY

9.1. **Controls for the Protection of Personal Data.** M-Files shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, personal data), confidentiality and integrity of per-

sonal data, as set forth in the Security, Privacy and Architecture Documentation. M-Files regularly monitors compliance with these measures. M-Files will not materially decrease the overall security of the Services during a subscription term.

9.2. **Third-Party Certifications and Audits.** The Customer or an auditor authorized by the Customer (however, not a competitor of the M-Files) is entitled to audit the activities pursuant to the DPA. The Parties shall agree on the time of the auditing and other details ahead of time and at latest 30 days before the inspection. The auditing shall be carried out in a way that does not impede the obligations of the M-Files or its subcontractors in regard to third parties. The representatives of the Customer and the auditor must sign conventional non-disclosure commitments. The Customer shall be responsible for its own and the M-Files' expenses caused by the auditing. If notable defects are perceived during auditing, M-Files shall be liable for the costs incurred from the auditing.

10. PERSONAL DATA BREACH

10.1. M-Files shall notify Customer without undue delay after becoming aware of a personal data breach relating to personal data. Such notification shall at least:

10.1.1. Describe the nature of the personal data breach including, where possible, the categories and approximate number of Customer data subjects concerned, and the categories and approximate number of personal data records concerned;

10.1.2. Provide the name and contact details where more information can be obtained; and

10.1.3. Describe the measures taken or proposed to be taken to address the personal data breach including, where appropriate, measures to mitigate its possible adverse effects.

11. DELETION OR RETURNING OF CUSTOMER DATA

11.1. After the expiry of the Agreement, M-Files shall, as defined in the Agreement, provide Customer with a copy of the Hosted Data and automatically delete all customer data and installations, unless applicable legislation requires the retention of the personal data.

12. DAMAGES

12.1. If any tangible or intangible damage is caused to a person due to a breach against the EU General Data Protection Regulation or the DPA, the processor shall be liable for the damage only in so far that it has not explicitly abided by the obligations directed to personal data processors in the EU General Data Protection Regulation or this DPA.

12.2. Both parties are obligated to pay only the part of the damages or administrative fine that corresponds to the liability for damage confirmed in the final decision of a data protection authority or a court of law. In all cases the liability of the parties shall be determined pursuant to the Agreement.

12.3. The Parties' liability for damages under the DPA shall be limited in scope and to double of the maximum amounts set out in the respective Agreement, except when limitations of liability are expressly prohibited under the applicable legislation or are otherwise legally invalid or unenforceable. To clarify, indirect damages are excluded.

13. APPLICABLE LAW AND DISPUTE RESOLUTION

13.1. The DPA is interpreted, construed and governed in accordance with the applicable law set out in the relevant Agreement.

13.2. Any disputes concerning the interpretation or application of the DPA shall be settled in accordance with the provisions on dispute resolution included in the relevant Service Agreement.

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Appendix 1: Subject Matter and Details of the Data Processing

Categories of Data Subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Users authorized by Customer to use the Services

Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Customer details such as name, title, telephone, business address and mobile numbers and email address
- Corporate customer, partner and vendor details such as name, title, business address, telephone and mobile numbers and email address
- Employment and human resources details such as name, addresses, contact details, age, details relating to the employment of the data subject
- Financial and transactional details
- IT management details such as details of equipment data related to the services provided including technical identifiers, user name, location, contact details, communication data and metadata
- Security details such as security log information
- Connection data
- Localization data