

## DATA PROCESSING ANNEX

### 1 BACKGROUND AND PURPOSE

- 1.1 The terms of this Annex shall apply to the Agreement between Solibri Oy and/or its Subsidiary/Subsidiaries (Solibri Oy and the Subsidiaries are referred to as "**Solibri**") and the firm, company, corporation or other entity ("**Customer**") with whom Solibri has entered into an agreement regarding the provision of Solibri's software and/or services ("**Agreement**") if Personal Data is Processed by Solibri on the Customer's behalf based on the Agreement.
- 1.2 When Solibri Processes Personal Data as a Controller, Solibri's Customer, Prospect and Partner Register applies. Link to the Privacy Policy of Solibri's Customer, Prospect and Partner Register is [here](#).

### 2 DEFINITIONS

As used in this Annex the following terms have the following meanings:

"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.
"Laws"	means the EU General Data Protection Regulation 2016/679 (" <b>GDPR</b> ") and national personal data processing legislation in EU and EEA countries implemented based on the GDPR.
"Personal Data"	means any information relating to an identified or identifiable natural person (" <b>Data Subject</b> ") which information is Processed under the Agreement on behalf of the Customer. 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.
"Personal Data Breach"	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
"Process" or "Processing"	means any operation or set of operations which is performed on the 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.
"Processor"	means a natural or legal person, public authority, agency or other body, which Processes the Personal Data on behalf of the Controller.
"Separate Pricing"	is defined in Section 3.

- “Service” or “Services”** means the responsibilities of Solibri under the Agreement to provide Solibri’s software and/or services to the Customer.
- “Sub-Processor(s)”** is defined in Section 4.
- “Subsidiary/Subsidiaries”** means Solibri Oy’s subsidiaries: Solibri UK Ltd, Solibri DACH GmbH, Xinaps B.V. and Solibri Benelux B.V.

### 3 PROCESSING

- 3.1 The Personal Data Processing specification, the types of the Personal Data and the categories of the Data Subjects are defined in Appendix 1 of this Annex.
- 3.2 Solibri may not use the Personal Data for other purposes than to provide the Services to the Customer and based on documented instructions from the Customer, unless required to do so by European Union (“**EU**”) or EU Member State law to which Solibri is subject. In such a case, Solibri shall inform the Customer of that legal requirement before the Processing, unless that law prohibits such information on important grounds of public interest. Such documented instructions are hereby given by the Customer to Solibri and are limited to: the Customer gives Solibri instructions to Process the Personal Data in order for Solibri to provide the Services to the Customer in accordance with the Service specification of Solibri as amended by Solibri from time to time. If the Customer desires to amend the documented instructions or give new documented instructions to Solibri, the compliance with the amended and new instructions may be priced by Solibri in accordance with the Separate Pricing. The purpose of providing the Services includes also that Solibri can provide to the Customer’s users information on the Services, such on the functionalities and updates of the Services and hints on using the Services, without the Customer’s or user’s specific consent.
- 3.3 Solibri shall:
- (a) ensure that persons authorised to Process the Personal Data on its behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - (b) in accordance with the Separate Pricing and taking into account the nature of the Processing and the information available to Solibri, assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR;
  - (c) in accordance with the Separate Pricing and taking into account the nature of the Processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subjects’ rights laid down in Chapter III of the GDPR; and
  - (d) in accordance with the Separate Pricing, make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in the Article 28 of the GDPR and allow for and contribute to audits required in the Article 28 of the GDPR, including inspections, conducted by the Customer or another auditor mandated by the Customer and required in the Article 28 of the GDPR. The Parties shall agree in advance on the time and other details relating to the conduct of such audits. The information regarding Solibri’s operations learnt during the audits are Solibri’s trade secrets. The Customer is liable for the auditor’s compliance with the terms of the Agreement. The audit may not endanger Solibri’s or its other clients’ deliveries, quality, security or confidentiality.
- 3.4 If based on the Laws or any other applicable legislation, regulations or decisions of authorities or the Customer’s instructions, Solibri is at any time instructed or required

to assist the Customer in performing the Customer's obligations to respond to requests for exercising the Data Subjects' rights or is otherwise required to perform any other tasks or activities relating to the Personal Data or the Processing that are not Solibri's Service duties, the Customer shall pay to Solibri a separate price for such tasks and activities on a time and material basis in accordance with Solibri's consultation price list in force from time to time (such prices payable by the Customer to Solibri are referred to as "**Separate Pricing**"). These tasks or activities can be e.g. providing information to the Customer on the Personal Data possessed by Solibri, as requested by a Data Subject, or removing or transferring Personal Data or responding or reporting to data protection authorities or allowing audits or inspections.

#### **4 USE OF SUB-PROCESSORS**

- 4.1 The Customer gives Solibri a general authorisation to engage other processors ("**Sub-Processor(s)**") to Process the Personal Data. Also, Solibri Oy and the Subsidiaries may use each other as Sub-Processors.
- 4.2 The Customer approves the Processing by Solibri's Sub-Processor(s) listed [here](#). Solibri may update the list from time to time and will notify the Customer of intended changes concerning the engagement of new Sub-Processor(s). The Customer has fourteen (14) days after receiving such notification to object to the engagement of new Sub-Processor(s) in writing, including valid reasonable reasoning for the objection. If the Customer objects to the engagement of a new Sub-Processor as permitted herein and if Solibri does not change the Services to avoid the Processing of the Personal Data by that new Sub-Processor within sixty (60) days after receiving such objection, either Party may terminate the Agreement with respect to the Services to the extent provided by Solibri by using that Sub-Processor, by giving the other Party a written notice latest within thirty (30) days from Solibri's notice that the Processing by that new Sub-Processor will not be avoided. Such termination is the Customer's sole and exclusive remedy. If the Customer does not object to a Sub-Processor or does not terminate the Agreement as set out herein, the Customer is deemed to have approved the Processing by the new Sub-Processor. It is noted and agreed that the Sub-Processors can have shorter times to notify Solibri of the changes concerning the engagement of their sub-processors, and therefore the process in this sub-section might not apply to such changes. Further information [here](#).
- 4.3 Where Solibri engages a Sub-Processor for carrying out specific Processing activities on behalf of the Customer, Solibri shall do so by way of a contract which imposes on the Sub-Processor, in substance, materially the same data protection obligations as the ones imposed on Solibri in accordance with this Annex. Some of the contracts have been however entered into by using the Sub-Processors' data processing agreement templates, and the contents of some of these current data processing agreements can be seen in [here](#)(please see links to these agreements).
- 4.4 The Customer also understands and agrees that Solibri, Sub-Processors can also collect information on e.g. the Customer's users' use of Solibri's software and/or services, and Solibri and these third parties can e.g. target marketing to users based on this information. Further information [here](#) and in the Privacy Policy of Solibri's Customer, Prospect and Partner Register. Where user's consent is necessary for these purposes under applicable law, then Solibri, the Sub-Processor/other controller asks for the user's consent according to requirements under applicable law. When Solibri acts as a Personal Data controller, also the Privacy Policy of Solibri's Customer, Prospect and Partner Register applies. Link to the Privacy Policy of Solibri's Customer, Prospect and Partner Register is [here](#).

#### **5 CUSTOMER'S GENERAL OBLIGATIONS**

- 5.1 The Customer shall:

- (a) Process Personal Data according to legal and regulatory requirements and fulfil all obligations and duties of the Controller; and
- (b) ensure that the transfer of Personal Data to Solibri and its Sub-Processors complies with applicable laws and regulations and that Solibri and its Sub-Processors are entitled to Process the Personal Data under laws and regulations.

## **6 SECURITY**

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Customer and Solibri shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: (a) in accordance with the Separate Pricing and as reasonably instructed by the Customer, the pseudonymisation and encryption of the Personal Data, (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.

## **7 NOTIFICATION OF PERSONAL DATA BREACH**

- 7.1 Solibri shall notify the Customer without undue delay after becoming aware of a Personal Data Breach.
  - 7.2 Solibri shall provide the Customer with the following information:
    - (a) a description of the nature of the Personal Data Breach, including, where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;
    - (b) the name and contact details of the person that is responsible for Solibri's data protection matters;
    - (c) a description of the likely consequences of the Personal Data Breach; and
    - (d) a description of the measures taken or proposed to be taken by Solibri to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
  - 7.3 If and to the extent the aforementioned information cannot be provided at the same time, the information may be provided in phases.
  - 7.4 Solibri shall assist the Customer in ensuring compliance with the Customer's obligations pursuant to Laws to notify the Personal Data Breach to the supervisory authority and/or to the Data Subjects, taking into account the nature of the Processing and the information available to Solibri. If Solibri or its Sub-Processor has not caused the Personal Data Breach by its fault, the Customer shall pay to Solibri for such assistance in accordance with the Separate Pricing.
- ## **8 TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES**
- 8.1 Solibri and its Sub-Processors might transfer the Personal Data to countries outside the European Economic Area (EEA) ("**Third Country**") for the purposes set out in this Annex. Further information also [here](#).
  - 8.2 The legal basis for the transfer of the Personal Data to Third Countries is Solibri's or its subcontractors' and/or suppliers' Binding Corporate Rules, European Commission's Standard Contractual Clauses for the transfer of Personal Data to processors

established in third countries (“**Standard Contractual Clauses**”), European Commission’s adequacy decision, alternative data export mechanisms for the lawful transfer of Personal Data (as recognized under GDPR) or other legal basis. Further information also [here](#).

## **9 LIABILITY FOR DAMAGES**

- 9.1 Without limiting the validity of limitations of liability or disclaimer of warranties in the Agreement, Solibri shall have no liability for any indirect, incidental, consequential, special or exemplary damages, such as loss of profit, revenue or goodwill, business interruption, or punitive damages, cost of cover purchase or loss of data or for damages payable to third parties, even if Solibri has been advised of the possibility of such damages.
- 9.2 Without limiting the validity of limitations of liability or disclaimer of warranties in the Agreement, in no event shall Solibri’s aggregate maximum liability (including but not limited to price refunds and/or price discounts) arising out of or related to the Agreement and the Annex for any and all causes of action occurred during any calendar year exceed the amount of the net prices (without VAT or other taxes or duties) paid by the Customer to Solibri during the said calendar year.
- 9.3 Solibri shall not be liable for any failures or damages caused by (i) the non-performance or delay by the Customer or (ii) the inaccuracy, incorrectness or illegality of the Personal Data, materials, information, data or instructions provided by the Customer to Solibri or its Sub-Processor.

## **10 APPENDICES**

Appendix 1: Personal Data Processing Specification, types of Personal Data and categories of Data Subjects when Solibri Acts as a Processor

**APPENDIX 1 PERSONAL DATA PROCESSING SPECIFICATION, TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS WHEN SOLIBRI ACTS AS A PROCESSOR****SUBJECT-MATTER AND DURATION OF THE PROCESSING OF PERSONAL DATA**

The subject-matter of the Processing is the provision of the Services to the Customer under the terms of the Agreement.

The duration of the Processing is during the term of the Agreement.

**NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA**

The nature of the Processing is the performance of the Services in accordance with the Agreement.

The purpose of the Processing is to Process the Personal Data as necessary to perform the Services in accordance with the Agreement.

The nature and purpose of providing the Services includes also that Solibri can provide to Customer's users information on the Services, such on the functionalities and updates of the Services and hints on using the Services, without the Customer's or user's specific consent.

**CATEGORIES OF DATA SUBJECTS AND TYPES OF PERSONAL DATA**

The types of the Personal Data and categories of the Data Subjects of Personal Data can be the Customer's users':

- (a) name;
- (b) user name;
- (c) title;
- (d) position;
- (e) address;
- (f) employer or other organization;
- (g) department;
- (h) passwords;
- (i) language;
- (j) phone number;
- (k) possible Personal Data in email address;
- (l) possible Personal Data in IP address;
- (m) possible Personal Data in computer name;
- (n) possible Personal Data in MAC address;
- (o) possible Personal Data in host ID; and
- (p) possible Personal Data in disk ID.