M-Files

DATA PROCESSING ADDENDUM

Background. M-Files and the Licensee have agreed on the performance by M-Files of certain services for the Licensee (identified either as "Services" or otherwise in the applicable service or license agreement(s), and hereinafter defined as "*Services*"), with the scope agreed in any applicable order, SOW, services agreement, and license agreement(s) (each, the "*Agreement*" and, collectively, the "*Agreements*"). The Agreements set out certain duties and responsibilities of the Parties (as defined in the Agreements) including the responsibilities of M-Files and the Licensee relating to the services provided by M-Files.

Scope & Purpose. The Services may include processing of personal data by M-Files, on behalf of the Licensee, within the scope described in the Agreements and in accordance with Appendix 1. The purpose of this Data Processing Addendum ("*DPA*") is to set forth the terms and conditions governing such processing by M-Files in compliance with the requirements set by the GDPR and other applicable data Privacy and Security Laws (as defined below). Licensee enters into this DPA on its own behalf and on behalf of those of the Licensee's group companies that function as a controller with respect to personal data being processed by M-Files under this DPA and the Agreements. For the purposes of this DPA only, and except as otherwise specified, the term "*Licensee*" shall include Licensee and Licensee's group companies under the direct or indirect control of Licensee and subject to the Agreements. In the event of any conflicts in the terms and conditions of this DPA and any appendices hereto or any terms of the Agreements, the terms of this DPA shall prevail. In the course of providing the Services to Licensee pursuant to the Agreements, M-Files may process personal data on behalf of Licensee and the Parties agree to comply in all material respects with the terms and conditions herein and to act at all times relevant in a commercially reasonable manner and in good faith.

Term & Termination. This DPA shall become effective upon the effectiveness of any applicable Agreement and shall remain in force during the validity of the applicable Agreement and thereafter for as long as necessary for the finalization of the agreed processing of Licensee's personal data.

DEFINITIONS. The terms "*personal data", "personal information," "data subject", "personal data breach", "processing", "controller", "processor"* and *"supervisory authority"* as used in this DPA have the meanings given in the applicable Privacy and Security Laws. In addition, the term "*controller*" shall mean any applicable M-Files' Licensee, and the terms "*data importer*" and "*data exporter*" shall have the meanings given in the standard contractual clauses approved by the European Union concerning the transfer of personal data to outside the EU/EEA (the "*SCCs*"). For clarity, unless expressly stated otherwise in this DPA, the term "*personal data*" also includes personal information. In this DPA, unless stated otherwise herein:

"*CCPA*" means Cal. Civ. Code 1798.100, et seq. § 1798.100, as amended and revised from time to time as well as any related regulations promulgated by the California Attorney General and entered into effect.

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

"*UK GDPR*" means the GDPR as implemented in the United Kingdom under Data Protection Act of 2018.

"*Privacy and Security Laws*" means: (i) all applicable national, international, federal, state, provincial, and local laws, rules, regulations, directives, and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality, and/or security of personal data, including, but not limited to, the GDPR, UK GDPR and CCPA; and (ii) all applicable industry standards or rules required to followed by M-Files concerning the privacy, confidentiality, and/or security of personal data.

"*Sell*" or "*Selling*" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, personal data to another business or a third party for monetary or other valuable consideration.

"*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 Privacy and Security Laws 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 Licensee, as updated from time to time, and provided to Licensee as part of the documentation delivered under or in connection with the Agreements, or made available by M-Files or as requested by Licensee.

"*Parties*" means the Licensee and M-Files collectively and "*Party*" means the Licensee or M-Files individually.

Other terms that have been capitalized but not defined in this DPA shall have the same meaning as in the Agreement.

Processing of Personal Data. The Parties agree that with regard to the processing of personal data, Licensee is the controller, M-Files is the processor and that M-Files may engage Sub-processors pursuant to the requirements set forth in the Section entitled "*Sub-Processors*". To the extent any personal data processed pursuant to the Agreement is within the scope of the CCPA, Licensee is a "business" and M-Files is a "service provider" as those terms are defined in the CCPA. Licensee shall, in its use of the Services, process personal data in accordance in all material respects with the requirements of Privacy and Security Laws and Licensee will ensure that its instructions for the processing of personal data shall comply in all material respects with Privacy and Security Laws. Licensee shall have sole responsibility for the accuracy, quality, and legality of personal data and the means by which Licensee acquired personal data. M-Files shall only process personal data on behalf of and in accordance with Licensee's written instructions and shall treat any Licensee personal data as confidential information. Licensee instructs M-Files to process personal data for the following purposes: (i) processing in accordance with any material respects of the Agreement and applicable orders; and (ii) processing to comply in any material respects with other reasonable written instructions provided by Licensee (e.g., via a support ticket) as long as such instructions are consistent with the terms of the Agreement. When filing a support ticket or other service request, Licensee 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, Licensee may choose to anonymize that personal data before any transmission of the incident message to M-Files. In connection with the Agreement, M-Files will not: (i) Sell personal data unless permitted under the Agreement or duly authorized by under applicable laws; or (ii) retain, use, or disclose personal data for any purpose other than for the specific business purpose of performing the Services for Licensee, including retaining, using, or disclosing the personal data for a commercial purpose other than providing the Services for Licensee. The parties agree that any transfer or disclosure of personal data between M-Files and Licensee under the Agreement is not for monetary or other valuable consideration and does not constitute a sale of personal data under the Privacy and Security Laws. The subject-matter and details of the processing of personal data by M-Files are described in Agreement.

Processor Obligations. Licensee has at any given moment electronic access to the Services environment that holds personal data enabling Licensee 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. To the extent Licensee, in its use of the Services, does not have the ability to correct, amend or delete personal data or restrict its processing, as required by Privacy and Security Laws, M-Files shall comply with any commercially reasonable request by Licensee to facilitate such actions to the extent M-Files is legally permitted to do so. M-Files shall, to the extent legally permitted, promptly notify Licensee 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 provide Licensee with commercially reasonable cooperation and assistance in relation to handling of a data subject's request for access to that person's personal data, in accordance with the terms of the Agreement. Upon written request by Licensee, M-Files shall provide Licensee with reasonable cooperation and assistance to fulfill Licensee's obligations under the Privacy and Security Laws to carry out any applicable data protection impact assessment related to the Licensee's use of M-Files Services, to the extent relevant information is not otherwise accessible to the Licensee. In the event that coordination or prior consultation with any supervisory authority is required from Licensee, M-Files shall provide reasonable assistance to Licensee for such cooperation or prior consultation. Any assistance under this Section "Processor Obligations" shall be subject to the rates applicable in the Agreement or at M-Files' prevailing service rates.

M-Files Personnel & Contact. 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 or are subject to statutory obligations of confidentiality. M-Files shall ensure that such confidentiality obligations survive the termination of the personnel engagement with M-Files. M-Files shall ensure that M-Files' access to personal data is limited to only to such personnel needing to know such information to

perform or support the Services in accordance with the Agreement. The appointed M-Files data privacy contact can be reached at: privacy@m-files.com or through any contact included in the notice provision of the Agreement.

Sub-Processors.

Permitted use. Licensee authorizes M-Files to subcontract the processing of personal data to Sub-processors and in accordance with the Agreement. M-Files shall be liable for any material defaults or breaches caused by its Sub-processors in accordance with the terms of the Agreement. M-Files shall ensure that any Sub-processors are bound by a written agreement that require them to provide at least the same level of data protection required by M-Files as a processor under this DPA. M-Files shall evaluate the security, privacy and confidentiality practices of a Sub-processor prior to its selection. Sub-processors may have security certifications that evidence their use of appropriate security measures. If not, M-Files will periodically evaluate each Sub-processor's security practices relating to processing of personal data. A list of Sub-processors is available at the appropriate location on the M-Files web page or other location as designated by M-Files from time to time.

New Sub-processors. M-Files' use of Sub-processors is at its discretion, provided that information about Sub-processors, including their name, country and processing activities, is available at the appropriate location on the M-Files web page or other location as designated by M-Files from time to time. M-Files will notify Licensee of changes to the list of Sub-processors by providing Licensee with a mechanism to subscribe to notifications of changes to the list of Sub-processors.

Objection to New Sub-Processor. If Licensee has a reasonable and substantiable basis to object to any new Sub-processors' processing of Licensee's personal data, Licensee may notify M-Files in writing via email to the data privacy contract herein within 14 days of the listing of any new Sub-processors. For any such objections, M-Files may: (i) discontinue its use the Sub-processor or (ii) take the corrective steps requested to eliminate the basis for Licensee's objection to use the Sub-processor. If such objection cannot be resolved and Licensee continues to have a reasonable and substantiated basis to object, then either party may exercise any applicable default and termination rights set forth in the Agreement.

Processing Outside of EU/EEA. M-Files and its Sub-processors may transfer or process personal data outside the EU/EEA area as required to provide Services under the Agreement. In case such transfers or processing take place, M-Files ensures that the SCCs, or a similar legal safeguard approved by the GDPR, shall apply to such transfer or processing.

Cloud-based Services. In the event that under the Agreement a cloud-based service shall be delivered by a third-party provider (AWS, Microsoft, Google or other), the Parties acknowledge that any Licensee personal data processed within the cloud service shall be governed by the terms and conditions for the cloud service as stipulated and amended from time to time by the cloud service provider.

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

Third-Party Certifications and Audits. The Licensee or an auditor authorized by the Licensee (however, not a competitor of the M-Files) shall be entitled to audit the data privacy and security activities of M-Files pursuant to the DPA. The Parties shall agree on the time, scope and process of the audit at latest 30 days before the inspection. The audit shall be carried out in a way that does not impede the obligations of the M-Files or its subcontractors in regard to any third parties. Prior to any audit process, the representatives of the Licensee and the auditor agree to be subject to and sign, if needed, M-Files' form of non-disclosure agreement. If applicable, in the event that M-Files provides the Licensee with an audit report by a third-party auditor that reasonably meets in any material respects the purpose of Licensee's audit request based on the applicable circumstances, then the audit right hereunder shall be deemed satisfied. The Licensee shall be responsible for its own expenses. In the event that M-Files is required to incur more than a nominal amount of time to assist Licensee with such audit, then Licensee shall reimburse M-Files for its reasonably documented costs and expense, unless such audit uncovers any material breach of the terms and conditions of the Agreement. If material default or breach of the Agreement is uncovered during such auditing, then M-Files shall be responsible for the reasonable and documented out-of-pocket costs that Licensee incurred in reviewing M-Files' security activities and data privacy practices.

Personal Data Breach; Deletion & Retention; Liability & Other. M-Files shall notify Licensee without undue delay upon becoming aware of any material breach of Privacy and Security Laws relating to personal data (each an "*Incident*"). Subject to applicable laws, such notification shall: (i) describe the nature of the Incident including, where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned; (ii) provide the name and contact details where more information about the Incident can be obtained; and (iii) describe the measures taken or proposed to be taken to address the Incident including, where appropriate, measures to mitigate its possible adverse effects. After the expiry or termination of the Agreement, in accordance with the Agreement including applicable Privacy and Security Laws, M-Files shall provide Licensee with a copy of any Hosted Data and delete all Licensee Data and installations, including personal data, unless applicable law requires the retention of the personal data or permits such retention in accordance with M-Files' applicable business continuity and disaster recovery practices. Liability of each Party, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, shall be exclusively subject to the limitation of liability and other liability terms and conditions set out in the applicable Agreement. The DPA is interpreted, construed and governed in accordance with the applicable choice of law provision and any other general provisions set forth in the applicable Agreement, including resolving any disputes concerning the interpretation or application of the DPA in accordance with any applicable dispute resolution provisions included in such Agreement.

► *Only if required due to unique circumstances, changes may be submitted via the email consent of the Parties or as set forth below:*

Notwithstanding any terms or conditions in the above to the contrary, the Parties agree to additional provisions below, which provisions shall be incorporated herein by reference and shall apply in the event of any conflicts in interpretation with the above provisions of this DPA:

1.
2.
3.

DATA PROCESSING ADDENDUM

Appendix 1: Subject Matter and Details of the Data Processing

Purpose of the processing of personal data: implementation of the Agreement.

The duration of the processing of personal data: The Processing shall begin on the Effective Date of the Agreement and shall take place for an indefinite period until the termination of the Agreement.

Type of processing: The following types of data processing are performed: storage, adjustment, transmission, restriction, deletion or destruction of data.

Categories of Data Subjects:

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

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

Type of Personal Data:

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

- Licensee details such as name, title, telephone, business address and mobile numbers and email address
- Corporate Licensee, 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