

## PERSONAL DATA PROCESSING AGREEMENT

### 1. Introduction

This Personal Data Processing Agreement ("**the Annex**") is an inseparable part of the agreement General Terms and Conditions ("**Agreement**") between Suomen Hostingpalvelu Oy ("**Provider**") and the Customer ("**Customer**").

The purpose of this Annex is to agree on the privacy and data protection of the Personal Data of the Controller in the services of the Provider. This Annex constitutes a written agreement in accordance with the EU General Data Protection Regulation (679/2016) ("**Regulation**") concerning the processing of personal data. Those obligations and rights that are directly based on the EU General Data Protection Regulation shall enter into force only when the application of the EU General Data Protection begins on 25 May 2018.

By agreement, the Provider provides Services to the Customer. The service may be used to store and / or process data. The customer acts as a Controller when personal data are stored / or processed in the service. The Provider acts as a Processor of such Personal Data.

If the terms concerning the Processing of Personal Data of the Annex and the Agreement are in conflict, the parties shall primarily apply the terms of this Annex.

### 2. Definitions

This Annex refers to the EU Data Protection Regulation

"**Controller**" shall mean the Customer or the Customer's client, who shall define the purposes and methods of Personal Data Processing. In this Personal Data Processing Agreement, the Customer or Customer's Client is hereinafter referred to as as the Controller.

"**Processor**" means a Provider who handles Personal Data for the Controller on the basis of the Agreement. In this Personal Data Processing Agreement, the Provider is hereinafter referred to as as the Processor.

"**Processing**" or "**Processing Activities**" shall mean any operation or set of operation which is performed on Personal Data or sets of personal data using automated means or manually, such as data collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

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**“Personal Data”** shall mean any information relating to an identified or identifiable natural person, hereafter **“Data Subject”**; 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”** shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

**“Service”** means any service provided by the Provider, including, but not limited to, Hosting Services and / or Support Services to the Customer.

### **3. Privacy and Personal Data Processing**

#### **3.1. Obligations of the Provider and the Customer**

The Processor processes the Personal Data of the Controller on behalf of the Controller and on his / her mandate under the Agreement. The Parties undertake to comply with the applicable laws, regulations, regulations and guidelines of the Personal Data Processing Act in Finland and the European Union and, if necessary, amend the terms of this Annex in accordance with them. The Controller is entitled to process the Personal Data of the Controller and other data of the Controller only on the Contract and this Annex and only to the extent and as necessary for the provision of the Services.

The Controller shall be liable for having the necessary rights and justifications, and for having obtained the necessary consents for the Processing of Personal Data. The Controller shall be liable for drafting the privacy policy and informing the Data Subjects.

The Processor does not specify the type of personal data stored by the Controller in the Service. Nor is the Processor responsible for how this information is classified, how they are available, how they are exchanged with other parties or otherwise processed. The Processor processes Personal Data only on behalf of the Controller and only to the extent and in the manner specified in the Agreement and the Annex or by the Controller specifically instructed. The separate instructions of the Controller shall be documented in connection with the Order, the Service Description, the Support Request or any other written communication and the instructions must be handled by the Processor. If the Processor has reasonable grounds for suspecting that the instructions given by the Controller are in conflict with: (i) the applicable laws or regulations and / or (ii) the Agreement or this Annex, inform the Controller of this to the Controller without undue delay. The Processor has the right to postpone the implementation of such guidance until the Controller modifies his / her instructions or that execution has been separately agreed between the Processor and the Controller.

The Processor shall maintain the service description or other record of the Processing Activities of the service in cases where it is required to do so by the EU General Data Protection Regulation. The

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Processor is entitled to collect anonymous and statistic data of the use of the services pursuant to the Agreement, that does not specify the Customer nor data subjects and uses it for analyzing and developing its services.

The Controller is responsible for the implementation and maintenance of security measures and other technical and organizational safeguards. The actions should be proportionate to the nature and amount of personal data stored and / or processed by the Controller. The Controller is also responsible for the Employees of the Service and the persons for whom the Controller has granted access or access to the Services. The Controller is also liable if a third party accesses its Personal Data or Service even if the Controller did not grant this permission to the Processing of Data if the Controller has not performed the necessary security measures.

### **3.2. Deletion or Returning of Data**

Upon termination of the agreement, the Processor shall allow the Controller to collect or delete the Personal Data of the Controller within 2 weeks, in accordance with the instructions given by the Controller, unless the applicable law requires the retention of Personal Data. Upon termination of the contract, the Processor will remove the services provided by the Controller and the related Personal Data and they will not be available after the deletion. However, the Processor may still retain backups of personal data for a maximum of two weeks.

### **3.3. Subcontractors**

The Provider may use subcontractors for Processing the Controller's Personal Data. The Provider is responsible for its subcontractor's actions as for its own and shall draft written agreements with the subcontractors concerning the Processing of Personal Data. If requested, the Provider shall inform the Customer beforehand of subcontractors the Provider intends to use in processing the personal data pursuant to the Agreement. The Customer is entitled to oppose the use of a new subcontractor on reasonable grounds. If the Parties are unable to reach an agreement concerning the use of a new subcontractor, the Customer is entitled to terminate the Agreement with thirty (30) days' notice, in so far as the change of subcontractor affects the Processing of Personal Data pursuant to the Agreement.

### **3.4. Obligation to assist the Controller**

The Provider shall immediately forward all requests to inspect, rectify, erase or object to the Processing of Personal Data or other requests received from the Data Subjects, to the Customer. If requested by the Customer, the Provider shall support the Customer in fulfilling the requests of the Data Subjects.

The Provider is obligated, taking into account the nature of the Processing of Personal Data and the data available, to assist the Customer in ensuring that the Customer complies with its legal obligations. These obligations may include requirements related to data security, notifying of data breaches, data protection impact assessments as well as obligations regarding prior consultations. The Provider is obligated to assist the Customer only to the extent that applicable legislation obligates the Processor of Personal Data. Unless otherwise agreed, the Provider is entitled to invoice the expenses incurred from action pursuant to this section 3.4 according to the Provider's valid price list.

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The Provider shall forward all inquiries made by data protection authorities directly to the Customer and shall await further guidance from the Customer. Unless otherwise agreed, the Provider is not authorized to represent the Customer or act on behalf of the Customer in relation to the authorities supervising the Customer.

#### **4. Processing outside the EU / EEA**

The Provider and its subcontractors may Process personal data outside the EU/EEA area.

In case such transfers or Processing take place, the Provider ensures that the EU Commission standard contractual clauses 2010/87/EU concerning the transfer of Personal Data to outside the EU/EEA, or a similar legal safeguard approved by the Regulation, will apply to such transfer or Processing. In this Annex the Customer grants a power of attorney to the Provider to represent the Customer in signing the contractual clauses on behalf of and in the name of the Customer. Furthermore, the Customer explicitly accepts that the Provider may also represent the subcontractor in question in relation to the contractual clauses.

#### **5. Auditing**

The Customer or an auditor authorized by the Customer (however, not a competitor of the Provider) is entitled to audit the activities pursuant to the Annex. The Parties shall agree on the time of the auditing and other details ahead of time and at latest 14 days before the inspection. The auditing shall be carried out in a way that does not impede the obligations of the Provider or its subcontractors in regard to third parties. The representatives of the Customer and the auditor must sign conventional non-disclosure commitments.

The Controller is responsible for all the costs of the audit. The Processor has the right to charge the Controller for the work that the audit has caused.

#### **6. Security**

The Processor shall take appropriate technical and organizational measures to protect the Personal Data of the Controller, taking into account all the risks of Processing, especially the unintentional or illegal destruction, loss, alteration, unauthorized disclosures or access to Personal Data that has been transferred, saved or otherwise Processed. When organizing the security measures, the technical options and their costs shall be assessed in relation to the special risks of the Processing at hand and the sensitivity of the Personal Data Processed.

The Controller shall be obliged to ensure that the Processor is informed of all matters relating to Personal Data provided by the Processor, such as risk assessments and Processing of special categories of persons affecting the technical and organizational measures in this Annex. The Processor

ensures that the personnel involved in the processing of personal data by the Employee or Processor are subject to appropriate confidentiality.

The Controller is responsible for the employees who use the service and for whom the Controller has granted access or usage rights to the services. Customer is also responsible if a third party accesses its Personal Data even if the Controller did not authorize it to process the data if Customer has not performed the necessary security measures.

## **7. Reporting a security breach**

The Controller must inform the Processor of all security breaches of Personal Data without undue delay upon receipt of a violation of the information or when the Subcontractor used by the Processor has been informed of the violation. The Controller shall be responsible for notifying the data protection authorities. The Controller is also obliged to notify the Processor of the security breaches he has encountered.

At the request of the Controller, the Processor shall, without undue delay, provide the Controller with any relevant information relating to the security breach. Insofar as this information is available to the Processor, the Processor must report to the Controller at least:

- security breach occurred
- a description of the likely consequences of a security breach
- a description of the remedial actions that the Processor has performed or will perform to prevent security breaches in the future if the security breach is caused by the Criminal Officer and, where appropriate, the measures to minimize the potential adverse effects of the security breach

The Provider shall document and report the results of the inquiry and the implemented measures to the Customer.

The Customer shall be liable for the necessary notifications to the data protection authorities.

## **8. Other terms**

If any tangible or intangible damage is caused to a person due to a breach against the EU General Data Protection Regulation or the Annex, the Provider 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 Annex.

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. Otherwise the liability of the parties shall be determined pursuant to the Agreement. The Controller informs the Processor in writing of any changes that might affect his ability or ability to comply with this Annex and the written instructions given by the Processor. The Parties agree to all additions and modifications to this Annex in writing.

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The appendix is valid for (i) as long as the Agreement is in force or (ii) the parties have obligations under the Personal Data Processing Act to each other.

Those obligation that due to their nature are meant to survive the expiry of this Annex shall remain in force after the expiry of the Annex.

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