

DATA PROCESSOR AGREEMENT (CENTERPOINT SMARTFORMS ONLINE SUBSCRIPTION)

Last update: 21 September 2024

1. GENERAL

1.1 This Data Processing Agreement (below DPA) forms part of the Agreement.

1.2 The DPA is conducted between You, below the Controller, and Metaforce, below the Processor or Metaforce, together referred to as Party or Parties.

1.3 The Parties seek to implement a DPA that complies with the requirements of the current legal framework in relation to data processing and with the GDPR .

1.4 Definitions used in this Agreement not defined herein shall have the meaning set forth in the GDPR, the UK GDPR or the Terms, as applicable.

2. SCOPE AND APPLICABILITY OF THIS DPA

2.1 This DPA applies where and only to the extent that Metaforce processes Personal Data on behalf of the Controller in the course of providing the Service and such Personal Data is subject to Data Protection Laws of the European Union, the European Economic Area.

2.2 As between Metaforce and Controller, the customer is the Controller of Personal Data. Nothing in the Agreement or this DPA shall prevent Metaforce from using or sharing any data that Metaforce would otherwise collect and process independently of the Controller's use of the Services.

3. CONTROLLER OBLIGATION

3.1 Controller agrees that it shall comply with its obligations as a Controller under Data Protection Laws in respect of its processing of Personal Data and any processing instructions it issues to Metaforce; and that it has provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws for Metaforce to process Personal Data and provide the Services pursuant to the Agreement and this DPA, if applicable.

4. METAFORCE PROCESSING OF PERSONAL DATA

4.1 As a Processor, Metaforce shall process Personal Data only for the following purposes: (i) processing to perform the Services and fulfill the Agreement; (ii) to comply with other reasonable instructions provided by Controller to the extent they are consistent with the terms of this Agreement and only in accordance with Controller's documented lawful instructions. The Parties agree that this DPA and the Agreement set out the Controller's complete and final instructions to Metaforce in relation to the processing of Personal Data. Any additional instructions shall be provided to Metaforce in writing and signed by the Parties.

4.2 Metaforce handles Personal Data as provided by the Controller. Such data may contain special categories of data depending on how the Services are used by Controller and as agreed in Sub-Appendix 1.

4.3 Notwithstanding anything to the contrary in the Agreement (including this DPA), Controller acknowledges that Metaforce shall have a right to anonymize Personal Data and to use such anonymized data to improve and develop the Service.

5. SUB-PROCESSING

5.1 Controller agrees that Metaforce may engage Sub-processors to process Personal Data on Controller's behalf. The Sub-processors currently engaged by Metaforce and authorized by Controller are listed below. By signing this Agreement the Controller accepts the current sub-processors.

Service & supplier	Data categories	HQ	Data centers	Data transfer safeguards	References
Microsoft Azure (primary cloud service provider)	Data processor, Data storage, Retention	Microsoft Ireland Operations, LTD. One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Reg. No: IE 82567964.	EU (Ireland)	DPA	Trust Center
Atlas Mongo DB	Data storage, Data Backup, Retention.	MongoDB Limited, Irland, ID 499992, Building 2, Number 1 Ballsbridge, Shellbourne Road Ballsbridge, D04 Y3X9 Dublin, Ireland	Base: Irland/Dublin - mirrored in Holland/Amsterdam	DPA	Privacy Hub
Stripe	Payment service	Stripe Payments Europe, Limited (SPEL)	EU (Ireland)	DPA	Privacy Center

		1 Grand Canal Street Lower Grand Canal Dock Dublin D02 H210 Ireland			
SendGrid (part of Twilio)	E-mail distribution service	Twilio Inc., 101 Spear St 5 th floor, San Francisco, CA 94105, USA	Global (US)	EU SCC	GDPR Center BCR
46elks	Text message notification service	46elks AB (556838-8184), c/o Capsule, Smedsgränd 4, 753 20 Uppsala, Sweden	EU (Sweden)	DPA	GDPR Center

5.2 Metaforce shall: (i) enter into agreement with the Sub-processor imposing data protection terms that require the Sub-processor to protect the Personal Data to the standard required by Data Protection Laws to at least similar level to this DPA; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Metaforce to breach any of its obligations under this DPA.

5.3 Metaforce shall provide Controller reasonable advance notice if it adds or removes Sub-processors. Metaforce will send an e-mail notification to the Controller (receiver being the account owner set-up in Centerpoint) from noreply@metaforce.se. Metaforce will also post the information on its webpage.

5.4 Controller may object in writing to Metaforce’s appointment of a new Sub-processor on reasonable grounds relating to data protection by notifying Metaforce promptly in writing within fourteen (14) calendar days of posting. Such notice shall explain the reasonable grounds for the objection. In such event, the Parties shall discuss such concerns in good faith with a view to achieving a commercially reasonable resolution. If this is not possible, either Party may terminate the applicable Services that cannot be provided by Metaforce without the use of the objected-to-new Sub-processor.

6. SECURITY

6.1 Metaforce shall implement and maintain appropriate technical and organizational security measures to protect Personal Data from Data Breach and to preserve the security and confidentiality of the Personal Data. Metaforce is committed to maintaining the confidentiality, integrity, and availability of the data it processes. This is ensured by the use of both technical, i.e

access control, encryption, redundancy, and non-technical means i.e, policies, procedures, and guidelines.

6.2 Metaforce shall ensure that any person who is authorized by Metaforce to process Personal Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

6.3 Data Breach Response. Upon becoming aware of a Data Breach Metaforce shall notify the Controller within 48 hours.

6.4 Controller acknowledges that the Security Measures are subject to technical progress and development and that Metaforce may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Controller.

7. SECURITY REPORTS

7.1 Metaforce shall maintain records of its security standards. Metaforce shall provide written responses (on a confidential basis) to all reasonable requests for information made by Controller, including responses to information security and audit questionnaires, that Controller (acting reasonably) considers necessary to confirm Metaforce's compliance with this DPA, provided that Controller shall not exercise this right more than once per year.

7.2 The Controller will reimburse Metaforce for its reasonable costs in relation to this clause.

8. INTERNATIONAL TRANSFER

8.1 Metaforce may transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Controller. Data processed under this Agreement transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on the relevant standard contractual clauses for the transfer of personal data. This means that Metaforce uses the "new" SCC:s from 2021 for transfers from the EU.

9. RETURN OR DELETION OF DATA

9.1 Upon deactivation of the Services, all Personal Data shall be handled in accordance with the clause on termination in Agreement or as otherwise agreed between the Parties.

10. COOPERATION

10.1 Metaforce shall, considering the nature of the processing, provide reasonable cooperation to assist Controller by appropriate technical and organizational measures, in so far as is possible, to respond to any requests from individuals or applicable data protection authorities

relating to the processing of Personal Data under the Agreement. Controller will reimburse Metaforce for any reasonable and proven costs related to this clause.

10.2 If any such request is made directly to Metaforce, Metaforce will re-direct such communication to the Controller. If Metaforce is required to respond to such a request, Metaforce shall promptly notify Controller and provide it with a copy of the request unless legally prohibited from doing so.

10.3 To the extent Metaforce is required under Data Protection Law, Metaforce shall (at Controller's expense) provide reasonably requested information regarding Metaforce's processing of Personal Data under the Agreement to enable the Controller to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

11.1 LIABILITY

11.1 Controller shall indemnify and hold Metaforce harmless of any and all direct damages, including as a result of claims by data subjects or administrative fines, incurred by Metaforce as a result of Controller's breach of this data processing agreement, Controller's act or omission to act in accordance with applicable data protection, any other circumstance attributable to Controller's side or Metaforce's violations of applicable laws and regulations, including data protection law, due to vague, unlawful or absence of instructions or information from Controller.

12. GOVERNING LAW

12.1 This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement unless required otherwise by Data Protection Laws.

SUB-APPENDIX A – Instructions of processing of personal data

In addition to what is set forth in the Agreement, you instruct Metaforce to process personal data for which you are the data controller in accordance with the below instructions:

Purposes of the processing: Specify all purposes for which personal data will be processed by Metaforce	Metaforce will Process Personal Data as necessary to perform the Services or pursuant to the Agreement.
Types of personal data: Specify the types of personal data that will be processed by Metaforce	Will typically involve customer contact information such as: Name, email address, phone number. In addition, the Service is highly configurable, meaning that it can involve any categories of Data Subjects chosen by the Customer.
Categories of data subjects: Specify the categories of data subjects whose personal data will be processed by Metaforce	The Service is highly configurable, meaning that it can involve any categories of Data Subjects chosen by the Customer.
Duration of the processing: Specify the duration of the processing of personal data performed by Metaforce before data will be deleted.	Configurable retention policies allow for the Customer to control the time period for how long data is to be stored before being deleted.