

Stream Analyze Sweden AB

TERMS OF USE

Last updated: 2023-06-26

Please read these Terms of Use (these "**Terms**") carefully before accessing or using our cloud platform sa.studio Community Edition, sa.engine, sa.studio and related services (the "**Service**"). The Terms applies between you, the user, ("**You**") and Stream Analyze Sweden AB, reg.no. 559000-6481 ("**Stream Analyze**").

If You are acting on behalf of a corporation or other legal entity, You represent that You are authorized to act on behalf of such legal entity and that Your acceptance of the Terms creates a legally enforceable obligation of the legal entity. As used herein, "**You**" and "**Your**" refer to you and, where applicable, any legal entity on behalf of which you are acting.

By accessing and/or using the Service, You are accepting the terms and conditions of these Terms. If You do not accept the terms and conditions of these Terms, do not access or use the Service.

1. PROVISION OF THE SERVICE

The Service is offered as a non-commercial cloud-based platform and software downloads like sa.engine, which enables You to test and evaluate the Service. You will get access to the Service by registering a user account at our website. Included in the Service is a studio environment running in a web browser. This studio environment is a group of tools for analysts and engineers to develop and deploy models on Your hardware devices. We also provide edge software which may be downloaded from our website or Google Play (for Android) and Apple App Store (for iOS) respectively and installed on a hardware device.

Subject to Your compliance with the obligations under these Terms, Stream Analyze will provide access to the Service in accordance with the terms and conditions set forth in these Terms.

2. USER ACCOUNTS

To access and use the Service, You need to create a user account. The user account is set up by a single sign on solution whereby the account is created through a pre-existing Google or Facebook account (or any other pre-existing third-party account as we may choose to support in the future).

When you register the user account, You will be asked to provide certain personal information. You acknowledge that the information you provide is accurate, up to date and complete and that you are responsible for any incorrect information.

You are responsible for any use of the Service through Your account and for selecting secure log-in credentials and taking all necessary precautions to keep such credentials secret and secure. You may not (i) register false information in applying for or amending your access to the Service, (ii) use information of a third party without proper authorization, or (iii) allow another person or a third party to use Your account or access the Service. If you find that your

log-in credentials are compromised or used by a third party, you must immediately restore the credentials and notify Stream Analyze thereof.

3. RIGHT TO USE THE SERVICE

Subject to the terms and conditions of these Terms, Stream Analyze grants You a fully revocable, non-exclusive, non-transferable, non-sublicensable license during the term of these Terms to access and use the Service solely for internal testing, evaluation and non-commercial purposes.

You acknowledge that Stream Analyze and/or its licensors owns the Service and any and all intellectual property rights in or to the Service and any and all methods, techniques, tools or processes used in creating, developing, applying or maintaining the Service. Stream Analyze hereby reserves all rights not expressly granted herein. No rights shall be licensed by implication under these Terms.

You covenant, on behalf of yourself and the corporation on which behalf You are acting, not to assert against Stream Analyze, its affiliates or licensors, any rights, or any claims of any rights, in the Service or any part thereof.

4. LICENSE RESTRICTIONS

Since You may not use the Service for any commercial purposes, specific license restrictions (such as limitations on the number of devices from which You can access the Service, or limitations on the extent of Your use of the Service) may apply, and change, from time to time. Such license restrictions will be notified by Stream Analyze on our website or other channels available to You.

You shall not, and You shall not permit others to, without Stream Analyze's prior written consent (i) duplicate, alter, modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Service; (ii) access or use the Service or Stream Analyze's confidential information to create a product or service similar to or competitive with the Service; (iii) time-share the Service or use it in a service bureau arrangement or for the benefit of any third party; (iv) permit or allow any person to remove any proprietary or other legend or restrictive notice on the Service or containing media; (v) permit any person to reproduce any such media or the Service except as specifically provided in these Terms; (vi) use the Service for any illegal activity; (vii) use the Service to disrupt or interfere with any other networks, websites, or security; (viii) use the Service to infringe any third party's intellectual property rights; (ix) use the Service to distribute any libelous, harassing, defamatory, violent, illegal, vulgar, offensive, slanderous, discriminatory (whether in relation to ethnic background, sex, religious beliefs, sexual orientation or otherwise), or otherwise objectionable material of any kind; or (x) in any manner or under any circumstances use, copy, modify, enhance, merge, reverse engineer, reverse assemble, decompile, disassemble or in any way alter the Service or any copy, adaptation, transcription, or merged portion thereof.

5. USER DATA

You acknowledge and agree that You are responsible for the development, transmission, operation, maintenance and use of any data that You have uploaded to the Service, including

machine images, text, audio, graphics, photo, video and/or audio material or combination thereof (“**User Data**”). You are further responsible for ensuring (a) that User Data do not infringe any rights, title and ownership of any third party; (b) that User Data does not contain content that Stream Analyze may deem unethical; (c) that User Data is not unlawful or promotes unlawful activities; and (d) that You have obtained, and for maintaining, all rights, license and clearances necessary to utilize the Service as provided under the Terms, and to provide User Data to Stream Analyze through the Service, to the extent applicable.

Stream Analyze have the right to refuse or remove User Data that, in our sole discretion, violates the Terms.

You grant to us a non-exclusive, sub-licensable, royalty free, worldwide, perpetual and irrevocable license to use User Data and metadata originating from Your use of the Service (a) solely as necessary to provide the Service and to allow Stream Analyze to perform under, and in accordance with the Terms; and, excluding personal data; (b) to compile aggregated statistics, reports and research for internal use and for development, improvements and/or evaluation of existing and/or additional or modified services, features and functionality with respect to the Service.

6. FORUMS AND EVALUATION FEEDBACK

The Service may include forums, blogs and chat features where you can post User Data (such as observations and comments on designated topics). We do not in any way guarantee that other members will not use such User Data that you share in the Service. Information that you want to keep confidential and/or do not want others to use, should therefore not be posted in forums or blogs. Stream Analyze shall have no responsibility to assess, use or compensate you for any ideas or information you may choose to submit. You are solely responsible for your interactions with other users of the Service.

You may submit feedback, comments and ideas about the Service, in forums or to Stream Analyze directly, including comments and ideas on how to improve the Services. If You provide feedback to us, all such feedback will be the sole and exclusive property of Stream Analyze. You hereby irrevocably assign and transfer to Stream Analyze all of Your right, title and interest in and to all feedback including all intellectual property rights therein. Stream Analyze shall have the right to, partly or in full, assign or license the rights acquired under this section, and shall further have the right to freely adapt, amend or otherwise modify the feedback. By submitting feedback, You agree that the disclosure is gratuitous, unsolicited and without restriction and will not place Stream Analyze under any fiduciary or other obligation, and that Stream Analyze is free to use the feedback without any additional compensation to You, and/or to disclose the feedback on a non-confidential basis or otherwise to anyone.

7. MODIFICATIONS TO THE SERVICE

Stream Analyze reserves the right to modify, update, suspend or discontinue, temporarily or permanently, the Service, including change of functionality or change of the platform for the Service, or any service to which it connects, with or without notice and without liability to You.

8. DISCLAIMER

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, STREAM ANALYZE DOES NOT WARRANT THAT THE SERVICE IS OR WILL BE ABSOLUTELY RELIABLE, SECURE OR ERROR-FREE; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT THE SERVICE MAY NOT STORE DATA ACCURATELY OR AT ALL; OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. STREAM ANALYZE DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE BENEFITS OR RESULTS THAT YOU SHALL OBTAIN FROM THE SERVICE.

Without limiting the foregoing, You acknowledge and agrees that Stream Analyze has no obligation to correct any defects or errors in the Service, regardless of whether You inform Stream Analyze of such defects or errors or Stream Analyze otherwise becomes aware of such defects or errors.

9. TERMINATION AND SUSPENSION

These Terms shall remain in force as long as you are a registered user in the Service.

In the event that You are in breach of any provision of these Terms, Stream Analyze may suspend your access to the Service permanently or temporarily and/or immediately terminate these Terms, with or without prior notice.

The Service is subject to change and Stream Analyze reserves the right to suspend or terminate the Service at any time with or without notice. All results from the Service and User Data will be lost at termination of the Service.

Upon termination of the Terms you shall immediately cease all use of the Service.

10. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL STREAM ANALYZE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, LOSS OF OPPORTUNITY, OR ANY OTHER DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE) AND EVEN IF STREAM ANALYZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Stream Analyze shall in no event be liable for damages, losses, liabilities or claims, unless specified otherwise under applicable laws (i) not caused by Stream Analyze’s breach of the Terms, (ii) arising out of false or inaccurate information from You, (iii) resulting from a third

party's illegal or unauthorized access to or use of the Service, (iv) caused by Your breach of the Terms, (v) relating to technical failure or non-availability of the Service.

11. INDEMNIFICATION

You agree to defend, indemnify and hold Stream Analyze, harmless from and against any and all liability and costs (including, without limitation, attorneys' fees and costs), incurred by the us due to any claim arising from any third-party claim that a) User Data violates any third party rights, including without limitation, infringement or violation of the intellectual property rights or privacy rights of such third party; or (b) User Data is in violation with Section 5.

As a condition to the defense and indemnity set forth above, Stream Analyze shall give You prompt notice of any such claim made against it and You shall be entitled to, by written notice to Stream Analyze, assume sole control of the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, at Your own expense, provided that (a) no settlement, consent order or consent judgment which involves any placement of a financial burden or admission of any liability or wrongdoing, act or omission on the part of Stream Analyze may be agreed to by You without Stream Analyze's prior written consent; and (b) You shall keep Stream Analyze informed of the status and progress of such claim, the defense thereof and/or settlement negotiations with respect thereto. Stream Analyze shall give You all reasonable assistance, at Your cost and expense, necessary in connection with such defense.

12. PERSONAL DATA

If and to the extent that You are representing a corporation or other legal entity and User Data contains personal data, the Data Processing Agreement attached as Annex 1 applies to such processing of personal data. You acknowledge that Stream Analyze is a "blind" service provider and that we will not be able to control what User Data that You upload to the Service and use in connection with the Services. You are thereby responsible for informing us of the existence of personal data within User Data.

If You are a natural person, the Data Processing Agreement will not apply. Instead, Stream Analyze's processing of personal data contained in User Data will be performed in accordance with our Privacy Policy for User Data, Annex 2.

Stream Analyze is the data controller for personal data relating to Your user account (such as contact details and credentials). We will process such personal data in accordance with the privacy notice provided to You when You registered Your account.

13. SEVERABILITY

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

14. BUSINESS-TO-BUSINESS TERMS

If You are acting on behalf of a corporation or other legal entity, You acknowledge and agree that these Terms apply to You as a representative of the Company, in a business-to-business context, and that accordingly any consumer protection laws, including any cancellation rights or other rights following from consumer distance selling regulations, will not apply to these Terms and Your use of the Service.

15. AMENDMENTS TO THESE TERMS

Stream Analyze reserves the right, at its sole discretion, to modify or replace these Terms at any time. In such case, We will notify you about the change by e-mail or by notice at our website. Your continued use of the Service after such changes to these Terms will constitute your consent to the revised terms. If you do not agree with the modified Terms, you will not use the Service.

16. GOVERNING LAW AND DISPUTES

These Terms shall be governed by and construed in accordance with the substantive laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled in the general courts of Sweden, with the District Court of Stockholm as the court of first instance.

17. CONTACT INFORMATION

If You have any questions regarding these Terms, please feel free to contact us:

Stream Analyze Sweden AB

Smedsgränd 5B, 753 20 Uppsala, Sweden

info@streamanalyze.com

ANNEX 1

DATA PROCESSING AGREEMENT

This Data Processing Agreement (the “**DPA**”) forms part of the Terms under which Stream Analyze Sweden AB (“**Stream Analyze**”) makes available the Services to the corporation using the Service (the “**Controller**”).

1. BACKGROUND

- 1.1 This DPA shall only apply if and to the extent User Data uploaded to the Services contains personal data within the meaning of Applicable Legislation. The Controller is aware of that the Services are cloud based. Hence, personal data is only stored and processed by Stream Analyze if and to the extent the Controller submits personal data to the Service.
- 1.2 The Controller acknowledge that Stream Analyze will not be able to control what User Data the Controller uploads to the Services. The Controller is responsible for informing Stream Analyze of the existence of personal data (including any special categories of personal data) within User Data, by notice to Stream Analyze.
- 1.3 The Controller is the data controller in relation to the processing of the personal data. Stream Analyze is a data processor, processing the personal data on behalf of the Controller.

2. DEFINITIONS

- 2.1 Unless otherwise defined below, terms used in this DPA shall have the meanings given to them in the Applicable Legislation (as defined below) and in the Terms.

“Applicable Legislation”	means (i) the General Data Protection Regulation, (EU) 2016/679, as amended or supplemented from time to time (the “ GDPR ”); and (ii) any applicable supplementary legislation to the GDPR.
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“Data”	means any personal data (as defined in Applicable Legislation) contained in User Data uploaded by the Controller, or any user under a Project, to the Services.
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3. INSTRUCTIONS AND DETAILS OF THE PROCESSING

- 3.1 Stream Analyze shall process Data in accordance with the Controller’s written instructions. The Parties agree that that this DPA is the Controller’s complete and final instructions to Stream Analyze in relation to processing of Data.
- 3.2 Any additional instructions by the Controller must be in writing and may be subject to additional fees payable by the Controller to Stream Analyze for carrying out such instructions. The Controller is entitled to terminate the Terms in accordance with Section **Fel! Hittar inte referenskölla.** of the Terms if Stream Analyze declines to follow instructions requested by the Controller.

- 3.3 In the event that Stream Analyze considers that any additional instruction violates Applicable Legislation, Stream Analyze shall refrain from acting on such instructions and shall promptly notify the Controller thereof and await amended instructions.
- 3.4 Details of the processing of Data:
- (a) *Purpose of the processing.* The purpose of the processing is to provide the Service in accordance with the Terms.
 - (b) *Nature of the processing.* Hosting, storage and provision of the Service and technical support.
 - (c) *Duration of the processing.* During the term as set forth in the Terms, unless otherwise instructed by the Controller.
 - (d) *Type of personal data.* Any Data that the Controller includes in User Data (in the form of data sets or other data provided or submitted by the Controller).
 - (e) *Categories of data subjects.* Any categories of data subjects that the Controller includes in User Data.
- 3.5 Stream Analyze shall not process the Data for any other purposes or in any other way than as instructed by the Controller in writing.

4. THE CONTROLLER'S OBLIGATION TO PROCESS DATA LAWFULLY

The Controller shall obtain explicit and legally valid consents from each data subject for the processing of the Data or ensure that another legal ground recognized under Applicable Legislation applies for processing of the Data. The Controller shall further meet all other obligations of a controller under Applicable Legislation (including requirements to properly inform the data subjects of the processing of the Data).

5. SECURITY MEASURES

- 5.1 The Services are subject to security measures in line with industry practice and Stream Analyze will take any reasonable steps and precautions against security breaches.
- 5.2 Stream Analyze has implemented and will maintain appropriate technical and organizational measures to protect the Data. The security measures shall ensure that the Data is protected against destruction, modification and proliferation. Stream Analyze shall further ensure that each system, in which Data is processed, is protected against unauthorized access and that access events are logged and traceable.
- 5.3 Stream Analyze shall ensure (a) that only authorized employees who need access to the Data in order for Stream Analyze to provide the processing services under this DPA have access to the Data, (b) that the authorized employees process the Data only in accordance with this DPA and the Controller's instructions and (c) that each authorized employee is bound by a confidentiality undertaking towards Stream Analyze in relation to the Data.
- 5.4 If Stream Analyze becomes aware of a personal data breach, Stream Analyze will notify the Controller without undue delay and will take reasonable steps to mitigate the effects of the personal data breach. Furthermore, taking into account the nature of processing and the information available to Stream Analyze, Stream Analyze will assist the Controller in ensuring compliance with the Controller's obligations to (a) document any personal data breach, (b) notify the applicable supervisory authority of any personal data breach and (c)

communicate such personal data breaches to the data subjects, in accordance with Applicable Legislation. Any assistance provided by Stream Analyze under this Section 5.4 shall be at the sole cost of the Controller.

6. STREAM ANALYZES'S OBLIGATIONS TO ASSIST

- 6.1 Taking into account the nature of the processing, Stream Analyze shall assist the Controller with the fulfilment of the Controller's obligation to ensure that the data subjects may exercise their rights under Applicable Legislation by ensuring appropriate technical and organizational measures. The Controller acknowledges that it is not technically possible for Stream Analyze to erase, correct or restrict the processing of specific pieces of Data in a data set. If a data subject requests that the Controller erases, corrects or restricts the processing of specific pieces of Data in a data set, the Controller must erase the data set from the Services and upload a new data set excluding the relevant pieces of Data. Any assistance provided by Stream Analyze under this Section 6.1 shall be at the sole cost of the Controller.
- 6.2 If a data subject, supervisory authority or any third party requests information from Stream Analyze regarding the processing of Data, Stream Analyze will refer such request to the Controller and await further instructions from the Controller. Stream Analyze may not represent, or act on behalf of, the Controller in relation to any data subjects, supervisory authority or third party.
- 6.3 Taking into account the nature of processing and the information available to Stream Analyze, Stream Analyze shall further assist the Controller in relation to the Controller's obligations to ensure security of the processing, carry out impact assessments regarding data protection and participate in prior consultations. Any assistance provided by Stream Analyze under this Section 6.3 shall be at the sole cost of the Controller.

7. SUB-PROCESSORS

- 7.1 Stream Analyze may engage third parties to process Data or any part thereof on its behalf ("**Sub-Processor**").
- 7.2 If Stream Analyze intends to appoint or replace a Sub-Processor, Stream Analyze will notify the Controller in writing at least 30 days before the appointment of the Sub-Processor. The notification shall contain information on such Sub-processor's (a) name and contact information, (b) provision of services to Stream Analyze and (c) location for processing of Data. If the Controller objects to the appointment of the Sub-Processor, Stream Analyze shall inform the Controller of whether the Sub-Processor, despite the objection, will be appointed by Stream Analyze. If so, the Controller may terminate this DPA and the Terms in accordance with Section **Fel! Hittar inte referenskälla.** of the Terms.
- 7.3 Stream Analyze will enter into a written agreement with every Sub-Processor pursuant to which the Sub-Processor undertakes obligations at least reflecting those undertaken by Stream Analyze under this DPA. Notwithstanding the foregoing, in exceptional cases and when the circumstances so require, the Controller consents to Stream Analyze entering into a Sub-Processor's standard form data processing agreement for the processing of Data, provided that such agreement meets all requirements under Applicable Legislation. In such case, Stream Analyze shall notify the Controller thereof in connection with the notification pursuant to Section 7.2.

8. TRANSFERS TO THIRD COUNTRIES

- 8.1 The Processor may transfer Data outside the EU/EEA. If Stream Analyze transfers Data outside the EU/EEA, or engages a Sub-Processor to process Data outside of the EU/EEA, Stream Analyze shall ensure that at least one of the following prerequisites is fulfilled:
- (a) the receiving country has an adequate level of protection of personal data as decided by the European Commission, or
 - (b) the transfer is subject to the European Commission's standard contractual clauses for transfer of personal data to third countries.
- 8.2 In the event of a transfer of Data outside the EU/EEA initiated by Stream Analyze, Stream Analyze shall demonstrate that a valid legal ground applies to the transfer.

9. AUDIT

- 9.1 Any information provided or made available by Stream Analyze to the Controller under this Section 9 is deemed Confidential Information and may not be disclosed by the Controller unless Stream Analyze has approved such disclosure in writing.
- 9.2 Upon the Controller's request, Stream Analyze will make available to the Controller all information necessary to demonstrate its compliance with the obligations laid in this DPA.
- 9.3 The Controller shall, with at least 30 days' written notice, be entitled to carry out an audit of Stream Analyze's processing of Data, if the Controller has reason to believe that Stream Analyze fails to comply with this DPA. Stream Analyze undertakes to assist the Controller and disclose all information necessary for the Controller to carry out such an audit. Any on-site audit shall be performed by an independent third party agreed between the parties and be subject to the confidentiality and security restrictions as deemed necessary by Stream Analyze. The Controller shall carry all costs for an audit.

10. RETURN AND DELETION OF DATA

The Controller may retrieve Data from the Service up until the termination date. For 90 days following the termination date and subject to additional fees payable by the Controller to Stream Analyze, the Controller may retrieve any remaining Data from the Service. Stream Analyze will delete any and all Data from the Services no later than 90 days after the termination date.

11. TERM

This DPA shall, notwithstanding the term of the Terms, enter into effect when Stream Analyze commences to process Data on behalf of the Controller and shall terminate when the Controller has retrieved Data and/or Stream Analyze has erased Data in accordance with Section 10 above.

ANNEX 2

STREAM ANALYZE PRIVACY POLICY FOR USER DATA

1. INTRODUCTION

- 1.1 This Privacy Policy for User Data (this “**Privacy Policy**”) is issued by Stream Analyze and is directed to any natural person that uses our Services (and who is not acting of behalf of a Corporation) and describes our processing of personal data contained in User Data. This Privacy Policy forms part of the Terms under which we make available the Services to You. Unless otherwise defined below, terms used in this Privacy Policy shall have the meanings given to them in the Applicable Legislation and in the Terms.
- 1.2 The legal framework for processing of your personal data is set out in the EU General Data Protection Regulation 2016/679, as amended, supplemented and/or varied from time to time, and other applicable national legislation in relation to processing of personal data (“**Applicable Legislation**”).
- 1.3 We may amend this Privacy Policy from time to time. You can always view the latest version at Stream Analyze.com. If you have any question or request in relation to the processing of personal data under this Privacy Policy, you may contact us at any time in writing at info@streamanalyze.com.

2. ROLES AND OBLIGATIONS

- 2.1 The Service includes use of User Data. You decide what information to include in the User Data and this Privacy Policy applies if, and to the extent, You include any information relating to an identified or identifiable natural person (“**Personal Data**”) in the User Data uploaded to the Services. Such Personal Data is below referred to as “**User Personal Data**”. Hence, User Personal Data is only stored/processed by us if, and to the extent, You choose to submit User Personal Data to the Services.
- 2.2 You acknowledge that we will not be able to control what User Data You upload to the Services and use in connection with the Services. You are responsible for informing us of the existence of User Personal Data (including any special categories of Personal Data by notice to us.
- 2.3 For the purposes of Applicable Legislation, You are the person who decides what User Personal Data is collected and how is it used. This means that you are obliged to comply with any and all requirements under Applicable Legislation in relation to use of User Personal Data when using the Services, and related collection and storage of User Personal Data.
- 2.4 We, and our subcontractors, process User Personal Data on your behalf, solely for the purposes of providing the Service to you (including for developing and testing changes or additions to features, functionality or security of the Service and similar services) and for no other purpose whatsoever. We claim no rights to your User Personal Data, and You can choose to delete all your User Personal Data at any time. When processing User Personal Data for this limited purpose, we act as a data processor under Applicable Legislation and commit to the obligations set out in Section 3 below.
- 2.5 In addition to our processing of your User Personal Data, as set out above in this Section 2, we will also process certain Personal Data relating to you as a user. When processing such

user Personal Data, we act as a controller under Applicable Legislation. You have received mandatory information on our processing of such user Personal Data when registering a user account at the Platform.

3. OUR OBLIGATIONS AS PROCESSOR

3.1 When processing your User Personal Data, we will:

- (a) Process the User Personal Data only for the purposes of providing the Service to you (including for developing and testing changes or additions to features, functionality or security of the Service and similar services), and for no other purposes whatsoever.
- (b) Always grant you access and full control and ownership to your User Personal Data.
- (c) Keep the User Personal Data confidential, limit access to it on a need-to-know basis, and not disclose it to any third party, except as permitted in Section 4 below.
- (d) Comply with all Applicable Legislation with respect to the processing of your User Personal Data.
- (e) Maintain appropriate technical and organization security standards to protect your User Personal Data from accidental or unlawful destruction, loss, damage, modification, disclosure or unauthorised access, both in relation to transmission of your User Personal Data over a network (however, we will not be liable for any circumstances attributable to your internet service provider or telecommunication networks providers) and to storage of your User Personal Data.
- (f) Ensure that any engaged subcontractor is contractually obliged to observe the same legal obligations and to protect your User Personal Data in the same way as we do, by executing appropriate data processing agreements. Stream Analyze's website lists the Sub-Processors currently engaged.

3.2 We may anonymize your User Personal Data (meaning that it can no longer identify any data subject) and may also aggregate it with other anonymized User Personal Data, for our analysis and improvement of the Service and the use thereof by our customers, or development of new services. When doing so, it will no longer be considered User Personal Data for the purposes of this Section 3.

4. SHARING USER PERSONAL DATA WITH THIRD PARTIES

4.1 We may share your User Personal Data with a subcontractor when needed to supply the Service to you, for e.g. purposes of storage of User Personal Data or troubleshooting and correction of any defects in the Service.

4.2 We may have to disclose your User Personal Data to government, public authorities, statutory or regulatory bodies and enforcement bodies, when compelled to do so under any mandatory obligation under Applicable Laws, such as a court order. We will seek to protect your User Personal Data to the extent possible but ultimately will have to comply with any such mandatory obligation.

5. TRANSFER OF YOUR PERSONAL DATA OUTSIDE THE EEA

We will only transfer and process your User Personal Data to and in a country outside the European Economic Area (EEA) where we have ensured that such transfer and processing outside the EEA is legal under Applicable Legislation, e.g. by (i) executing EU standard data protection clauses with the recipient of the User Personal Data, or (ii) ensuring that the country has an adequate level of protection of Personal Data, as decided by the EU Commission.

6. FOR HOW LONG DO WE STORE YOUR PERSONAL DATA?

We will store your User Personal Data until you delete/retrieve it, however in no event longer than 90 days after termination of the Terms.