

# AGREEMENT BETWEEN DATA CONTROLLER AND DATA PROCESSOR

Ver 1.4 2025-02-06

## HOW TO EXECUTE THIS AGREEMENT

This data processing agreement (DPA or Agreement) has been pre-signed by Sparkfore. If Sparkfore receives the completed and signed DPA, it will become a legally binding addendum to the Master Agreement (defined below) between the parties. To incorporate this DPA into the Master Agreement, You as Data Controller may:

- complete the information in the signature block of this DPA and have an authorised representative sign and return it to Sparkfore at [hello@sparkfore.com](mailto:hello@sparkfore.com)

This Agreement has been established as of the date of signature between the Parties; Customer (as stated below) Data Controller, and Autotech Development Sweden AB, Org. No. 559294-4820, Data Processor.

## 1 Definitions

If the European Parliament and Council Regulation (EU) 2016/679 General Data Protection Regulation (GDPR) contains terms similar to those used in this Agreement, such terms shall be interpreted and applied in accordance with the GDPR. This agreement has the corresponding definitions, which include:

- (a) *Data Controller* means anyone who alone or in combination with others determines the purposes and means of processing personal data;
- (b) *Data Processor* means the person handling personal data on behalf of the Data Controller;
- (c) *processing personal data* means any measure or series of actions taken in respect of personal data, whether by automatic means or not, for example; collection, registration, organization, storage, processing, modification, use, disclosure, dissemination or other provision of data, aggregation, interception, blockage or destruction.
- (d) *personal data* refers to all information that can be derived directly or indirectly to an identifiable living person.

## 2 Contents and objectives

This agreement has been established to meet the requirements set out in Article 28 of the GDPR. Between the Data Controller and the Data Processor, an agreement regarding the Sparkfore Service has been established. The Service Agreement is the agreement that governs what the data processor is supposed to perform on behalf of the data controller. The data controller treats personal data to the extent required to fulfill the obligations under the Service Agreement.

## 3 Responsibilities and instructions

The data controller is responsible for all processing of contracted personal data in accordance with the GDPR. The data processor undertakes to treat only contracted personal data in accordance with the Service Agreement and the data controllers notified instructions. Current instructions for the Service Agreement are set out in Appendix 1. The data processor may only process personal data on documented instructions from the data controller. The data processor undertakes to process the personal data according to the GDPR, as well as The Swedish Data Protection Authority's guidelines,

or relevant EU bodies, regulations, positions and recommendations in the field of personal data, hereinafter collectively referred to as "Applicable Law". The data processor may not, without injunction from the relevant authority or mandatory legislation:

- a) collect or disclose personal data from or to any third party unless otherwise agreed in writing;
- b) change processing method;
- c) copy or restore personal data; or otherwise process personal data for purposes other than those specified in the General Terms agreement.

The data processor may not, without the prior written consent of the data controller, and (ii) ensure that such transfer is in accordance with applicable law, transfer any personal data to countries outside the EEA or to countries not covered by the Prohibition of Transfer to third countries according to GDPR. In order to avoid misunderstandings, this prohibition also includes technical support, maintenance and similar services. In the event that the data controller suspects any security breach such as unauthorized access, destruction, alteration or similar of personal data or, if for any other reason, fails to fulfill obligations in this Agreement, the data processor shall immediately (i) investigate the incident and take appropriate action to heal the incident and prevent a repeat, and (ii) provide the data controller with a description of the incident.

The description of the incident should at least

- a) describe the nature of the personal data incident, including, if possible, the categories of and the approximate number of registered persons involved, and the categories and the approximate number of personal data items concerned;
- b) convey the name and contact details of the Data Protection Officer or other contact points where more information can be obtained.
- c) Describe the likely consequences of the Personal Data Incident, and describe the actions taken or suggested by the data controller to address the Personal Data Incident, including, where appropriate, measures to mitigate its potential adverse effects. The data processor shall assist the data controller prior to the processing of data to make a judgement on the planned processing's consequences in the protection of personal data. A single judgement may include a series of similar treatments that bring about similar high risks.

#### 4 Security and secrecy

The data processor shall take appropriate technical and organizational measures to protect the personal data being processed. The measures should achieve a level of security that at least complies with Applicable Law and is appropriate considering:

- a) the technical possibilities available
- b) what would it cost to implement the measures,
- c) the particular risks associated with the processing of personal data and
- d) how sensitive the processed personal data are.

Agreed actions, which comply with this paragraph, shall provide a level of safety the data controller, after consultation with the data processor, considers appropriate. Taking into account the latest developments, implementation costs and the nature, scope, context and purpose of the treatment, and the risks, of varying probability and all where, for the rights and freedoms of natural persons, the data processor shall take appropriate technical and organizational measures to ensure a level of safety that is appropriate in relation to the risk, including, where appropriate

- a) pseudonymization and encryption of personal data;
- b) the ability to continuously ensure the confidentiality, integrity, availability and resilience of treatment systems and services
- c) the ability to restore availability and access to personal data in a reasonable time in case of a physical or technical incident
- d) a procedure for periodically testing, investigating and evaluating the effectiveness of technical and organizational measures to ensure the safety of treatment.

When assessing the appropriate level of safety, particular attention shall be paid to the risks of treatment, in particular from accidental or illegal destruction, loss or change or to unauthorized disclosure or unauthorized access to the personal data transferred, stored or otherwise processed.

The data processor shall ensure that the privileges are correct and that confidentiality is observed. The data controller shall ensure that all employees, consultants and other persons responsible for the data processor are knowledgeable of the processing of personal data. They are bound by an appropriate confidentiality obligation and are informed of the processing of personal data. The data controller is responsible for ensuring that persons who have access to the personal data are informed of how to process the personal data in accordance with instructions from the data controller.

## 5 Audit and visit

The data controller owns the right to review, through internal / external auditors, compliance and risk management functions, supervisory authorities or through third parties, with the Personal Data Assistance Board, carry out audits to the data processor and in any other way verify that the data processors processing of personal data follows this agreement. In such audit or control, the data processor shall provide the data controller with the assistance required for carrying out the audit. The data processor shall provide, at the request of the data controller, all available information regarding the processing of personal data in order for the data controller to fulfill his / her duties as data controller under Applicable Law. For the registered persons, the Data Inspectorate or any other third party requesting information from the data controller or the Personal Data Coordinator regarding the processing of personal data, the parties shall cooperate and exchange information to the extent required. No party may disclose personal data or information about the processing of personal data without prior consent from the counterparty except in cases where there is an injunction from the relevant authority or if a party is required under mandatory legislation. The data controller shall be personally responsible through appropriate technical and organizational measures so that the data controller can fulfill his duty regarding the rights of the data subjects in accordance with Chapter III of the GDPR.

## 6 Subprocessor

To the extent that the data processor uses subprocessors other than specified in the Sparkfore General Terms, they shall be approved by the data controller unless otherwise agreed in writing between the Parties. The data controller is responsible for subprocessors actions such as for their own actions.

## 7 Damage

The data controller shall keep the data processor free of responsibilities in the event of injury or damage to the data controller or if damage is incurred to the registered that is attributable to the personal data controllers processing of personal data in contrary to this agreement

## 8 Disposal of treatment of personal data

The data processor shall, depending on what the data controller selects, delete all data containing personal data no all media on which it is fixed after the assignment has been completed and delete existing copies.

## 9 Conveyance

Conveyance of this agreement may be in accordance with the terms of transfer of the Sparkfore General Terms Agreement and only in connection with the transfer of the Agreement.

## 10 Legal dispute and applicable law

Disputes concerning the interpretation or application of this agreement shall be settled in accordance with Swedish law and the General Terms Agreement. This agreement has been drawn up in two similar copies, each of which has been taken by the parties.

**Autotech Development Sweden AB**

Place and Date

Skellefteå, 2025-02-06

**Customer AB**

Place and Date

Signature



Signature



Print Name

Print Name

Anders Stenmark



Job Title

Job Title

Chief Operating Officer



## Appendix 1 - Instructions

This appendix describes the Processing of Personal Data that the data processor carries out on behalf of the Data Controller under the General Terms Agreement.

### The subject of processing

The subject of the processing is Personal Data that the data processor holds for the data controller in connection with the performance of the General Terms Agreement.

### Purpose of treatment

Providing a Learning Management System (LMS).

### Type and extent of processing

The data processor only provides a storage location for Personal Data, no processing of personal data is performed.

Processing steps	Description
Storage	Personal data is stored in a Learning Management System.

### Duration of processing

The processing is ongoing as long as it is necessary for the data processor to be able to provide and deliver the Services to the data controller and to enable the data processor to fulfill its obligations under the General Terms Agreement.