

ANNEX ON PROCESSING OF PERSONAL DATA

1. Introduction

- 1.1. This agreement concerning the processing of personal data ("**Annex**") is an inseparable part of the agreement concerning rental services of office spaces and/or services related to the premises, in force from time to time, between Technopolis UMA Holding Oy or a company belonging to the same group acting as a lessor and/or seller of services ("**Provider**") and the customer ("**Customer**") ("**Agreement**").
- 1.2. The purpose of this Annex is to agree on the privacy and data security of Customer's personal data, applicable in the Provider's renting of office spaces and connected services ("**Service**"). The Annex enters into force upon the entry into force of the Agreement. Without separate reference, it becomes a part of all current and future service agreements and orders between the parties. The Annex is applicable when the Provider processes personal data on behalf of the Customer based on the Agreement. This Annex forms an Agreement on the processing on personal data in accordance with the EU General Data Protection Regulation (679/2016) (hereinafter GDPR). The obligations and rights based directly on the GDPR enter into force no earlier than when the GDPR shall be applied, meaning 25.5.2018.
- 1.3. In the event of any discrepancy between the provisions of the Agreement and this Annex, the provisions of this Annex shall prevail.

2. Definitions

- 2.1. For the purposes of this Annex and in accordance with the GDPR, the following refers to:
 - "**controller**" Customer, which determines the purpose and means of the processing of personal data.
 - "**processor**" the Provider, which based on the Agreement, processes personal data on behalf of the controller.
 - "**processing**" any operation or set of operations, which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
 - "**personal data**" any information relating to an identified or identifiable natural person ('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**" a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

3. Data protection and processing personal data

3.1. The duties of the Provider and the Customer

- 3.1.1. Based on the Agreement, the Provider processes the Customer's personal data ("**Customer Data**") on behalf of the Customer based on the Agreement. Personal data may be for example the data identifiable to employees, customers or other natural persons. The Customer is the controller of the personal data and the Provider is the processor of the same. The parties agree to abide by the legislation, regulations and official decrees and guidance of competent jurisdiction and the European union, in force from time to time, and, if needed, to amend the terms of this Annex to comply with the aforementioned laws and regulations.
- 3.1.2. As the controller, the Customer is responsible for ensuring that it has the necessary rights and has acquired the necessary consents to process personal data. The Customer is responsible for drafting a record, and keeping it accessible in addition to informing the data subjects of the processing of information regarding them. The Customer is responsible for the correctness of the personal data provided to the Provider.
- 3.1.3. The Customer has the right and obligation to determine the purpose and means of the processing of personal data. The subject-matter, nature and purposes of the processing are further defined in the Agreement.
- 3.1.4. The Provider has the right to process Customer Data only in accordance with the Agreement, this Annex and the written guidance of the Customer and only insofar as it is necessary to deliver the Service. The Provider shall inform the Customer in case any non-compliance with EU or competent jurisdiction's privacy legislation or regulation is detected in the guidance and in such case the Provider may immediately refuse from and stop applying the Customer's guidance.
- 3.1.5. The Provider maintains a Description of the Service or other regulatory description of the processing operations performed in the Service. The Provider has the right to collect anonymous and statistic data about the use of the Services under the Agreement, provided that the data does not identify the Customer or the data subject and is used for analysing and developing the Provider's services.

3.2. Deletion of/returning the personal data

- 3.2.1. At the expiry of the Agreement, the Provider shall return to the Customer or erase all Customer Data and delete all copies, in accordance with the instructions provided by the Customer, unless the applicable legislation requires the retention of the personal data.

3.3. Subcontractor

- 3.3.1. The Provider may use subcontractors for processing the Customer Data. The Provider is responsible for its subcontractor's actions as for its own and Provider shall sign similar written agreements with its subcontractors about the processing of personal data. If requested, the Provider shall in advance inform the Customer of the subcontractors it intends to use in the processing of personal data under the Agreement. The Customer has the right to deny the use of new subcontractors on reasonable grounds.

3.4. The Provider's obligation to assist

- 3.4.1. The Provider must immediately forward all requests to inspect, rectify, erase, ban the processing of data or other requests received from the data subjects, to the Customer. It is the Customer's duty to ensure that such requests are responded. Considering the nature of the processing, the Provider helps the Customer, if possible, with appropriate technical and organisational measures, in order for the Customer to fulfil its duty to respond to the data subject's requests.
- 3.4.2. Considering the nature of the processing and the available data, the Provider must assist the Customer in ensuring that the Customer complies with its obligations in accordance with the GDPR. Such obligations may concern data security, notifications of data security incidents, data protection impact assessment and prior consultations. The Provider must assist the Customer only to the extent that the privacy legislation sets requirements for the processor of personal data. Unless otherwise agreed, the Provider may invoice reasonable expenses arisen from operations under this provision provided that the Provider has informed in advance that such expenses will occur..
- 3.4.3. The Provider directs all inquiries from the supervisory authorities directly to the Customer because the Supplier has no authority to represent the Customer or act on behalf of the Customer with the Customer Supervisory Authority.

4. Data processing specification form

- 4.1. The categories of data subjects and types of personal data processed in the Service, the duration, nature and purposes of the processing of personal data and the instructions provided by the Customer are defined in each Agreement and its Annexes. By way of derogation or complementary to them, the parties agree in this privacy Annex as follows:

Duration of Service

In accordance with the lease and/or service agreement, in force from time to time.

Nature and purpose of Service

Rental of office spaces and cleaning services, campus services, event services, ICT services, provision of electricity and maintenance and meeting services, workplace design services, printing services and other services related to office spaces and informing of the Services. The purpose of the Services is to satisfy the Customer's needs concerning the office spaces.

Categories of persons on which the processing operations applies

Representatives, employees and partners of the Customer and other persons related to the Customer, whose information the Customer has collected and provided to Technopolis for matters relating to fulfilling the Agreement.

Types of collected personal data

Name phone number, email address and position in the Customer's organisation, possible connections to other organisations.

- 4.2. This Annex expires with respect to each Agreement, when the processing of personal data under the Agreement and this Annex has ended.

5. Processing outside of EU / EEA

- 5.1. The Provider and its subcontractors do not process personal data outside of the EU/EEA area without the Customers written consent except to the extent mobile identification function is used by the data subject in connection to which name and email of the user shall be processed by Provider's supplier in servers located in the United States. The Providers supplier is a certified member of the EU-U.S. Privacy Shield Framework and/or EU model clauses have been agreed with the supplier.
- 5.2. Parties shall in advance agree in writing of all transfers or processing of Customer Data outside of the EU/EEA and the standard contractual clauses approved by the European Union shall be primarily applied on all transfers of Customer Data outside the EU/EEA.

6. Audits

- 6.1. The Customer or a third-party auditor (not being a competitor of the Provider) on behalf of Customer may inspect the operations under this Annex. The parties agree on the date of the audit and other details in good time and no later than 14 working day before the audit. The audit shall be carried out in a way that does not interfere with the Provider's or its subcontractor's commitments with third parties. The representative of the Customer and the auditor must sign confidentiality agreements.
- 6.2. Each party shall carry its own costs caused by the audit.

7. Data security

- 7.1. The Provider shall implement appropriate technical and organisational measures to protect the Customer Data, considering the risks that are presented by the personal data processing, such as accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed. The technical options and the costs of the options in relation to the special risks connected with the processing of and sensitive nature of the personal data, which the Customer has informed of or in writing brought out, shall be taken into account when organizing the security measures.
- 7.2. The Customer must ensure that the Provider is informed of all matters regarding the personal data provided by the Customer, such as risk assessments and processing of special categories of persons, which may affect the technical and organisational measures in accordance with this Annex. The Provider ensures that the personnel of the Provider or its subcontractors, that take part in the processing of personal data, commit to maintain appropriate confidentiality.

8. Notification of personal data breach

- 8.1. The Provider shall notify the Customer of all personal data breaches without undue delay after the Provider having become aware of or its subcontractor having become aware of the personal data breach.
- 8.2. If requested by the Customer, the Provider shall without undue delay provide the Customer with all appropriate information of the personal data breach. To the extent that this information is held by the Provider, the notification shall describe at least:
- the personal data breach that has taken place,
 - as far as possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned,
 - description of the likely consequences of the personal data breach, and
 - description of the remedial actions that the Provider has taken or shall take to prevent future personal data breach and, if necessary, also measures to mitigate its possible adverse effects.
- 8.3. The Provider must without delay document the results of the investigation and the actions taken for the Customer.
- 8.4. The Customer is responsible for necessary notifications to the supervisory authorities.

9. Other provisions

- 9.1. If a breach of the GDPR or the Annex causes material or immaterial damage to a data subject, the Provider is responsible for the damage only insofar it has not complied with the obligations set explicitly for the processor in the GDPR or this Annex.
- 9.2. Each party is obliged to pay only the part of the imposed damages and administrative fines that reflects its, in the supervisory authority or court decision established, liability for the damage. In other respects, the parties' liability is determined in accordance with the Agreement.
- 9.3. The Provider shall inform the Customer in writing of all changes that may affect its ability or prospects to abide by this Annex and the written guidance of the Customer. The Parties will agree of all additions and changes to this Annex in writing.
- 9.4. This Annex enters into force when signed by both parties. The Appendix shall remain in force (i) for as long as the Agreement remains in force or (ii) the parties have obligations towards each other based on the processing operations of personal data.
- 9.5. The obligations, which due to their nature are intended to remain in force regardless of the expiry of this Annex shall remain in force after the expiry of this Annex.