

# LINEWORK AS

## DATA PROCESSING AGREEMENT

Effective date: 1 October 2023

### 1 INTRODUCTION

This data processing agreement (the “**DPA**”) forms part of each contract regarding delivery of the SaaS (the “**Main Agreement**”) by Linework AS, a Norwegian limited liability company with registration number 925 848 638 (“**Linework**”), to Linework’s customer (the “**Customer**”).

Linework and the Customer are hereinafter jointly referred to as the “**Parties**”, and each a “**Party**”.

This DPA shall be effective on the date of the Main Agreement (the “**Effective Date**”), as from which this DPA shall be deemed an integrated part of the Main Agreement.

To the extent there are conflicts or inconsistencies between this DPA and the Main Agreement, this DPA will prevail.

### 2 DEFINITIONS

Unless otherwise defined herein, capitalized terms and expressions used in this DPA shall have the following meaning:

<b>Confidential Information</b>	shall have the meaning set out in clause 15.1;
<b>Customer Personal Data</b>	means any Personal Data Processed by Linework or a Sub-Processor on behalf of the Customer pursuant to or in connection with the Main Agreement;
<b>Customer</b>	shall have the meaning set out in clause 1;
<b>Data Protection Laws</b>	means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
<b>DPA</b>	means this data processing agreement;
<b>EEA</b>	means the European Economic Area;
<b>Effective Date</b>	shall have the meaning set out in clause 1;
<b>EU Data Protection Laws</b>	means GDPR and law and regulations implementing the GDPR as amended, replaced or superseded from time to time;
<b>Linework</b>	shall have the meaning set out in clause 1;
<b>GDPR</b>	means EU General Data Protection Regulation 2016/679;

<b>General Terms</b>	means Linework’s general terms of service, which are accepted by the Customer before the SaaS is made available;
<b>Main Agreement</b>	shall have the meaning set out in clause 1;
<b>Order Form</b>	means the order forms describing the specific services to be performed by Linework for the Customer under the Main Agreement;
<b>Party</b>	shall have the meaning set out in clause 1;
<b>SaaS</b>	means the software solutions for CRM, onboarding, offboarding and administration to tattoo artists and studios, provided as Software-as-a-Service by Linework to the Customer;
<b>Sub-Processor</b>	means any person appointed by or on behalf of Linework to process Personal Data on behalf of the Customer in connection with this DPA.

In addition, the terms, “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

### 3 PROCESSING OF CUSTOMER PERSONAL DATA

The Customer hereby instructs Linework to process the Customer Personal Data necessary for Linework to fulfill its obligations pursuant to the Main Agreement and any other agreements entered into by the Parties.

The categories of Personal Data subject to processing under this DPA and the type of processing operations that will be carried out on behalf of the Customer is specified in **Appendix 1** to this DPA.

Linework shall process Customer Personal Data in accordance with the Main Agreement and any relevant Order Form. In addition, and notwithstanding anything to the contrary herein or in any other relevant agreement documents between the Parties, Linework shall always:

- (i) comply with all applicable Data Protection Laws in the Processing of the Customer Personal Data;
- (ii) not Process the Customer Personal Data other than such Customer Personal Data provided to Linework by or on behalf of the Customer; and
- (iii) only Process Customer Personal Data in accordance with agreements with the Customer or in accordance with the Customer’s documented instructions, including (without limitation) as set out in the Main Agreement and other agreement documents applicable for the Parties.

The Customer may at any time amend or withdraw the instruction to Process the Customer Personal Data, including by way of instruction to delete specific Customer Personal Data. Upon instruction to delete Customer Personal Data clause 10 applies accordingly.

### 4 LINEWORK PERSONNEL

Linework shall take reasonable steps to ensure the reliability of any employee, agent or contractor of Linework or any Sub-Processor who may have access to the Customer Personal Data. In any case,

access shall be strictly limited to those individuals who need to know / access the relevant Customer Personal Data.

Linework shall further ensure that all persons employed or otherwise hired by Linework comply with the Data Protection Laws.

## 5 SECURITY

Linework shall ensure that satisfactory information security is established in its own organization in accordance with the GDPR through planned and systematic measures. Linework shall regularly, at least once per year, perform safety reviews and controls of the systems and measures implemented to process Personal Data. If the Customer requires information security measures which goes further than the GDPR requires which impose increased costs, work or similar on Linework, Linework may charge the Customer for such added services on market terms.

Linework shall also and nonetheless independently evaluate the risks related to the processing of Customer Personal Data and shall continuously implement required measures to mitigate those risks and ensure adequate information security taking the sensitive nature of such Customer Personal Information into account.

## 6 SUBPROCESSING

Linework shall generally be authorized to engage Sub-Processors to the extent necessary for complying with its obligations under the Main Agreement.

All Sub-Processors shall sign data processing agreements with Linework which at least imposes obligations on the Sub-Processor that are equivalent to those imposed on Linework under this DPA.

Linework shall provide the Customer with a written notice if it plans to appoint or remove any Sub-Processor(s) relevant for the services provided by Linework to the Customer. Such written notice shall be given in reasonable advance to the planned changes entering into force. The Customer may within reasonable time object in writing to the appointment or removal of a Sub-Processor. 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 commercially reasonable resolution. If this is not possible, either Party may terminate the DPA.

Upon request of the Customer, Linework shall provide the Customer with a list of the Sub-Processors used by Linework for the services relevant for the Customer, and copies of the data processing agreements made with such Sub-Processors. Clauses on business related issues that do not affect the processing of Personal Data in data processing agreements with the Sub-Processors may be left out of the disclosure to the Customer.

Linework shall use commercially reasonable efforts to ensure that the processing carried out by the Sub-Processor is in accordance with Data Protection Laws.

Linework shall remain fully liable to the Customer for its use of Sub-Processors.

## 7 DATA SUBJECT RIGHTS

Considering the nature of the Processing, Linework shall assist the Customer by implementing appropriate technical and organizational measures, insofar as this is commercially and reasonably

possible, for the fulfilment of the Customer's obligations, as reasonably understood by Linework, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

Hereunder, Linework shall:

- (i) promptly notify the Customer if it receives a request from a Data Subject under any Data Protection Law in respect of the Customer Personal Data; and
- (ii) ensure that it does not respond to that request except on the documented instructions of the Customer or as required by the Data Protection Laws to which the Processor is subject, in which case Processor shall to the extent permitted by the applicable Data Protection Laws inform the Customer of that legal requirement before the Sub-Processor responds to the request.

Extra services in this relation shall be considered add-on services subject to payments and to be delivered under the Consultancy Terms unless otherwise agreed.

## 8 PERSONAL DATA BREACH

Linework shall notify the Customer without undue delay upon Linework becoming aware of any Personal Data Breach affecting the Customer Personal Data, providing the Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

Linework shall co-operate with the Customer and take commercially reasonable steps as are directed by the Customer to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.

## 9 DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

Linework shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Customer reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of the Customer Personal Data by Linework or its Sub-Processors.

## 10 DELETION OR RETURN OF THE CUSTOMER PERSONAL DATA

Subject to this clause 10, Linework shall promptly, and in any event within 10 business days of the date of cessation of any services involving the Processing of the Customer Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of such Customer Personal Data.

Customer Personal Data which is stored in back-up files shall be deleted within 90 days after receipt of such request.

Linework may keep Customer Personal Data necessary for Linework to fulfill its obligations towards the relevant Data Subject or other relevant contract parties, or if otherwise requested by the Data Subject.

## 11 AUDIT RIGHTS

Linework shall at the Customer's request make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by Customer. The Customer may, at its own expense, request an auditor's report from an independent third party or an inspection according to the section below.

The Customer or a representative of the Customer shall have access to inspect the places where the processing of Personal Data is carried out by Linework (not including Sub-Processors), including physical facilities as well as systems used for and related to the processing to ascertain Linework's compliance with Data Protection Laws and the DPA. Such an inspection shall be performed when the Customer deems it required, however always subject to reasonable notice.

Any costs, including costs incurred by Linework, relating to physical inspection shall be covered by the Customer.

The Data Processor shall be able to document the Sub-Processor's compliance with its obligations towards the Data Processor with regards to the processing of Personal Data covered by this DPA.

The Data Processor shall without undue delay obtain and make available audit reports created by the Sub-Processors to ascertain the Sub-Processor's compliance with applicable Data Protection Laws.

## 12 DATA TRANSFER

The Processor may not 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 Customer. If personal data processed under this DPA is 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 EU approved standard contractual clauses for the transfer of personal data.

## 13 TERM AND TERMINATION

Upon termination of the Main Agreement, this DPA shall be deemed terminated as well with the same effects as for the Main Agreement.

## 14 AMENDMENTS

Linework may amend this DPA with three (3) months' notice to the Customer. By not terminating the Main Agreement after the three months period the Customer shall be deemed to accept the amended the DPA as applicable as from the end of the three months' notice period.

## 15 GENERAL TERMS

### 15.1 CONFIDENTIALITY

Each Party must keep this DPA and all information it receives about the other Party and its business in connection with this DPA ("**Confidential Information**") strictly confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (i) disclosure is required by law; or
- (ii) the relevant information is already in the public domain.

## 15.2 NOTICES

All notices and communications given under this DPA must be in writing and will be delivered personally, sent by post or by email to the address or email address set out in the heading of this DPA, or at such other address as notified from time to time by the Parties changing address.

## 16 GOVERNING LAW AND JURISDICTION

This DPA is governed by the laws of Norway.

Any dispute arising in connection with this DPA, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the ordinary courts of Norway, with Oslo district court as agreed legal venue.

**Appendix 1**  
**Description of Customer Data Processing performed by Linework**

<b>Purpose of processing</b>	Linework is a supplier of software services to the Customer as further described in the applicable Order Forms. Pursuant to the Order Forms, Linework shall develop and / or provide software solutions to the Customer. Delivery of software solutions may include maintenance of, and support relating to, such software and shall include software solutions made available on the cloud or software platforms further described in the Order Forms.
<b>Nature of the processing</b>	Collection, recording, organizing, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, analyzing, using for training of machine learning algorithms, erasure or destruction of data (whether or not by automated means).
<b>Types of personal data</b>	Required identifiable data (e-mail, first name, last name, profile picture, company, user ID, communication data (IP-address), activities (behavioral pattern, times for login/logout, times for working with documents, browsing history), other information voluntarily provided by users, such as for example job title, department, office address, office phone, mobile phone, health information, signatures, addresses, phone numbers and other information contained in documents made available or otherwise submitted by the user etc.
<b>Categories of Data Subjects</b>	Employees employed by the Customer, the Customer's clients and customers, counterparties and other stakeholders involved in projects to which Linework provides software or other services. Linework may also process Personal Data relating to the customer (if this is a physical person) its owners, counterparties, witnesses, counterparties' lawyers, third party payment vendors, and others who have a connection to the case or are mentioned in the relevant documents or information uploaded in the solutions provided by Linework.