

Octaos - Data Processing Agreement (DPA)

Version 1.0 – Effective as of 1 January 2026

This Data Processing Agreement ('DPA') forms an integral part of the **Master Subscription and Services Agreement ('MSA')** between Octaos AS ('Processor') and the Customer ('Controller') as defined in the Octaos General Terms and Conditions ('General Terms') and governs the processing of personal data performed by Octaos on behalf of the Customer under applicable data protection law, including Regulation (EU) 2016/679 (the 'GDPR').

1 Purpose and Scope

1.1 Purpose of the DPA. This **DPA** governs the processing of personal data by Octaos, acting as data processor, on behalf of the Customer in connection with the delivery of software, platform, and IT services under the **MSA**.

The purpose of this **DPA** is to ensure that all processing of personal data carried out by Octaos on behalf of the Customer complies with the **General Data Protection Regulation (GDPR)** and other applicable data protection laws.

1.2 Scope and Precedence. This **DPA** ensures that all processing of personal data is carried out **in accordance with the GDPR** and applicable **Norwegian data protection law**. In the event of any conflict between this DPA and the **MSA**, the **terms of this DPA shall prevail** with respect to the processing and protection of personal data.

2 Definitions

For the purposes of this **DPA**, the following terms shall have the meanings set out below. Any capitalised terms not defined in this **DPA** shall have the meaning given in the **MSA** or, where applicable, in the **GDPR**.

2.1 "Personal Data" means any information relating to an identified or identifiable natural person ('Data Subject'), as defined in Article 4(1) of the GDPR.

2.2 "Processing" means any operation or set of operations performed on Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, disclosure, dissemination, alignment, restriction, erasure, or destruction.

2.3 "Customer Data" means any Personal Data that Octaos processes on behalf of the Customer in connection with the provision of the Services.

2.4 "Controller" means the entity which determines the purposes and means of Processing of Personal Data, as defined in Article 4(7) of the GDPR.

2.5 "Processor" means the entity which processes Personal Data on behalf of the Controller, as defined in Article 4(8) of the GDPR.

2.6 **“Sub-Processor”** means any third party engaged by Octaos to process Customer Data on behalf of the Customer.

2.7 **“Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

2.8 **“Supervisory Authority”** means an independent public authority established pursuant to Article 51 of the GDPR.

2.9 **“Services”** means the software, platform, or IT services provided by Octaos to the Customer as defined in the **MSA**.

3 Nature and Purpose of Processing

3.1 **Nature of Processing.** The processing of personal data by Octaos may include **collection, storage, organisation, retrieval, transmission, analysis, and deletion** of data as necessary for the **provision and operation of the Services**.

3.2 **Purpose of Processing.** The purpose of processing is to enable Octaos to **deliver, maintain, support, and continuously improve** its Services in accordance with the **MSA** and this **DPA**.

4 Types of Personal Data and Data Subjects

4.1 **Categories of Data Subjects.** The personal data processed by Octaos on behalf of the Customer may relate to the **Customer’s employees, contractors, users, suppliers, and end-customers**, as well as other individuals whose information is provided to Octaos in connection with the Services.

4.2 **Categories of Personal Data.** The types of personal data processed may include **identification data, contact details, login credentials, usage data**, and other information **submitted or generated** through the Customer’s use of the Services or provided by its users.

5 Obligations of Octaos (Processor)

5.1 **Processing on Instructions.** Octaos shall process personal data only in accordance with the Customer’s documented instructions, including those set out in this DPA, the MSA, and the functionality and configuration of the Services.

Such instructions are deemed to include any processing activities that are **necessary, customary, or reasonably required** for the operation, maintenance, support, or improvement of the Services.

Octaos shall notify the Customer if an instruction appears to violate applicable data protection law.

5.2 **Confidentiality.** Octaos shall ensure that **all employees and sub-processors** authorised to process personal data are **bound by confidentiality obligations** and process such data only as instructed.

5.3 **Security Measures.** Octaos shall implement the **technical and organisational measures required under Article 32 of the GDPR**, taking into account the nature of the processing and the risks to the data subjects. Octaos shall maintain such measures for the duration of the processing. No further security obligations shall apply unless explicitly agreed in writing.

5.4 Assistance to the Customer. Octaos shall provide reasonable assistance to the Customer in fulfilling its obligations under **Articles 32–36 of the GDPR**, including security, breach notification, data protection impact assessments, and prior consultations with supervisory authorities.

5.5 Data Breach Notification. Octaos shall **promptly notify the Customer** of any personal data breach concerning data processed under this **DPA**, including relevant details to enable the Customer to comply with its own notification duties.

5.6 Data Deletion or Return. Upon termination or expiration of the Services, Octaos shall, at the Customer's choice, **delete or return all personal data** and confirm such deletion in writing, unless retention is required by law.

5.7 Demonstration of Compliance. Octaos shall make available all **information necessary to demonstrate compliance** with this **DPA** and shall allow for **audits or inspections** by the Customer or an appointed auditor, upon reasonable notice and without undue disruption to operations.

5.8 Requests from Data Subjects. Octaos shall assist the Customer in responding to **data subject requests** relating to access, rectification, erasure, restriction, or portability, within the limits of applicable law and this DPA.

5.9 Disclosure Requests. Octaos shall **notify the Customer without undue delay** of any legally binding request for disclosure of personal data by a public authority, unless such disclosure is prohibited by law.

6 Data Breach Notification

6.1 Obligation to Notify. In the event of a **personal data breach**, Octaos shall **notify the Customer without undue delay** and in any case no later than **forty-eight (48) hours** after becoming aware of the incident. The notification shall enable the Customer to meet its own obligations under **Article 33 of the GDPR**.

6.2 Content of Notification. The notification shall include, to the extent available:

- The **nature of the breach**, including the categories and approximate number of data subjects and records affected.
- The **likely consequences** of the breach.
- The **measures taken or proposed** by Octaos to address or mitigate the breach.

6.3 Cooperation and Mitigation. Octaos shall provide **reasonable cooperation and assistance** to the Customer in **investigating, mitigating, and documenting** any personal data breach. Such assistance shall be provided **to the extent necessary and appropriate** for the Customer to meet its obligations under the **GDPR**, including reporting or communication requirements towards supervisory authorities or affected data subjects.

7 Sub-Processors

7.1 Authorisation. Octaos has the Customer's general authorisation to engage sub-processors for the purpose of providing hosting, infrastructure, maintenance, and other operational services

necessary to deliver the Services. Upon the Customer's written request, Octaos shall provide a current list of sub-processors involved in the processing of Customer Data.

7.2 Notification of Changes. Octaos shall provide the Customer with **at least thirty (30) days' prior written notice** of any intended addition or replacement of sub-processors that **materially affects the processing of Customer Data**, thereby giving the Customer an opportunity to object on reasonable grounds related to data protection.

If the Customer objects, the Parties shall **discuss in good faith** to find a mutually acceptable solution. If no resolution can be reached within the notice period, the Customer may **terminate the affected Service without penalty**, limited to the specific processing activities impacted by the change.

7.3 Data Protection Obligations. Octaos shall ensure that all sub-processors are bound by written terms imposing data protection obligations that are no less protective than those set out in this **DPA**.

7.4 Responsibility. Octaos shall remain fully liable to the Customer for the performance of its sub-processors in accordance with this **DPA**.

8 Transfers of Personal Data

8.1 Restriction on Transfers. Octaos shall not transfer personal data outside the European Economic Area (EEA) unless such transfer complies with the requirements of **Chapter V of the GDPR**. This ensures that personal data remains protected under equivalent data protection standards, even when processed in countries outside the EEA.

8.2 Safeguards for International Transfers. Where transfers of personal data outside the EEA occur, Octaos shall implement **appropriate safeguards**, such as the **EU Standard Contractual Clauses (SCCs)** or other equivalent legal mechanisms recognised by the European Commission, to ensure a lawful and secure transfer of Customer Data. Before any transfer outside the EEA, Octaos shall assess the laws and practices of the recipient country to ensure adequate protection, in line with the Schrems II ruling and EDPB guidelines.

9 Customer Obligations

9.1 Compliance with Law. The Customer shall ensure that all **personal data provided to Octaos** is collected, used, and disclosed **in full compliance with applicable data protection laws**.

9.2 Determination of Legal Basis. The Customer is solely responsible for **determining and documenting the lawful basis** for all processing activities carried out by Octaos on its behalf.

10 Audit Rights

10.1 Customer's Right to Audit. To ensure transparency and compliance, the Customer may, upon **reasonable written notice (normally not less than fourteen (14) days)**, audit Octaos's adherence to this **DPA** once per year, or more frequently if required by law. Audits shall be conducted in a manner that **minimises disruption** to Octaos's operations and **protects the confidentiality** of data

belonging to other customers. Additional audits may be conducted if a data breach or material non-compliance with this **DPA** is reasonably suspected.

10.2 Costs of Audit. Each Party shall bear its own costs in connection with any audit. Where an audit requires **significant time or resources**, the Customer shall **reimburse Octaos for reasonable costs** related to personnel time and materials, provided such expenses are **pre-approved in writing** by the Customer.

11 Liability and Governing Law

11.1 Applicable Law and Jurisdiction. This **DPA** shall be **governed by and construed in accordance with Norwegian law**. The **Bergen District Court** shall have exclusive venue for any dispute arising under or in connection with this DPA. The **liability provisions set out in the MSA** shall apply equally to this DPA, ensuring consistency across all contractual documents.

11.2 Allocation and Limitation of Liability. Each Party shall be **individually responsible** for any administrative fines, penalties, or sanctions imposed due to its own breach of the **GDPR** or this **DPA**. In cases of **joint liability**, responsibility shall be apportioned in proportion to each Party's contribution to the damage.

This **DPA** does not create any additional or independent right to damages beyond those established in the **MSA**, and nothing in this **DPA** shall expand or otherwise modify the scope or limits of liability defined therein.

12 Data Ownership and Use of Aggregated Data

12.1 Customer Ownership of Data. The **Customer retains full ownership and control** over all personal data processed by Octaos on its behalf. Octaos shall **not claim any ownership rights** to such data and shall process it solely in accordance with the Customer's instructions and this **DPA**.

12.2 Use of Anonymised and Aggregated Data. Octaos may use **anonymised or aggregated data** derived from Customer Data for **statistical analysis, service optimisation, and product development**, provided that such data **cannot directly or indirectly identify** any individual or the Customer. Such anonymised or aggregated data shall not be considered Personal Data and shall fall outside the scope of this **DPA**.

13 Term and Deletion

13.1 Duration of the DPA. This **DPA** shall remain **in effect for as long as Octaos processes personal data** on behalf of the Customer under the **MSA** or any associated **Service Order Confirmation**.

13.2 Deletion or Return of Data. Upon termination or expiry of the Services, Octaos shall, within **one hundred and twenty (120) days, delete or return all personal data** to the Customer and provide a **written confirmation of deletion**, unless retention is required by applicable law. Data deletion shall be performed in a secure and irreversible manner using industry-standard methods.

13.3 Right to Suspend Processing. If Octaos **breaches this DPA or applicable data protection legislation**, the Customer may instruct Octaos to **immediately cease all processing activities** until the breach has been remedied or the **DPA** has been terminated.

14 Miscellaneous

14.1 Conflict of Terms. In the event of any conflict between this **DPA** and the **MSA** or any related document, the provisions of this DPA shall **prevail solely with respect to matters concerning the processing of personal data**.

14.2 Severability. If any provision of this **DPA** is found to be invalid or unenforceable, the remaining provisions shall remain **valid, enforceable, and binding** upon the Parties.

15 Execution

15.1 Incorporation into the MSA. This **DPA** forms an **integral part of the MSA** between Octaos and the Customer and shall apply automatically **without any separate execution or confirmation** by the Customer.

15.2 Binding Effect. By entering into the **MSA** or by using any of Octaos's Services, the Customer is deemed to have **accepted and agreed** to the terms of this **DPA**, which shall be **legally binding** on both Parties as part of the overall contractual framework.

16 Contact

16.1 Purpose of Contact Information. This section specifies the official communication channels for all matters related to this **DPA**, including **questions, notices, data protection inquiries, and incident reporting**.

16.2 Contact Details. The Customer may contact Octaos regarding this **DPA** using the following information:

- **Entity:** Octaos AS – Data Protection Contact (on behalf of the Managing Director)
- **Email:** support@octaos.com
- **Support Portal:** <https://support.octaos.com>
- **Phone:** +47 404 11 181
- **Address:** Bjørnafjorden Gründerpark, Torggata 14, 5200 Os, Norway

16.3 Communication Requirements. All communications under this **DPA** shall be made **in writing** and directed to the contact details provided above, unless the Parties explicitly agree otherwise in writing.