Arkion Data Processing Addendum

This Data Processing Addendum ("DPA)" governs the rights and obligations arising when the company Arkion Solutions AB ("Arkion", the "Processor") provides a SaaS Service to the entity that has entered into a legally binding agreement (the "Controller") for Arkion 's SaaS Service (the "Agreement"), which involves the processing of the Controller's personal data on behalf of the Controller. This DPA, the Agreement and any appendices constitutes the Parties Agreement.

This DPA applies to Agreement entered into from 2022-05-01.

1 Scope

1.1 This DPA shall form an integral part of the Agreement and applies to all Processing activities performed by the Processor or any third party acting on behalf of the Processor (a "Sub-processor").

1.2 This DPA replaces any existing data processing agreement in place between the Parties. In case of any inconsistencies, this DPA will take precedence over the provisions of the Agreement. We may update this DPA in coordination with any updates in our privacy processes or use of personal data.

1.3 Upon the Controller's written request, the Processor will provide the Controller with a signed version of this DPA.

2 Definitions and Interpretation

2.1 Unless otherwise defined herein, capitalised terms and expressions used in this Agreement shall have the following meaning:

2.2 "*Agreement*" refers to the order form, statement of work executed by the Customer which sets out the Customer's identity, ordered Services, price, contract period etc. (the "Master Service Agreement") and any subsequent duly executed amendments, together with:

a) Terms of Service;

b) the Service Level Agreement; and

c) this Data Processing Addendum (as applicable).

2.3 The most current, as well as historical versions, of any appendices are available on our website, where you will always be able to see which version was applicable when you signed this Agreement. Changes to the Appendices are governed in the Terms.

2.4 If the provisions of the Agreement are inconsistent, the Main Document shall take precedence. If the provisions of the Terms or the Documentation are inconsistent, the appendices shall take precedence over each other in the order specified above, unless the circumstances clearly require otherwise. The Service Level Agreement, shall, however, always be given priority with regard to provisions on Service Levels and support. Written agreements reached by the Parties later shall take precedence over documents with an older date.

2.5 "*Company Personal Data*" means any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Principal Agreement;

2.6 "*Contracted Processor*" means a Subprocessor;

2.7 "Data Protection Laws" means

a) in EU countries, the General Data Protection Regulation (Regulation (EU) 2016/679) (the GDPR);

b) in non-EU countries, any similar or equivalent laws, regulations or rules relating to Personal Data;

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c) any enforceable guidance and codes of practice issued by any local regulatory authority responsible for administering Data Protection Laws; and/or

d) any amendments, re-enactments or changes to the items described in (a) to (c) above, from time to time.

2.8 "*Service*" includes services such as analysis of power line images to identify damages or other interruptions and providing a list of defects found to the Customer as per the Parties Agreement.

2.9 "*Sub-processor*" means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Controller in connection with the Agreement.

2.10 "*SCCs*" refers to the standard contractual clauses for the transfer of Personal Data to processors established in third countries, set forth in the European Commission Decision of 4 June 2021, or any such standard contractual clauses amending or replacing the SCCs.

3 Processing of Company Personal Data

3.1 Processor shall comply with all applicable Data Protection Laws in the Processing of Company Personal Data and not Process Company Personal Data other than on the relevant Company's documented instructions.

3.2 The Processor shall only Process the Personal Data in accordance with the instructions stated in Appendix 1 to this DPA or any other documented instructions provided by the Controller from time to time. If Applicable data protection legislation imposes additional processing requirements, the Processor shall inform the Controller of such legal requirements before Processing, unless prohibited by Applicable data protection legislation.

3.3 If the Controller's instructions infringe Applicable data protection legislation, the Processor shall notify the Controller and await the Controller's further instructions.

3.4 The Processor shall without undue delay and no later than thirty (30) days, or as further instructed in Section 8 of Appendix 1, provide access to the Personal Data it has in its possession and make requested rectifications, erasures, restrictions or transfers of the Personal Data. Necessary measures to prevent recovery of Personal Data shall be taken after the Controller or the Processor has deleted Personal Data.

3.5 The Processor shall immediately inform the Controller if, in its opinion, an instruction infringes on Applicable data protection legislation. The Processor understands that the Processor is not required to provide legal advice to the Controller regarding the responsibilities of the Controller.

3.6 The Processor shall assist the Controller in its contacts with the supervisory authority. The Processor may not disclose Personal Data or any information on the Processing of Personal Data without explicit instructions from the Controller.

3.7 If a Data Subjects requests information from the Processor concerning the Processing of Personal Data, the Processor shall forward the request to the Controller and assist the Controller in responding to such requests in accordance with Applicable data protection legislation.

3.8 The Processor shall assist the Controller by appropriate technical and organisational measures, taking into account the nature of the Processing.

3.9 The Processor shall take steps to ensure that any person who performs work under the supervision of the Processor and who has access to the Personal Data, only processes the Personal Data in accordance with the Controller's instructions, unless otherwise required

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by Applicable data protection legislation.

3.10 The Processor shall assist the Controller in ensuring compliance with the Controller's obligations under Applicable data protection legislation, e.g., insofar as this is possible, assist with security measures, fulfil data subject requests, data protection impact assessments ("DPIA") (including prior consultation), and in situations involving a Personal Data breach, notify the Controller and assist the Controller in notifying the supervisory authority and the data subjects involved.

3.11 The Processor shall maintain a record of all Processing activities carried out on behalf of the Controller. Upon the Controller's request, the Processor shall make a readable transcript available to the Controller in a generally readable electronic format, including as a minimum the following information:

a) the name and contact details of the Controller and, where applicable, the joint controller, the Controller's representative and the data protection officer;

b) the purposes of the Processing;

c) a description of the categories of Data Subjects and the categories of Personal Data;

d) the categories of recipients to whom the Personal Data have been or will be disclosed to;

e) where applicable, transfers of Personal Data to a third country including the identification of that third country and suitable safeguards employed to ensure an adequate level of protection of the Data Subject;

f) a general description of the technical and organisational measures employed to ensure an appropriate level of security;

g) where possible, the envisaged time limits for erasure of the different

h) categories of Personal Data;

i) where possible, a general description of the technical and organisational security measures taken.

4 Processor's Personnel

4.1 Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5 Security

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall implement appropriate technical and organisational security measures to protect Company Personal Data in accordance with Applicable data protection legislation.

5.2 The Processor shall notify the Controller without undue delay after the Processor has become aware of any accidental or unlawful destruction, loss, alternation, unauthorised disclosure of, or access to, Personal Data.

6 Sub-processing

6.1 The Controller hereby gives the Processor a specific authorisation to engage the Sub-processors specified in Appendix 2 to this DPA.

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6.2 The Processor shall inform the Controller before transferring any Personal Data to a new Sub-processor. Following such information, the Controller shall notify the Processor if its objects to the new Sub-processor. If the Controller does not object, on reasonable grounds, to the Sub-processor within 30 days of receiving the information, the Controller has accepted the Sub-processor.

6.3 If the Controller has reasonably objected to the new Sub-processor, and the Parties have failed to agree on a solution within a reasonable time, the Controller shall have the right to terminate this DPA and any contract relating to the Processing with a notice period determined by the Controller, without prejudice to any other remedies available under law or contract. During the termination period, the Processor is not allowed to transfer any Personal Data to the Sub-Processor.

6.4 The Processor shall enter into written agreements with all of its Sub-processors on terms that correspond with this DPA, including, without limitation, the Controller's right to conduct audits of the Sub-processors in accordance with Section 11.

6.5 The Processor shall remain fully liable to the Controller for the performance or non-performance of the Sub-processor's obligations.

6.6 Upon the Controller's request, the Processor is obliged to provide information regarding any Sub-processor, including name, address and the Processing carried out by the Sub-processor.

7 Data Subject Rights

7.1 Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

7.2 Processor shall:

a) promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

b) ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

8 Personal Data Breach

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

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

9 Data Protection Impact Assessment and Prior Consultation

9.1 Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or

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equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

10 Commencement and Termination

10.1 This DPA shall apply for the duration of the provision of personal data processing services. For the duration of the provision of personal data processing services, the Agreement cannot be terminated unless other Agreement governing the provision of personal data processing services have been agreed between the Parties.

10.2 Upon termination or expiry of the services relating to the Processing, the Processor shall submit all Personal Data to the Controller on a medium as reasonably requested by the Controller. The Processor shall thereafter ensure that no Personal Data is remaining with the Processor or any of its Sub-processors. This DPA is applicable from the date of its execution and until all Personal Data is returned, erased or made anonymous in accordance with this section

10.3 Processor shall promptly and in any event within ten (10) business days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data.

11 Audit Rights

11.1 The Processor must be able to verify its compliance with this DPA and Applicable data protection legislation and shall maintain adequate documentation verifying fulfilment of its obligations hereunder.

11.2 At the request of the Controller, Processor shall make available to the Controller all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

11.3 The Controller, or a third party approved by the Controller, may conduct audits to ensure that the Processor is complying with this DPA and Applicable data protection legislation. This includes access to the Processor's facilities.

11.4 In order to request an audit, the Controller must submit an audit plan at least two weeks before the proposed date of audit to the Processor, which describes the purpose of the audit, start date and expected extent and duration. Each Party shall bear its own costs related to the audit.

11.5 Information and audit rights of the Company only arise to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

12 Transfer of Personal Data outside the EU/EEA

12.1 If the Processing carried out by the Processor includes the transfer of Personal Data to a country outside of the EEA which is not recognised by the European Commission to have an adequate level of protection in accordance with Applicable data protection legislation, the Controller and the Processor shall enter into a supplementary agreement containing the SCCs.

12.2 If Processing of Personal Data under this DPA includes the transfer of Personal Data to a Sub-processor located in a country outside of the EEA which is not

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recognised by the European Commission to have an adequate level of protection in accordance with applicable data protection legislation, the Processor shall be entitled and obligated to enter into a supplementary agreement with the Sub-processor containing the SCC, in the name and on behalf of the Controller, before any Personal Data is transferred to such Sub-processor. The Processor shall provide the Controller with a copy of such signed SCC agreement upon request.

12.3 If and to the extent this DPA and the SCC are inconsistent, the provisions of the SCC shall prevail.

13 Governing Law and Dispute Resolution

13.1 The DPA shall be applied and interpreted in accordance with the law stated in the Agreement. Notwithstanding this, the Parties must at all times process Personal Data in accordance with Data Protection Laws.

13.2 Any dispute, controversy or claim arising out of or in connection with this DPA, or the breach, termination or invalidity thereof, shall be finally settled in accordance with the dispute resolution provision in the Agreement.

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Appendix 1 – Instructions to Process Personal Data

Controller's instructions to processor regarding the personal data to be processed by Arkion's service

1 Nature and Purposes of the Processing

The processing of data is necessary for the following purposes:

- Arkion's Service – Processor will process Personal Data as necessary to provide management of the user accounts of the SaaS Service and the products and services as set out in the Main Agreement.

2 Categories of Personal Data

The personal data to be processed falls within the following categories of data:

- Name,
- Work contact information,
- Log in credentials (username)

3 Data Subjects

The personal data to be processed concern the following categories of data subjects of Controller:

- Employees or contact persons of Controller
- Controller's users authorised by Controller to use the Service

4 Processing Activities

Processor is a provider of the Service which processes personal data upon the instruction of the Controller in accordance with the terms of the Main Agreement and the Data Protection Agreement (including Controller's instructions under the Agreement). The Service includes, but is not limited to, the following activities:

- Backup and backup recovery,
- Storage,
- Troubleshooting,
- Error correction,
- Maintenance,
- Structuring,
- Configuration,
- Data storage,
- Data erasing and destruction at end of agreement or in accordance with Customer's instruction,
- Service desk,

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5 Site for Processing of Personal Data

Data is processed by the Processor and its Sub-processors in Sweden and within the EU/EEA.

6 Security

- To protect the privacy of your personal information, we maintain both technical and organisational safeguards, and we update and test our security regularly.
- However, no information system can be completely secure. We cannot guarantee the absolute security of your information that you would send to us by email. In the same line, are not responsible for the security of information you transmit to us over networks that we do not control, including the Internet and wireless networks.
- Only the employees who need to know your personal information in order to fulfil any of the purposes described above will have access to this information.

7 Storage Limit

The Personal Data may be used for no more than:

- Measures to ensure that personal data are deleted during and after the term of agreement when use is no longer necessary for the initial purpose:

During term of agreement:

- During the agreement term the Processor shall enable the Controller to correct or delete data immediately in the system by a designated administrator (except that copies may be retained by an agreed period of time in backup).

After expiry of the term of agreement:

- After the expiry or termination of the agreement Processor shall return and/or permanently delete or make anonymous all personal data. It shall be done as soon as practically possible from the Customer's request.

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Appendix 2 - List of Pre-approved Sub-processors

Sub-processor engaged by the Processor for the Processing of Personal Data	Type of Processing	Country of Processing
Amazon Web Services	Hosting services	Sweden

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