

# Enterspeed Terms of Service

Version 2.3

Revised 27<sup>th</sup> of August 2024

Thank you for your interest in Enterspeed. These Terms of Service will, along with the appendices and other documents incorporated herein by reference, constitute the agreement ("Agreement") between Enterspeed A/S ("Enterspeed"), and you as a user of our services ("Customer"), whether you sign up as a company or as an individual, and whether you use our services for free or have signed up for any of our paid subscriptions.

If you have a separate written agreement with Enterspeed, these Terms of Service will not apply to you.

## 1 **Definitions**

- 1.1 "Agreement" means these Terms of Service together with appendices and other documents incorporated herein by reference.
- 1.2 "Customer" means you as a user of the Enterspeed Services, and if applicable, the entity or entities you have signed up on behalf of.
- 1.3 "Parties" means the Customer and Enterspeed.

## 2 **The agreement**

- 2.1 This Agreement including appendices concerns Enterspeed's delivery of standard software to the Customer as a free or paid subscription service ("the Service")
- 2.2 The Agreement consists of this main agreement and the following schedules and appendices:
  - Schedule A: Usage Based Fees
  - Schedule B: Service Limits
  - Appendix 1: Service Level Agreement
  - Appendix 2: Data Processor Agreement (DPA)
  - Appendix 3: Information about and instruction pertaining to the use of personal data
- 2.3 Access to and use of the Service may include additional terms, including terms from third parties. Such additional terms may be contained in the Agreement or made accessible via the internet by the third party who delivers the third-party solution.
- 2.4 In case of discrepancy between the individual documents in the Agreement and any applicable third-party terms, the third-party terms shall take precedence over the main agreement and the other appendices in the

Agreement. The provisions in Appendix in this document shall take precedence over the main agreement.

- 2.5 Enterspeed may revise this Agreement from time to time. If we do, those revised Terms of Service will supersede prior versions. Unless we say otherwise, revisions will be effective upon the effective date indicated at the top of these Terms of Service. We will provide you advance notice of any material revisions. This notice will be provided in the Enterspeed management app or via e-mail. For other revisions, we will update the effective date of these Terms of Service at the top of the document. Your continued access or use of the Services constitutes your acceptance of any revisions. If you do not agree to the revisions, you should stop using the Services.
- 2.6 If Enterspeed shall process personal data on behalf of the Customer (as a data processor), the parties must enter into a data processor agreement based on Enterspeed's standard template for such. The processing agreement is included in this Agreement and is executed by using the free service or if the Customer buys the subscription service. The provisions in the data processor agreement will take precedence in the case of a discrepancy with other provisions in the Agreement.

### 3 **The service**

- 3.1 During the Subscription Term (as defined below in clause 14), the Customer will receive a nonexclusive, non-assignable, worldwide right to access and use the Service solely for the Customers' internal business operations subject to the terms of this Agreement.
- 3.2 The "Service" means the Enterspeed platform which consists of a web-based management app and related APIs for ingesting and delivering the Customers' data to the Customers' digital services.
- 3.3 The natural person or legal entity on whose behalf this Agreement is accepted shall be Enterspeed's customer.
- 3.4 By signing this Agreement, Customer acknowledges and accept the functionality of the Service, which may change from time to time, is as documented and found from time to time on [www.enterspeed.com](http://www.enterspeed.com) or other websites or applications operated by Enterspeed.
- 3.5 The functionality of the Service is provided as is. Enterspeed does not warrant an error free service as set out in further detail in section 8.

- 3.6 Customer accepts that unavailability due to circumstances with the hosting provider or any other third-party supplier is out of the control of the Service. Enterspeed will always use a reliable and international hosting provider to operate the Service. Enterspeed will also provide at least a doubling of the setup of the Service's Delivery API on different locations.

## 4 **Use of the service**

- 4.1 Before the Customer uses the Service for commercial or other purposes, Customer shall make himself familiar with the functions of the Service.
- 4.2 Any use of the Service is the sole responsibility of Customer.
- 4.3 A Customer's log in/account is personal and may not be used by anybody else than Customer. Any misuse of the login/the account is the responsibility of Customer.
- 4.4 Although Enterspeed has no obligation to monitor Customer's use of the Service, Enterspeed may do so and may prohibit any use of the Service it believes may be (or alleged to be) in violation of these terms and this Agreement.
- 4.5 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Service, including, without limitation, internet access, personal computer with appropriate software, including updated operating systems, compatible web browsers and the like (collectively, the "Equipment").
- 4.6 Customer is required to establish the necessary technical solution to ensure delivery of ingested data may take place. Enterspeed only takes responsibility for the Customer's ingested data from the point in time when the Enterspeed APIs responds with a "success" response.
- 4.7 Customer shall also be responsible for maintaining the security of the Equipment, Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's account or the Equipment with or without Customer's knowledge or consent.

## 5 **Free services**

- 5.1 Enterspeed may offer a free or trial versions of the Services ("Free Services") from time to time. If Customer registers for Free Services, Enterspeed will make such Free Services available to Customer free of charge until the earlier of either:

- a) the start date of any paid subscription for a paid version of such Free Services, if applicable, or
  - b) termination of the Free Services by Enterspeed at its sole discretion. Additional terms and conditions may appear on the registration website for a Free Service and any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.
- 5.2 Enterspeed reserves the right to either degrade or suspend Free Services until the Customer adjusts usage to fit plan limits or enters a paid subscription.
- 5.3 ALL FREE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. FREE SERVICES MAY BE SUSPENDED, TERMINATED, OR DISCONTINUED AT ANY TIME AND FOR ANY REASON (OR NO REASON). ENTERSPEED DISCLAIMS ALL OBLIGATION AND LIABILITY UNDER THE AGREEMENT (INCLUDING LIABILITY OTHERWISE PROVIDED FOR UNDER SECTION 10 (LIMITATION OF LIABILITY)) FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A FREE SERVICE, INCLUDING ANY OBLIGATION OR LIABILITY WITH RESPECT TO CUSTOMER DATA. ANY CONFIGURATIONS OR CUSTOMER DATA ENTERED INTO A FREE SERVICE, AND ANY CUSTOMIZATIONS MADE TO A FREE SERVICE BY OR FOR CUSTOMER, MAY BE PERMANENTLY LOST IF THE FREE SERVICE IS SUSPENDED, TERMINATED, OR DISCONTINUED. ENTERSPEED'S INDEMNITY OBLIGATIONS UNDER SECTION 9 (INDEMNITY) DO NOT APPLY TO FREE SERVICES.

## 6 **Intellectual property rights**

- 6.1 Enterspeed shall own and retain all right, title and interest in and to the Service and the software on which it operates, all improvements, enhancements or modifications thereto, and all intellectual property rights related to any of the foregoing.
- 6.2 Any commercial use of the Service is not allowed, explicitly the following is not permitted:
- a) sell, rent, or lend the Service.
  - b) use the Service for commercial software hosting services.
  - c) use the Service to support a third party's corporation or to drive a separate service.

All use must therefore be internal use unless otherwise agreed with Enterspeed by taking out a commercial use subscription, provided this is offered by Enterspeed.

- 6.3 Unless otherwise agreed with Enterspeed any other legal entities or person shall be considered a third-party, regardless of how this person/legal entity is connected to Customer, including but not limited to a parent company, subsidiary, sister company, an affiliate of any other kind or a family member.
- 6.4 Customer may however authorize an external consultant/company to use Customers own account on behalf of Customer, as long as the use is for Customers internal use only.
- 6.5 Except to the extent authorized or permitted in this Agreement or by applicable law without the possibility of contractual waiver, Customer will not:
  - (i) make commercial use of the Service
  - (ii) copy, imitate, reverse engineer, build any competing solutions using the knowledge gained from the use of the Service during the Subscription Term and for a period of 24 months thereafter, transfer or distribute any part of the content in the Service (electronically or otherwise),
  - (ii) use any design elements, logos or trademarks or
  - (iii) sublicense or assign the Customer's account, right of use or access.

## 7 **Payment of fees**

- 7.1 Customer will pay Enterspeed the applicable fees in upon request for access to and use of the Service in accordance with Schedule A (the "Usage Based Limits and Fees"). Fee which will be billed in arrears in respect of usage during the current or immediately calendar month.
- 7.2 Enterspeed reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the agreed initial term or any subsequent term, upon fifteen (15) days prior notice to Customer (which may be sent by email).
- 7.3 All prices are stated in either DKK or EUR. Services are invoiced in DKK unless otherwise agreed by the Parties and is exclusive of VAT and other taxes/duties.
- 7.4 If Customer believes that Enterspeed has charged Customer incorrectly, Customer must contact Enterspeed no later than 10 (ten) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Enterspeed's customer support department at [support@enterspeed.com](mailto:support@enterspeed.com).

## 8 **Warranty and disclaimer**

- 8.1 Enterspeed shall use reasonable efforts consistent with prevailing industry standards to maintain the Service in a manner which minimizes errors and interruptions in the Service.
- 8.2 Enterspeed warrants that during the term of each paid agreement that:
- a) The Services will perform materially in accordance with the applicable Documentation.
  - b) The Services will be provided in accordance with the applicable Service Level Agreement.
  - c) The overall effectiveness of the security measures will not be decreased.
  - d) Enterspeed will not materially decrease the overall functionality of the Services.
- 8.3 The Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Enterspeed or by third-party providers, or because of other causes beyond Enterspeed's reasonable control, but Enterspeed shall use reasonable efforts to provide notice by e-mail or announcement on the Service's status page of any scheduled service disruption. HOWEVER, ENTERSPEED DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICE IS PROVIDED "AS IS" AND ENTERSPEED DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 8.4 Enterspeed does not guarantee any specific service objectives for the Service. However, Enterspeed strives for uptime for the Service of 99% measured over a continuous 12-month period.
- 8.5 Planned downtime and downtime caused by other causes beyond Enterspeed's reasonable control, are not included in the calculation of uptime.

## 9 **Indemnity**

- 9.1 Enterspeed shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any patent or any copyright or

misappropriation of any trade secret, provided Enterspeed is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over the defense and settlement of any claims; Enterspeed will not be responsible for any settlement it does not approve in writing.

- 9.2 The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Enterspeed, (ii) combined with other products, processes or materials where the alleged infringement relates to such combination, (iii) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (iv) where Customer's use of the Service is not strictly in accordance with this Agreement.
- 9.3 If, due to a claim of infringement, the Service are held by a court of competent jurisdiction to be or are believed to be infringing, Enterspeed may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) disable/remove from the Service the infringing feature where possible (c) obtain for Customer a license to continue using the Service, or (d) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service calculated on a pro rata basis at the time of termination of the Agreement.
- 9.4 If replacement or modification of the Service is not provided by Enterspeed, Customer is entitled to terminate the Agreement. In this case, Customer is not entitled to any refund of prepaid, unused fees for the Service.

## 10 **Limitation of liability**

- 10.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, ENTERSPEED AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL



DAMAGES; (C) FOR ANY MATTER BEYOND ENTERSPEED'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO ENTERSPEED FOR THE SERVICE IN THE 3 (THREE) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT ENTERSPEED HAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 10.2 If either party is prevented from fulfilling its obligations under this Agreement as a result of extraordinary events beyond the control of the party including Acts of God and which the party could not have foreseen when Agreement was signed by Customer (force majeure), this shall not be considered a breach. Force majeure incidents include natural disasters, war, mobilization, breakdown of telecommunications infrastructure/the Customer's infrastructure which is not delivered by Enterspeed, external security incidents (e.g. hacker attacks, computer virus attacks or other destructive third party behaviour) and similar matters, health and safety restrictions and recommendations issued by public authorities, pandemics, epidemics, strikes, lockouts, fires, damage to production facilities, import and export regulations and other unforeseen circumstances beyond the control of the party concerned.
- 10.3 Neither of the parties shall be liable for a failure to fulfil their obligations under this Agreement if the failure to perform is due to force majeure as set out in the clause above.
- 10.4 The Customer hereby agrees to indemnify and hold harmless Enterspeed against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from Customer's use or misuse of the Service, in particular any claim or action based on an alleged copyright infringement.
- 10.5 The parties are each liable for fees and fines imposed pursuant to Article 82-83 of the Data Protection Regulation and Liability act § 26 (in Danish "Erstatningsansvarsloven"). The liability limitations in section 10.1 apply to claims between the Customer and Enterspeed as a result of claims from data subjects.

## 11 **Customers' data**

- 11.1 The Customer has all the rights, including intellectual property rights, to the Customer's own data.

- 11.2 The Customer is responsible for ensuring proper backup of the Customer's data.
- 11.3 The Customer is responsible for the accuracy and integrity of data processed by Enterspeed when using the services, as well as the Customer's transfer, migration and/or conversion of the Customer's data to or from the services.
- 11.4 The Customer may not require Enterspeed's employees to personally accept terms regarding the Customer's IT-security policy.
- 11.5 All personal data on Customer's account is stored or used by Enterspeed in accordance with applicable data protection laws, including, but not limited to, the General Data Protection Regulation the Danish Data Protection Act (in Danish "*databeskyttelsesloven*"), and associated guidelines and decisional practice issued by supervisory authorities or otherwise.
- 11.6 Before making personal data available to Enterspeed, Customer has secured the necessary legal basis for Enterspeed to legally process personal data on behalf of the Customer.
- 11.7 Enterspeed may anonymize all information generated or processed as part of the services and use it for their internal purposes. Enterspeed has all rights, including the intellectual property rights to the anonymized information.

## 12 **Confidentiality**

- 12.1 The terms and conditions of this Agreement as well as any and all information received by one Party from another Party in connection with the negotiation, entering into, and performance of this Agreement shall be deemed confidential information, which the receiving Party has no right, without limitation in time, to (a) use other than for the exercise and fulfilment of its rights and obligations under this Agreement or (b) pass on or otherwise disclose to any third party.
- 12.2 This clause 12 shall survive any termination of this Agreement (no matter the cause).

## 13 **Use of sub-contractors**

- 13.1 Enterspeed may use subcontractors to provide its services.
- 13.2 Enterspeed is directly responsible for the services provided by a subcontractor, in the same way as they were provided by Enterspeed itself.

## 14 **Term and termination**

- 14.1 The start date of the subscription shall be date of the Customer signing up for the service (the "Subscription Start Date")
- 14.2 This subscription shall start on the Subscription Start Date and remain in effect for an initial period of 1 (one) month and shall thereafter be automatically renewed for consecutive 1 (one) calendar month periods each (the "Subscription Term"), unless either party notifies the other party, in writing, at least 15 (fifteen) days prior to the expiration of the initial period or any renewed period that it does not wish to renew the Service.
- 14.3 Either Party may terminate this Agreement immediately upon a material breach by the other Party that has not been cured within thirty (30) days after receipt of notice of such breach.
- 14.4 Enterspeed may in its sole discretion terminate this Agreement at any time, without cause, by providing at least one (1) month prior written notice to Costumer.
- 14.5 Enterspeed reserves the right to suspend delivery of the Service if Customer fails to timely pay any undisputed amounts due to Enterspeed under this Agreement, but only after Enterspeed notifies Customer of such failure and such failure continues for fifteen (15) days. Suspension of the Service shall not release Customer of its payment obligations under this Agreement. Customer agrees that Enterspeed shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the Services resulting from Customer's nonpayment.

## 15 **Effects of termination**

- 15.1 Any termination shall have following effects:
- a) License to use the Service and any software is terminated.
  - b) Customer shall pay all fees effective on a pro rata basis for the actual Subscription Term where the Service have been used.
  - c) In case Enterspeed agrees to support the Customer with migrating its data or any other post termination migration activity, efforts related to it may include additional costs which shall be mutually agreed at the time.

## 16 **Other matters**

- 16.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary

so that this Agreement will otherwise remain in full force and effect and enforceable.

- 16.2 The subscription and Customer's account is not assignable, transferable or sublicensable by Customer except with Enterspeed's prior written consent.
- 16.3 Enterspeed may transfer and assign any of its rights and obligations under these Terms without consent.
- 16.4 This Agreement including schedules and appendixes is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of use of the Service.
- 16.5 All waivers and modifications of these Terms must be in a writing signed by both Parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the use of the Service and Customer does not have any authority of any kind to bind Enterspeed in any respect whatsoever.
- 16.6 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
- 16.7 This Agreement and any use of the Service shall be governed by the laws of Denmark.
- 16.8 Any controversy or claim arising out of or relating to the Agreement and the use of the Service, or the breach thereof, shall be settled by arbitration administered by the Danish Institute for Arbitration in accordance with its Commercial or other Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The expedite procedure shall be applied for any dispute for an amount less than 75,000 EUR. The arbitration clause shall exclude any class-action lawsuits or arbitration proceedings.
- 16.9 Should the above arbitration clause be set aside the Customers agrees not to take part in or be a party to any class action lawsuits against Enterspeed.

## 17 **Schedules**

- 17.1 The following schedules forms part of the Agreement:

## **Schedule A – Usage Based Limits and Fees**

The Free Service include a limited number of Delivery API requests per month and a limited number of source entities per tenant. Delivery API Requests which are not spent by a tenant during a calendar month cannot be transferred to any later calendar months.

The Customer may purchase additional packages of source entities and Delivery API requests for a monthly fee. Additional purchases Delivery API requests and Source entities are allocated to a specific tenant.

## **Schedule B – Service Limits**

Enterspeed sets some upper limits to its services to ensure stability and performance for all customers. Limits that are marked with \* may be extended.

- |  |                         |
|--|-------------------------|
| a) Maximum monthly Delivery API requests*: | 5,000,000               |
| b) Maximum number of source entities*:     | 200,000                 |
| c) Maximum storage*:                       | 2 GB per tenant         |
| d) Ingest API rate limit*:                 | 25 requests per sec     |
| e) Ingest API request size limit:          | 1 mb per request        |
| f) Source entity property count limit:     | 5,000 per source entity |

Changes to Service Limits are made available on Enterspeed's websites and may occur at Enterspeed's discretion under the terms set forward in section 8 (Warranty and disclaimer).

## Appendix 1: Service Level Agreement

### 1 Service Level Agreement

- 1.1 If Enterspeed does not meet this Service Level Agreement ("SLA") for its Delivery API under a Plan, and if Customer meets its obligations under this SLA, Customer will be eligible to receive a credit as described below. This SLA states Customer's sole and exclusive remedy for any failure by Enterspeed to meet the SLA.
- 1.2 The credit is calculated for the paid agreements as follows:
- 1.3 Enterprise Plan
  - a) Enterspeed guarantee the uptime for the Service of 99% measured over a one month period. If the measured uptime is below the defined SLA level, the Customer is entitled to 25% of the Fee for the applicable month.
- 1.4 "Downtime" is defined as when the Delivery API of the Services is unavailable.
- 1.5 Service credits may not be exchanged for, or converted to, monetary compensation.
- 1.6 Service degradation or suspension as a result of a Customer exceeding limits under an applicable Enterspeed agreement is not considered as Downtime covered by this SLA. Additional conditions apply as defined in Enterspeed Terms of Service or Customer's agreement.
- 1.7 This SLA applies to Customers who subscribe to the listed Enterspeed agreements on or after the date of last update. The changes are not retroactive.

## **Appendix 2 – Data Processor Agreement (DPA)**

### **1 Processing of Personal Data**

- 1.1 The parties acknowledge and agree that regarding the Processing of personal data, Customer is the Data Controller, Enterspeed is the Data Processor and that Enterspeed will engage Sub-processors pursuant to the requirements set forth in Section 4 "Sub-processors" below.
- 1.2 The Customer shall, in its use of the Service, process personal data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of personal data shall comply with Data Protection Laws and Regulations. The Customer shall have sole responsibility for the accuracy, quality, and legality of the personal data and the means by which the Customer acquired the personal data.
- 1.3 Enterspeed shall only Process personal data by documented instructions from the Customer, unless required by EU-law or the National Law of the Member States to which Enterspeed is subject; In that case, Enterspeed shall notify the Customer of this legal requirement before Processing, unless that court prohibits such notification for reasons of important social interests, cf. Article 28 (3) a.
- 1.4 Enterspeed shall immediately inform the Customer if instructions in the opinion of Enterspeed contravene the General Data Protection Regulation or data protection provisions contained in EU-Law or the National Law of the Member States to which Enterspeed is subject.
- 1.5 In the context of the provision of "Agreement", Enterspeed will process personal data on behalf of the Customer in accordance with the Clauses The duration of the Processing, the nature and purpose of the Processing, the types of personal data and categories of Data Subjects Processed are specified in Appendix 4 (Details of the Processing)

### **2 Rights of the Data Subjects**

- 2.1 Taking into account the nature of the processing Enterspeed shall assist as far as possible the Customer by appropriate technical and organizational measures, with the obligation of Customer to respond to requests for the exercise of the data subjects' rights as laid down in Chapter 3 of the Data Protection Regulation.

- 2.2 Enterspeed shall assist the Customer in ensuring compliance with the Customer's obligations pursuant to Article 32-36 of the Data Protection Regulation, taking account of the nature of the Processing and the information available to Enterspeed, as referred to in Article 28 (3) f.
- 2.3 Should the Customer need the assistance of Enterspeed, in ensuring compliance with the obligations set forth in Article 32-36, Enterspeed retains the right to charge the Customer reasonable costs associated with the assistance, including the hours spent by Enterspeed personnel.
- 2.4 Notwithstanding the aforementioned, Enterspeed does not have the right to charge the Customer for assistance and services to the extent where such assistance or services are a direct consequence of the Enterspeed's own breach of the Clauses.

### 3 **Organizational security**

- 3.1 All employees of Enterspeed are subject to confidentiality obligations that apply to all processing of personal data and have received appropriate training on their responsibilities in processing personal data.
- 3.2 The employee access to personal data is limited, so that only the relevant employees have access to the necessary personal data.
- 3.3 The data processor has documentable process descriptions for breaches of the personal data security, which are reviewed at least annually.
- 3.4 Enterspeed shall implement all measures required by Article 32 of the Data Protection Regulation, which shall include, appropriate technical and organizational measures, to ensure a level of safety fitting these risks.

### 4 **Sub-processors**

- 4.1 Enterspeed shall comply with the conditions referred to in Article 28 (2) and (4) of the Data Protection Regulation, to use another Data Processor (Sub-processor).
- 4.2 On commencement of this Agreement, the Customer approves the engagement of the sub-processors listed at <https://www.enterspeed.com/subprocessors>
- 4.3 The Customer gives Enterspeed a general approval, to use the Sub-processors defined in section 4.2 including any future sub-processors that Enterspeed provides notification about to the Customer.
- 4.4 The Customer may object to Enterspeed's use of a new Sub-processor by notifying Enterspeed promptly in writing within fifteen (15) business days



after receipt of Enterspeed's notice in accordance with the mechanism set out in section 4.3 in the event the Customer objects to a new Sub-processor, as permitted in the preceding sentence, Enterspeed will use reasonable efforts to make available to the Customer a change in the Services or commend a commercially reasonable change to the Customer's configuration, or use of the Service to avoid Processing of personal data by the objected-to new Sub-processor without unreasonable burdening the Customer. If Enterspeed is unable to make available such change within a reasonable period, which shall not exceed 30 days, the Customer may terminate the Agreement. Enterspeed will refund the Customer any prepaid fees covering the remainder of the term of the Agreement following the effective date of termination.

- 4.5 If the Sub-processor does not fulfil his data protection obligations, Enterspeed shall remain fully liable to the Controller as regards the fulfilment of the obligations of the Sub-processor. This does not affect the rights of the data subjects under the GDPR – in particular those foreseen in GDPR, Articles 79 and 82 – against the Controller and the Processor, including the sub-processor.

## 5 **Transfer of information to third countries or organisations with ties to third countries**

- 5.1 Enterspeed may process personal data only by documented instructions from the Customer, including as regards to the transfer and internal use of personal data to third countries or organisations with ties to third countries, unless required under EU law or national law of the Member States, to which Enterspeed is subject; In that case, Enterspeed shall notify the Customer of this legal requirement before Processing unless that court prohibits such notification for reasons of important social interests, cf. art. 28 (3) a.
- 5.2 If the list of Sub-processors in accordance with Section 4.2 contains companies located in third countries, The Customer will have approved Enterspeed's use of these Sub-processors, for Processing of personal data, now and henceforth.
- 5.3 For Sub-processors located outside the EU/EEA, Enterspeed shall ensure the adequacy of transfer mechanisms by entering into a data processing agreement in compliance with the EU Commission's Standard Contractual Clauses as per Decision 2021/914/EU of 4 June 2021 and/or the EU-US Data Privacy Framework. Enterspeed shall also complete and document a Transfer Impact Assessment when legally required.

## 6 **Breach notifications**

- 6.1 Enterspeed maintains security incident management policies and procedures and shall, notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to customer data, including personal data, transmitted, stored, or otherwise Processed by Enterspeed or its Sub-processors of which Enterspeed becomes aware (a "Customer Data Incident").
- 6.2 Enterspeed shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as Enterspeed deems necessary and reasonable to remediate the cause of such a Customer Data Incident to the extent the remediation is within Enterspeed reasonable control. The obligations herein shall not apply to incidents that are caused by Customer, Customer's Users or Customer's third-party suppliers.
- 6.3 Enterspeed are obligated, to provide the Customer with information about such breaches as described in 6.1, without undue delay but no later than 72 hours of the identification of breach.

## 7 **Deleting and retrieving information**

- 7.1 Upon termination of the processing services, Enterspeed is obliged to delete or return all personal data to the Customer, as well as to delete existing copies, unless the European Union or national law prescribes the retention of personal data.

## 8 **Audit**

- 8.1 Enterspeed shall make available to the Customer all information necessary to demonstrate compliance with Article 28 of the Data Protection Regulation and allow and contribute to audits, including inspections carried out by the Customer or other auditor, which is authorized by The Customer.
- 8.2 Enterspeed is obligated to comply with Article 58, acknowledging the Powers of the Supervisory Authorities.
- 8.3 Any audits by the Customer, must be announced at least 7 days in advance, and cannot interfere with the daily working tasks of Enterspeed's employees.
- 8.4 The Customer shall pay all its own costs associated with the Audit.

## **Appendix 3 – Information about and instruction pertaining to the use of personal data**

### **1 The subject of/instruction for the processing**

- 1.1 Enterspeed processes data, which may or may not contain personal data, on behalf of the Customer in order to enable the Customer to use The Enterspeed Headless Hub SaaS owned and managed by Enterspeed.

### **2 Purpose of processing**

- 2.1 The following purposes form the basis of Enterspeed's processing of personal data on behalf of the Customer:

Enterspeed provides the Service described in Appendix 1 for the purpose of data integration and API hosting for the Customer.

### **3 Nature of the processing**

- 3.1 Enterspeed's Service provides capabilities for the Customer or a third-party supplier for developing and offer digital services (e.g., websites, apps, etc.).

### **4 Types of personal data about data subjects**

- 4.1 The processing includes the following types of personal data about data subjects:

Name, e-mail, IP-address, basic information about users' used device, password to the Service and various personal data provided or recorded by the Customer or the Customer's customers without Enterspeed's active processing and identification thereof.

- 4.2 The Customer may submit personal data to the Service, the extent of which is exclusively determined and controlled by Customer.

### **5 Categories of data subject**

- 5.1 Processing includes the following categories:

Customers' employees (when customers are companies), suppliers' employees (where the suppliers are companies) and various categories that cannot be identified beforehand.

### **6 Processing location**

- 6.1 As part of the Delivery APIs' global data distribution feature, Enterspeed may store data across multiple geographic regions. The Customer grants

Enterspeed permission to process the provided data in any geographic region, including third countries.

6.2 It is the Customer's responsibility that any personal data provided to Enterspeed is legal to process in in any geographic region, including third countries.

6.3 If the Customer should need to limit the personal data processed by Enterspeed to specific geographical regions this must be stated in writing to Enterspeed before personal data is provided to Enterspeed.

## 7 **Technical security**

### 7.1 Access to personal data

Enterspeed implements as a minimum the following technical security measures regarding access to personal data:

- a) Enterspeed uses logical access control with username and password or other unique authorization
- b) Enterspeed logs and controls unauthorized or repeated failed login attempts
- c) Enterspeed requires employees to use individual passwords
- d) Enterspeed has policies for password composition, including minimum requirements
- e) There are procedures for revoking permissions when an employee stops or changes department

### 7.2 Access to and protection of IT systems

Enterspeed implements as a minimum the following technical security measures regarding access to and protection of IT systems:

- a) Enterspeed regularly reviews system controls
- b) Enterspeed grants authorizations to individuals or groups of users to access, change and delete processed personal data
- c) Enterspeed regularly reviews and verifies user authorizations for specific systems

### 7.3 Protection of personal data during transmission

Enterspeed implements the following technical security measures regarding protection of personal data during transmission:

- a) Enterspeed uses and has guidelines for secure email

- b) Enterspeed has guidelines for the use of work emails, including use for private use, appropriate use, encryption, secure use, etc
- c) Enterspeed uses and has guidelines for secure transmission of data to and from its services