

## Data Processing Agreement – MapsPeople A/S

**between**

**MapsPeople A/S**

Reg. no. 84059528

Stigsborgvej 60

9400 Norresundby

Denmark

(the "Processor" or "Mapspeople")

**[Customer name]**

**Reg. no. [ ]**

**[address]**

**[address]**

**[country]**

(the "Controller" or "Customer")

### **Standard Contractual Clauses**

#### SECTION I

##### *Clause 1*

##### ***Purpose and scope***

- (a) The purpose of these Standard Contractual Clauses (the "Clauses") and the Data Processing Agreement (the "Agreement") is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
- (b) The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29(3) and (4) of Regulation (EU) 2018/1725.
- (c) These Clauses/the Agreement apply to the processing of personal data required under and in connection with processor's fulfillment of the master agreement (the "Master Agreement") between the Parties as also specified in Annex II.
- (d) Annexes I to IV are an integral part of the Clauses.
- (e) These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- (f) These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

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### *Clause 2*

#### ***Invariability of the Clauses***

- (a) The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.
- (b) This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

### *Clause 3*

#### ***Interpretation***

- (a) Where these Clauses use the terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively.
- (c) These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

### *Clause 4*

#### ***Hierarchy***

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

### *Clause 5*

#### ***Docking clause***

- (a) Any entity that is not a Party to these Clauses may, with the agreement of all the Parties, accede to these Clauses at any time as a controller or a processor by completing the Annexes and signing Annex I.
- (b) Once the Annexes in (a) are completed and signed, the acceding entity shall be treated as a Party to these Clauses and have the rights and obligations of a controller or a processor, in accordance with its designation in Annex I.
- (c) The acceding entity shall have no rights or obligations resulting from these Clauses from the period prior to becoming a Party.

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### SECTION II

#### **OBLIGATIONS OF THE PARTIES**

##### *Clause 6*

##### ***Description of processing(s)***

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on behalf of the controller, are specified in Annex II.

##### *Clause 7*

##### ***Obligations of the Parties***

#### **7.1. Instructions**

- (a) The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented.
- (b) The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or the applicable Union or Member State data protection provisions.

#### **7.2. Purpose limitation**

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the controller.

#### **7.3. Duration of the processing of personal data**

Processing by the processor shall only take place for the duration specified in Annex II.

#### **7.4. Security of processing**

- (a) The processor shall at least implement the technical and organizational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

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- (b) The processor shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the contract. The processor shall ensure that persons authorized to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

### **7.5. Sensitive data**

The digital indoor mapping solution developed by the processor and provided to the controller through the Master Agreement has not been intended or envisaged for processing of sensitive data listed in Article 9 of Regulation (EU) 2016/679, namely information concerning racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offenses ("sensitive data"). Further, the processor has no influence on the nature of personal data which are transferred or stored by the Controller through the digital indoor mapping solution provided by the processor. Consequently, the controller shall be solely responsible for any processing of sensitive data performed by controller or its clients within the indoor mapping solution provided by the processor and controller shall implement appropriate measures to avoid such processing from taking place.

If irrespectively hereof, the controller of the intended use, envisages to utilize the digital indoor mapping solution for a processing of sensitive data, the controller shall notify the processor hereof in advance. If the notified processing of sensitive data falls outside the Master Agreement and/or the processor considers that such processing cannot be performed under the frame of the Master Agreement in compliance with Regulation (EU) 2016/679, the processor shall be entitled to refuse and effectively prevent such processing.

### **7.6. Documentation and compliance**

The Parties shall be able to demonstrate compliance with these Clauses.

- (a) The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.
- (b) The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725. At the controller's request and cost, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.
- (c) The controller may at its own cost choose to conduct the audit by itself or mandate an independent and unbiased auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.

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- (d) The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

### **7.7. Use of sub-processors**

- (a) The processor has the controller's general authorisation for the engagement of sub-processors from an agreed list. The processor shall specifically inform in writing the controller of any intended changes of that list through the addition or replacement of sub-processors at least 30 days' notice in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The processor shall provide the controller with the information necessary to enable the controller to exercise the right to object.
- (b) Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller), it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The processor shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- (c) At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secrets or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing the copy.
- (d) The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub-processor to fulfill its contractual obligations.
- (e) The processor shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law or has become insolvent - the controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

### **7.8. International transfers**

- (a) Any transfer of data to a third country or an international organization by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfill a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725.
- (b) The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7. for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679, provided the

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conditions for the use of those standard contractual clauses are met.

### *Clause 8*

#### ***Assistance to the controller***

- (a) The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorized to do so by the controller.
- (b) The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), the processor shall comply with the controller's instructions. Unless the assistance is directly due to the processor's breach of contract or negligence, the processor shall be entitled to a time-based remuneration for assistance extended to the controller under the agreement.
- (c) In addition to the processor's obligation to assist the controller pursuant to Clause 8(b), the processor shall furthermore, at the controller's costs assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:
  - (1) the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
  - (2) the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;
  - (3) the obligation to ensure that personal data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated;
  - (4) the obligations in Article 32 of Regulation (EU) 2016/679/.
- (d) The Parties shall set out in Annex III the appropriate technical and organizational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.
- (e) Whenever the processor is requested to provide its assistance under the Agreement, the processor shall be entitled to charge its ordinary hourly rate for providing such assistances, cf. Annex II.

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### Clause 9

#### **Notification of personal data breach**

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 of Regulation (EU) 2016/679 or under Articles 34 and 35 of Regulation (EU) 2018/1725, where applicable, taking into account the nature of processing and the information available to the processor.

#### **9.1 Data breach concerning data processed by the controller**

In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:

- (a) in notifying the personal data breach to the competent supervisory authority/ies, without undue delay after the controller has become aware of it, where relevant/(unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);
- (b) in obtaining the following information which, pursuant to Article 33(3) of Regulation (EU) 2016/679 shall be stated in the controller's notification, and must at least include:
  - (1) the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
  - (2) the likely consequences of the personal data breach;
  - (3) the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- (c) in complying, pursuant to Article 35 of Regulation (EU) 2018/1725, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

#### **9.2 Data breach concerning data processed by the processor**

In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor having become aware of the breach. Such notification shall contain, at least:

- (a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
- (b) the details of a contact point where more information concerning the personal data breach can be obtained;



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- (c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

### SECTION III

#### FINAL PROVISIONS

##### *Clause 10*

##### ***Non-compliance with the Clauses and termination***

- (a) Without prejudice to any provisions of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.
- (b) The controller shall be entitled to terminate the Master Agreement insofar as it concerns processing of personal data in accordance with these Clauses if:
  - (1) the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;
  - (2) the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725;
  - (3) the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- (c) The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.
- (d) Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or return all the personal data to the controller and delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.



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### *Clause 11*

#### **Various**

- (a) The Parties' liability under the Agreement is limited to direct damages and in no event is a party liable for any financial losses, loss of profits, loss of business or any indirect damage or loss. The maximum aggregate liability of either Party under the Agreement shall in no event exceed an amount equal to the revenue received for the services provided under the Master Agreement in the calendar month preceding the month in which the breach occurred or an amount of USD 5,000 whichever is lowest.
- (b) Unless indispensably governed by (EU) 2016/679 and/or Regulation (EU) 2018/1725, the Agreement shall be governed by, construed, and enforced solely and exclusively by Danish law including its procedural rules governing the choice of law and venue.
- (c) Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity, or termination, shall be settled by the laws of the State of Texas without regard to the conflict of law provisions of any state or jurisdiction. Any action related to this agreement shall be brought in the state or federal courts located in Austin, Texas and Customer hereby submits to the exclusive jurisdiction of such courts.
- (d) The Parties undertake to maintain in confidence any confidential information and undertake not to use the confidential information received from the other party under or in connection with the Agreement for any other purpose than directly for the fulfillment of the Agreement. The recipient party undertakes not to disclose nor cause the confidential information to be disclosed in whole or in part, whether directly or indirectly, except (i) to employees or representatives who have a need to know, (ii) as permitted under this Agreement, (iii) compelled by law or a competent regulatory authority, or (iv) if approved by the disclosing party. If a party is compelled by law or a competent regulatory authority to make such an announcement, or to disclose confidential information, that party shall first notify the other party.

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### ANNEX I

#### List of parties

##### Controller(s):

1. Name:   
Business Identification Number:   
Address:   
Contact person's:  
    Name:   
    Position:   
    Contact details:   
Signature and accession date:  
  

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##### Processor(s):

1. Name: MapsPeople A/S  
Business Identification Number: CVR. no. 84059528  
Address: Stigsborgvej 60, 9400 Nørresundby, Denmark  
Contact person's:  
    Name: Rasmus Steenberg Andersen  
    Position: CIO  
    Contact details: rsa@mapspeople.com or +45 5374 0917  
Signature and accession date:  
  

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### ANNEX II

#### Description of the processing

Processing of The Customer's personal data shall take place in accordance with the purpose in the Master Agreement. MapsPeople may not use the personal data for other purposes.

#### A. Categories of data subjects whose personal data is processed

- End users of the Customer's services involving MapsIndoors.
- Private persons and professionals within the facilities covered by the MapsIndoors solutions provided to the Customer and who have signed up for these services.

#### B. Categories of personal data processed

- When the MapsIndoors is applied: names, titles, contact information, whereabouts, locations, and other non-sensitive data about the Data Subjects within the area covered by MapsIndoors.
- When data integrations are applied: username and password if authentication is needed (e.g. to manage room bookings).
- The processing will not extend to sensitive data.

#### C. Nature of the processing

- Storing of personal data about the Customer's end users and other data subjects. The storage of data will be carried out in third-party data processing centers and will secure the Customer with access hereto.
- Debugging of MapsIndoors services, detection and management of abuse of the platform, and providing technical support to the Customer.
- Processing of the personal data may be performed at the following locations:
  - MapsPeople A/S, Stigsborgvej 60, 9400 Nørresundby, Denmark;
  - MapsPeople Inc., 7800 Shoal Creek, Ste N-110, Austin, TX 78757, United States ;
  - The approved location(s) of the sub-processor(s) as identified in Annex IV.

#### D. Purpose(s) for which the personal data is processed on behalf of the controller

- To enable the Customer's use of the digital platform for indoor mapping (MapsIndoors) which is developed, owned and managed by MapsPeople in order to provide indoor mapping services for the Customer's end users, and to access usage data hereof.

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- To enable MapsPeople's delivery to the Customer of a functional digital platform as described in the Master Agreement, including but not limited to performing debugging of MapsIndoors services, detecting and managing abuse of the platform, and providing technical support to the Customer.

### **E. Duration of the processing**

Until the Master Agreement is terminated and as long as MapsPeople is processing the personal data on behalf of the Customer, including the data storage. As per the Master Agreement, Personal Data will be deleted after a 30 days' grace period (unless a shorter period is agreed) and purged from backups after 90 days. Personal data deleted via CMS or MapsIndoors APIs is purged from backups after 90 days.

### **F. Payment for assistance under the Agreement**

Whenever MapsPeople is requested to perform services or assistance under the Agreement, and whenever the Agreement refers to "costs" which are to be covered by the controller, MapsPeople shall be entitled to charge the Customer for this assistance with an hourly rate of USD 150.

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### *ANNEX III*

#### **Technical and organizational measures including technical and organizational measures to ensure the security of the data**

MapsPeople has implemented the following main security measures:

- All data transfers to and from the MapsIndoors platform are SSL encrypted.
- Performance of an annual penetration test.
- Performance of regular testing of the system integrity by online tools.
- Monitoring of system uptime and response times.
- Data backup performed daily. Restoring data is possible within reasonable time.
- Performance of annual GDPR compliance review.
- Performance of annual review of business continuity plan.
- Access control across systems in MapsPeople: Access to personal data requires login clearance by using username and password and editor privileges are only granted to MapsIndoors administrator(s).
- Access to personal data requires a 24-bit randomly generated API key.
- Encryption tools applied by Sub-Processors.
- Access to MapsPeople's servers is governed by security procedures and requires access codes.
- General data security systems and processes are implemented. The policy set up requirements for employees and agents of MapsPeople, which include among other policies, that personal data may not be removed from the facilities of MapsPeople and that remote working by employees and agents is only possible/permissible by using encrypted connections.
- All staff undertake confidentiality obligations.
- Access and/or changes to data on the MapsIndoors platform is logged.

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### ANNEX IV

#### List of sub-processors

##### MapsPeople's use of Sub-Processors

At the time of entering into the Agreement, the Customer has authorized the use of the following sub-processor(s):

Name	Reg. no.	Address	Description of processing
<b>Google Ireland Ltd</b>	IE 6388047V	Gordon House Barrow Street Dublin 4, D04E5W5 Ireland	Storage at server facilities located in the EU/EEA.

As for MapsPeople's right to replace or include new sub-processors, reference is made to section 7.7 above.