SaaS SUBSCRIPTION AGREEMENT

(Software As A Service)

THIS SUBSCRIPTION AGREEMENT (THIS "AGREEMENT") GOVERNS CUSTOMER'S PURCHASE AND USE OF TECHNIA SaaS SERVICES. BY ACCEPTING THIS AGREEMENT BY (1) CLICKING A BOX INDICATING ACCEPTANCE, OR (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT.

1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"**Agreement**" means this document, appendices, offers and/or order confirmations issued by TECHNIA and accepted by Customer constitutes the agreement between the parties (collectively the "Agreement").

"**Customer**" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"**Documentation**" means any user guide(s), policies, and related documents provided by TECHNIA, by publishing on-line or otherwise, relating to the Services as same may be updated from time-to-time.

"**Non-TECHNIA Application**" means a Web-based, mobile, offline or other software application that interoperates with the Service, that is provided by Customer or a third party.

"**Order Form**" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and TECHNIA or any of their respective Affiliates, including any addenda and supplements thereto. By entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement, and likewise, each Order Form is hereby incorporated under this Agreement.

"**Permitted User**" means an individual who is authorized by Customer to use a Service in accordance and compliance with the terms of this Agreement.

"Service(s)" stands for software as a service, which means software is hosted by a TECHNIA and delivered to customers over the internet as a service.

"**Service Software**" means the object code version of any software to which Customer is provided access as part of the Services, including any updates or new versions.

"**TECHNIA**" means TECHNIA AB, a Swedish company and any Affiliate thereof entering into an Order Form with Customer or otherwise provided services hereunder.

2. SUBSCRIPTION LICENSE CHARGE

2.1. The Subscription Charge ("SC") is a recurring fee for the temporary right to use the Services including support services in accordance with Section 3 of this Agreement. The SC shall include a subscription period term and shall automatically renew for subsequent subscription terms, unless terminated in accordance with the Section 12. The SC shall be invoiced in advance and immediately due at the beginning of each subscription period. Unless otherwise agreed by the parties, the subscription term becomes effective on the day of order confirmation by TECHNIA.

2.2.   Subject to the terms and conditions in this Agreement, TECHNIA grants Customer a nonexclusive, non- transferable and non-assignable, limited subscription license to access and use the Services (the "Services License"). Customer acknowledges that this Agreement is a services agreement and TECHNIA will not be delivering copies of the Services software to Customer as part of the Services.

2.3.   Subject to the terms and conditions in this Agreement, Customer grants TECHNIA, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-TECHNIA Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for TECHNIA to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement; Customer hereby represents and warrants to TECHNIA that it has all rights necessary to grant the foregoing license. If Customer chooses to use a Non-TECHNIA Application with the Services, Customer grants TECHNIA permission to allow the Non-TECHNIA Application and its provider to access Customer Data and information about Customer's usage of the Non-TECHNIA Application as appropriate for the interoperation of that Non-TECHNIA Application with the Service. Subject to the limited licenses granted herein, TECHNIA acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-TECHNIA Application or such program code.

For adequate consideration hereby acknowledged by the parties, Customer hereby grants to TECHNIA and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services and products any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of TECHNIA's or its Affiliates' services or products.

2.4.   The Services License is in all cases solely granted

a. within the scope of, and subject to the terms set out in this Agreement,
b. for the specific number of Permitted Users, target environments and service data repositories, as set out in the Customer Agreement,
c. for internal business purposes only, and
d. during the term of the Agreement.

Customer will not: (a) make any Service available to anyone other than Permitted Users, or use any Service for the benefit of anyone other than Customer and its Affiliates, unless expressly stated otherwise in an Order Form, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service or Non-TECHNIA Application in association with a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-TECHNIA Application in association with a Service to store or transmit code, files, scripts, agents or programs capable of inflicting harm or causing disruption, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) access the Services for purposes of monitoring their availability, any vulnerability, performance or functionality, or for any other benchmarking or competitive purposes, (h) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access or use any of TECHNIA intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (i) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, and/or (j) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, and/or (k) disassemble, reverse engineer, or decompile a Service or Services Software or access it to (1) build a competitive product or service, (2) build a

product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

2.5. The Services may only be used by Permitted Users; Customer assumes full liability for their use of the Services.

Customer shall: (a) be responsible for Permitted Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of any electronic data and information submitted by or for Customer through the Services (collectively, "Customer Data"), the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-TECHNIA Applications with which Customer uses the Services, (c) be responsible for any unauthorized access to or use of the Services, and notify TECHNIA promptly of any such unauthorized access or use and/or any suspected attempted unauthorized access of the Services, (d) use Services only in accordance with this Agreement and applicable laws and government regulations, and (e) comply with terms of service of any Non-TECHNIA Applications with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or Permitted Users may result in TECHNIA's immediate suspension of the Services, however TECHNIA will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3. SUBSCRIPTION, SUPPORT & SERVICE LEVEL AGREEMENT (SLA)

3.1. The Services License includes free updates and new software versions and releases of Services Software and any Documentation generally made available to customers by TECHNIA. Typically, there are planned feature updates rolled out every 11th week and hotfix releases rolled out on need basis.

3.2. Subscription also includes fixes and improvement to the supported and built-in target platform configurations. Any such new updates may be made available at any time.

3.3. Subscription also includes general support in accordance with the support terms described in Support Services.

3.4. Subject to the terms of this Agreement, TECHNIA shall use commercially reasonable effort to:

a. maintain the security of the Services in accordance with the Security Statement (Appendix D);
b. provide regular (daily) backups for the customer data; and
c. make the Service generally available at least 99.5% of the time per month, except for Excused Downtime (as defined below.)

"Excused Downtime" means:

(i) planned downtime as notified to Customer, for updates, maintenance, etc., and

(ii) downtime caused by circumstances beyond TECHNIA's reasonable control, including without limitation, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, telecommunications or network failures or delays, computer or other hardware failures involving hardware or software not within TECHNIA possession or reasonable control, and acts of vandalism (including network intrusions and denial of service attacks), and other circumstances outside the reasonable control of TECHNIA. Customer is solely responsible for providing, at its own expense, all network access to the Services, including, without limitation, acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use the Services.

3.5. TECHNIA WARRANTS THAT THE SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE APPLICABLE DOCUMENTATION, SUBJECT TO THE TERMS AND LIMITATIONS SET FORTH HEREIN. TECHNIA DOES NOT GUARANTEE THAT THE SERVICES WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT TECHNIA WILL CORRECT ALL SERVICE ERRORS. CUSTOMER ACKNOWLEDGES THAT TECHNIA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TECHNIA MAKES NO WARRANTY OR GUARANTEE THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL TECHNIA BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

4. RESTRICTED USE OF THE SERVICES

4.1. Customer shall only use the Services for the agreed and intended use and in accordance with applicable laws and regulations and any documentation and other instructions from TECHNIA.

4.2. Customer shall not use or permit or encourage a third party to use the Services in violation of this Agreement and shall be liable for any use of the Services by or through Customer, nor shall Customer copy, reproduce, translate, decompile, repair, reverse engineer or modify the Services Software, or otherwise attempt to derive the source code of the Services Software.

4.3. The number of permitted users, target environments and service data repositories agreed in Customer Agreement may never be exceeded. Customer shall immediately report to TECHNIA if Customer needs to expand the number of permitted users, target environments or service data repositories.

4.4. If Customer wishes to increase the number of permitted users, target environments or service data repositories, Customer's Subscription Administrator must submit a new order to TECHNIA. Upon TECHNIA approval of the order form, TECHNIA shall extend the Services License to the authorized number of permitted users, target environments or service data repositories according to the new order. Customer shall be responsible for any additional fees for additional permitted users, target environments or service data repositories from the agreed activation date and the extension has been made available by TECHNIA. The increased number of subscriptions shall be effective on 1st day of the subsequent month and it will last until the end of the term of the current Service License.

4.5. If Customer wishes to reduce the number of permitted users, target environments or service data repositories, Customer's Subscription Administrator must submit a new order to TECHNIA. Upon TECHNIA approval of the order form and subject to any minimum commitments agreed in the Customer Agreement, TECHNIA shall reduce the Services License to the desired number of permitted users, target environments or service data repositories, according to the new order. The reduction will be made effective from the start of the subsequent subscription period. The Services License reduction request must be received by TECHNIA no less than 60 days prior to activation anniversary date.

If Customer receives notice from TECHNIA or any other third-party that any Customer content or Non-TECHNIA Application must be removed, modified and/or disabled to avoid violating applicable law or third-party rights, Customer will promptly do so. If requested by TECHNIA, Customer shall confirm such deletion and discontinuance of use in writing and TECHNIA shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. If Customer does not take required action in accordance with the above, or if in

TECHNIA's judgment continued violation is likely to reoccur, TECHNIA may disable the impacted Service and/or Non-TECHNIA Application. In addition, if TECHNIA is required by any third-party rights holder to remove content, TECHNIA may discontinue Customer's access to said content through the Services.

5. FEES & PAYMENTS

5.1. Customer shall pay TECHNIA the fees, charges and other amounts specified in the Customer Agreement.

The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

Except as otherwise specified herein or in an Order Form, (i) fees are based on Services subscriptions purchased and not actual usage, and (ii) payment obligations are non-cancellable and fees paid are non-refundable.

5.2. Any prices are exclusive of VAT and other applicable taxes and duties (which shall be paid by Customer in the manner and at the rate prescribed by law.)

5.3. TECHNIA reserves the right to make adjustments to the Service, including pricing, upon each renewal. TECHNIA shall provide Customer at least 30 day's prior notice of any proposed pricing changes or material modifications to the Services.

5.4. Payment shall be made within thirty (30) days of the date of invoice. In case of late payment, TECHNIA may, without prejudice to any other right or remedy available to TECHNIA, charge interest on the unpaid amount in accordance with the applicable statutory rate and receive reimbursement for costs of collection, including without limitations, reasonable legal fees. TECHNIA shall also have the right to:

a. Suspend or terminate Customer's access to the Services,
b. terminate the Agreement for cause, or treat the Agreement as having been wrongfully terminated by Customer, and/or
c. claim compensation for any loss or damage of any kind due to such late payment and/or termination of Agreement.

6. CUSTOMER DATA

6.1. TECHNIA does not own any electronic data or information contained in any database, template or other similar documents submitted by Customer through the Service ("Customer Data"). Customer, not TECHNIA, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and TECHNIA shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

TECHNIA will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data.

6.2. The Services may entail that TECHNIA process personal data as described in the Customer Agreement, as a data processor, on behalf of Customer, as a data controller. This is further described in the Data Processing Agreement and Privacy Policy & Security Statement as defined in respective appendices, which are hereby incorporated into this Agreement by this reference.

6.3. Customer agrees and acknowledges that since the Services are provided to Customer by TECHNIA, the data processing agreement is entered into with TECHNIA as data processor.

6.4. In connection with any personal data that is submitted to the Services, Customer warrants that Customer owns or has the necessary licenses, rights, consents, and permissions to use any and all personal data to enable inclusion and use of the personal data in the manner contemplated by the Services.

6.5. Notwithstanding the above, Customer agrees that TECHNIA may collect and use technical information (activity, feature, and usage pattern) gathered from Customer and/or its users in order to facilitate and improve the functionality and identify support needs of the Services as well as improve the Services.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Subject to the limited rights expressly granted hereunder, TECHNIA, on its own behalf and on behalf of its Affiliates and any licensor(s) thereof, reserves all rights, title and interests in and to the Services and Services Software, including all related intellectual property rights. No rights are granted to Customer hereunder other than per the Services License.

7.2. Unauthorized use of the Services constitutes unlawful infringement of intellectual property rights and may lead to liability for damages and other remedies in accordance with applicable law and this Agreement.

8. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

8.1. TECHNIA undertakes to defend, indemnify and hold harmless Customer from and against any and all damages, costs and expenses payable by Customer as a result of any third-party claim, suit or proceeding brought against Customer based on the allegation that Customer's use of the Services (so long as in full compliance with the terms of this Agreement) constitutes an infringement of any third-party intellectual property rights; provided that (i) TECHNIA has been notified in writing and without undue delay of such claim, suit or proceeding, and (ii) TECHNIA is given authority, reasonable information, and assistance (to a reasonable extent by Customer and at TECHNIA's expense) to settle the claim and control the defense of any suit or proceeding.

8.2. If the Services become, or in TECHNIA opinion is likely to become, the subject of any such claim, suit or proceeding, TECHNIA may, at its sole discretion and expense:

a. procure for Customer the right to continue to use the Services in accordance with the Agreement; and/or
b. replace the allegedly infringing parts of the Services with non-infringing functional equivalents; and/or
c. modify the Services so that they become non-infringing without detracting from function or performance; or
d. if in TECHNIA's opinion none of the options set out above are commercially feasible, terminate the Agreement and refund Customer for any pre-paid amounts.

8.3. TECHNIA shall have no obligations under this Section (Infringement of Intellectual Property Rights) to the extent a claim is caused by, or results from:

a. Customer's combination or use of the Services with software, services, or products developed by Customer or a third party(ies);
b. modification of the Services or Services Software by anyone other than TECHNIA;

c. Customer's continued use of the allegedly infringing activity after being notified thereof or after being provided modifications or replacements that would have avoided the alleged infringement;

d. Customer's use of the Services in a manner not in accordance with the Agreement or TECHNIA written instructions; and/or

e. an allegation not stating with specificity that the Services are the basis thereof.

8.4.   Customer shall indemnify, defend and hold harmless TECHNIA and its Affiliates from and against any and all damages, costs and expenses (including reasonable fees of attorneys and other professionals) incurred as a result of any claim, suit or proceeding brought against TECHNIA or an Affiliate of TECHNIA based on the allegation falling under clause 8.3 immediately above.

9. CONFIDENTIALITY

9.1.   The content of the Agreement shall at all times be kept strictly confidential by Customer and not be disclosed to any third party without the prior written consent of TECHNIA (such consent not to be unreasonable withheld).

9.2.   All information, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a party, any of its Affiliates or to any of their affairs or other business matters, shall at all times be kept strictly confidential and not be used for any other purpose than the performance or enforcement of the Agreement.

9.3.   The restrictions in clause 9.1 and 9.2, respectively, shall not apply to information:

a. that was already known to the receiving party or otherwise in its possession prior to the time of its disclosure, without any obligation of confidentiality; or

b. that was obtained by the receiving party in good faith without restriction from a third party; or

c. become public knowledge without any wrongful disclosure by receiving party.

9.4.   The party using or disclosing any information or documentations with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.

10. LIMITATION OF LIABILITY

10.1.   CUSTOMER AGREES THAT TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW NEITHER TECHNIA NOR ANY AFFILIATE OF TECHNIA SHALL BE RESPONSIBLE TO CUSTOMER, AND CUSTOMER WAIVES ANY RIGHTS OR RECOURSE AGAINST TECHNIA OR ANY AFFILIATE THEREOF FOR ANY LOSS OF INFORMATION, LOSS-OF-PROFIT, BUSINESS INTERRUPTIONS, DOWNTIME, COST OF COVER, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, CUSTOMER'S USE OF ANY WORK PRODUCT OR DOCUMENTATION, REGARDLESS OF WHETHER TECHNIA OR AN AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TECHNIA TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE LESSER OF: (i) THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, AND (ii) 100,000€. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

10.2. Any claim for compensation of any kind towards TECHNIA shall be notified to TECHNIA without undue delay and at latest three (3) months after the relevant Service was delivered by or from TECHNIA, unless a specific warranty given prescribe a longer period.

10.3. The limitations of liability set forth herein do not apply in case of willful misconduct or gross negligence.

11. FORCE MAJEURE

11.1. If and to the extent that either Party's performance of its obligations under the Agreement is impeded or made unreasonably onerous by circumstances beyond its reasonable control that it could not reasonably expected to have taken into account at the time the Agreement was entered into, or to have avoided or overcome the effects of, such Party shall be released from liability in damages and any other penalties for delay in performing or failure to perform such obligations. Upon the occurrence of a force majeure event, the Party unable to perform shall, if and as soon as possible, provide written notice to the other Party indicating that a force majeure event has occurred and detailing how such force majeure event impacts the performance of its obligations. Each Party will maintain during the Term, appropriate business continuity and disaster recovery plans, procedures, facilities and equipment to restore operation of their respective properties and services within a reasonable period of time under the circumstances.

12. TERMINATION

12.1. Subject to any agreed minimum subscription periods for the services set out in the Customer Agreement, the Agreement is valid until it is terminated by one of the parties without reason and with reason with 30 days' written notification. The termination becomes effective at the end of the period the termination is made.

12.2. Upon the termination of this Agreement for any reason:

a. any amounts owed to TECHNIA under this Agreement before such termination will become immediately due and payable; and
b. each party will destroy/delete or return to the other all confidential of the other party in its possession or control (as directed by the disclosing party.) Customer's access to the Services and the Services License will cease as of termination date. Customer agrees and accepts that TECHNIA will delete the Customer Data upon termination. Prior to termination, Customer may request TECHNIA to make available such Customer Data in an agreed format on a time and material basis within a retention period of 30 days from termination date.

12.3. Notwithstanding termination or expiry of this Agreement, the rights and duties of the parties under Sections 6, 7, 8, 9, 10, 11, 12 and 13 will survive the termination or expiration of this Agreement.

13. DISPUTES & GOVERNING LAW

13.1. Any dispute, controversy or claim arising out of, or in connection with, the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitration proceeding shall be English (unless otherwise is agreed by the disputing Parties).

13.2. All arbitral proceeding conducted pursuant to clause 13.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceeding shall be kept strictly confidential and may not be used for any other purpose than

these proceedings or the enforcement of any such decision or award, nor be disclosed to any third part without the prior written consent of the party which the information relates.

13.3.   Notwithstanding the foregoing, TECHNIA may take any legal action necessary at any court of competent jurisdiction in Customer's country of residence for collection of delayed payments. The parties do hereby accept that the jurisdiction of such court shall apply for such purpose.

13.4.   The Agreement, including this clause 13, shall be governed by and construed in accordance with Swedish law.

14. MISCELLANEOUS

14.1.   Customer may not assign any of its rights or obligations under the Agreement without TECHNIA prior written consent.

14.2.   TECHNIA is entitled to sub-contract a third party to perform any of its obligations under the Agreement without Customer's consent.

14.3.   Changes and additions to the Agreement must be in writing and duly executed by the parties.

14.4.   This Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity

14.5.   All correspondence and notifications pursuant to the Agreement shall be in writing.

14.6.   If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

14.7.   No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute and deliver this Agreement as of the date first set forth above.

CUSTOMER   **TECHNIA**

By: By:
....
       (Authorized Representative)   (Authorized Representative)
Name: Name:
....
       (Type or Print)   (Type or Print)
Title: Title:
....

Date: Date:
....

15. APPENDIX A - DATA PROCESSING AGREEMENT

15.1. Purpose of this data processing agreement

a. This Agreement (the "Data Processing Agreement") sets out the Parties' rights and obligations when the Data Processor processes personal data on behalf of the Data Controller, as part of the services delivered under the agreement entered into between TECHNIA and Customer (the "Agreement").

b. This Data Processing Agreement is entered into and accepted as part of the Agreement.

c. This Data Processing Agreement is based on General Data Protection Regulation (GDPR) – Official Legal Text (gdpr-info.eu) and is an integrated part of the Agreement. The purpose of the Data Processing Agreement is to ensure that the Parties comply with the Applicable Privacy Policy.

d. In the event of conflict between the terms of the Agreement and the Data Processing Agreement, the terms of the Data Processing Agreement will take precedence regarding matters specifically related to the processing of personal data.

e. Section 15.17 of The Data Processing Agreement includes a detailed description of the processing that is to take place, as well as the purpose of processing, categories of personal data and data subjects. The Parties' designated contact persons are specified in the Agreement.

f. Section 15.18 of The Data Processing Agreement includes conditions for the use of Subprocessors, as well as a list of approved Subprocessors.

g. Section 15.19 of the Data Processing Agreement contains specific instructions for the processing of personal data under the Agreement, including security measures and the Data Controller's right of access to and audit of the Data Processor and any Subprocessors, as well as sector-specific provisions concerning the processing of personal data.

15.2. Definitions

a. Applicable Privacy Policy. The applicable versions of the EU's General Data Protection Regulation (2016/679) ("GDPR") with related regulations etc., and any other relevant legislation concerning the processing and protection of personal data, as specified in Section 15.19.

b. Agreement. One or more agreements between the Data Controller and the Data Processor concerning the provision of services which entail the processing of personal data, as specified in Section 15.17. The Data Processing Agreement may apply to several underlying agreements.

c. Subprocessor. A company or person used by the Data Processor as a subcontractor for the processing of personal data under the Agreement. Article 4 of GDPR will apply to privacy policy terms not defined in this agreement.

15.3. Rights and obligations of the data controller

a. The Data Controller is responsible for the processing of personal data in accordance with the Applicable Privacy Policy. The Data Controller must specifically ensure that:

b. the processing of personal data is for a specified and explicit purpose and is based on valid legal grounds

   i. the data subjects have received the necessary information concerning the processing of the personal data

   ii. the Data Controller has carried out adequate risk assessments;

iii. and the Data Processor has at all times, adequate instructions and information to fulfill its obligations under the Data Processing Agreement and the Applicable Privacy Policy

15.4. Instructions from the data controller to the data processor

a. The Data Processor shall process the personal data in accordance with the Applicable Privacy Policy and the Data Controller's documented instructions, cf. section 4.2. If other processing is necessary to fulfill obligations to which the Data Processor is subject under applicable law, the Data Processor must notify the Data Controller to the extent this is permitted by law, cf. Article 28 (3) (a) of GDPR.

b. The Data Controller's instructions are stated in the Data Processing Agreement The Data Processor must notify the Data Controller immediately if the Data Processor believes the instructions conflict with the Applicable Privacy Policy, cf. Article 28 (3) (h) of GDPR.

c. The Data Processor must be notified in writing of any requested changes to the instructions in the Data Processing Agreement, and changes must be implemented by the Data Processor by the date agreed between the Parties or. The Data Processor may require the Data Controller to pay documented costs accrued in connection with the implementation of such changes, or the proportional adjustment of the remuneration under the Agreement if the amended instructions entail additional costs for the Data Processor. The same applies to additional costs that accrue due to changes in the Applicable Privacy Policy which concern the activities of the Data Controller.

15.5. Confidentiality & duty of secrecy

a. The Data Processor must ensure that employees and other parties who have access to personal data are authorized to process personal data on behalf of the Data Processor. If such authorization expires or is withdrawn, access to the personal data must cease without undue delay.

b. The Data Processor shall only authorize persons who need access to the personal data in order to fulfill their obligations under the Agreement, the Data Processing Agreement and any other processing that is necessary to fulfill obligations to which the Data Processor is subject, in accordance with applicable law, see section 4.1, last sentence.

c. The Data Processor must ensure that persons authorized to process personal data on behalf of the Data Controller are subject to obligations of confidentiality either by agreement or applicable law. The obligations of confidentiality shall survive the duration of the Data Processing Agreement and/or employment relationship.

d. At the request of the Data Controller, the Data Processor shall document that the relevant persons are subject to said obligations of confidentiality see section 5.3.

e. Upon the expiry of the Data Processing Agreement, the Data Processor is required to discontinue all access to personal data that is processed under the agreement.

15.6. Assistance to the data controller

a. When requested, the Data Processor shall as reasonably requested assist the Data Controller with the fulfillment of the rights of the data subjects under Chapter III of the GDPR through appropriate technical or organizational measures. The obligation to assist the Data Controller solely applies insofar as this is possible and appropriate, taking into consideration the nature and extent of the processing of personal data under the Agreement.

b. Without undue delay, the Data Processor shall forward all inquiries that the Data Processor may receive from the data subject concerning the rights of said data subject under the Applicable Privacy Policy to the Data Controller. Such inquiries may only be

answered by the Data Processor when this has been approved in writing by the Data Controller.

c. The Data Processor must assist the Data Controller as reasonably requested in ensuring compliance with the obligations pursuant to Articles 32-36 of GDPR, including providing assistance with personal data impact assessments and prior consultations with the Data Protection Authorities, in view of the nature and extent of the processing of personal data under the Agreement.

d. If the Data Processor, at the reasonable request of the Data Controller, provides assistance as described in sections 6.1 or 6.3, and the assistance goes beyond what is necessary for the Data Processor to fulfill its own obligations under the Applicable Privacy Policy, the Data Processor will be reimbursed in accordance with the price provisions of the Agreement.

15.7. Security of processing

a. The Data Processor shall implement the appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The Data Processor must, as a minimum, apply the measures specified in Section 15.19 of the Data Processing Agreement.

b. The Data Processor shall carry out risk assessments to ensure that an appropriate security level is maintained at all times. The Data Processor must ensure regular testing, analysis and assessment of the security measures, in particular with regard to ensuring sustained confidentiality, integrity, availability and robustness in processing systems and services, and the ability to quickly restore the availability of personal data in the event of an incident.

c. The Data Processor must document the risk assessment and security measures, and make them available to the Data Controller on request, and also allow for the audits agreed between the Parties, cf. section 11 of the Data Processing Agreement.

15.8. Notification of breach of personal data security

a. In case of a personal data breach, the Data Processor shall without undue delay, notify the Data Controller in writing of the breach, and in addition provide the assistance and information necessary for the Data Controller to be able to report the breach to the supervisory authorities in line with the Applicable Privacy Policy.

b. Notification in accordance with section 8 must be given to the Data Controller's point of contact specified in the Agreement, and must:

   i. describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned, and the categories of and approximate number of personal data records concerned

   ii. state the name and contact details of the data protection officer or other contact point from where more information can be obtained

   iii. describe the likely consequences of the personal data breach; and

   iv. describe the measures taken or proposed by the Data Controller to address the breach, including where appropriate, measures to mitigate possible adverse effects. If necessary, information may be given in phases without any further undue delay.

c. The Data Processor shall implement all necessary measures that may reasonably be required to rectify and avoid similar personal data breaches. As far as possible, the Data

Processor must consult the Data Controller concerning the measures to be taken, including assessment of any measures proposed by the Data Controller.

d. The Data Controller is responsible for notifying the Data Protection Authority and the data subjects affected by the personal data breach. The Data Processor may not inform third parties of any breach of personal data security unless otherwise required under applicable law or in accordance with the express written instructions of the Data Controller.

15.9. Use of Subprocessor

a. The Data Processor may only use Subprocessors with the prior general or specific written authorization of the Data Controller, in accordance with Section 15.18 of the Data Processing Agreement. For an overview of approved Subprocessors, see Section 15.18 of the Data Processing Agreement. The Data Controller hereby grants the Data Processor with a general authorization to engage Subprocessors.

b. If a Data Processor engages a Subprocessor for carrying out specific processing activities on behalf of the Data Controller, the same data protection obligations as set out in this Data Processing Agreement shall be imposed on the Subprocessor by way of written agreement. See section 9.7 concerning the use of standard third-party services.

c. The Data Processor may only engage Subprocessors who provide appropriate technical and organizational measures to ensure that the processing fulfills the requirements in accordance with the Applicable Privacy Policy. The Data Processor must use reasonable efforts to assess and verify that satisfactory measures have been taken by the Subprocessors. Upon request, the Data Processor must be able to submit reports from such assessments to the Data Controller.

d. The Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of Subprocessors, thereby giving the Data Controller the opportunity to object to such changes. Such objection shall be made in writing and within thirty (30) calendar days after the Data Processor has informed the Data Controller about the intended changes. If the Data Controller objects to changes in the use of Subprocessors, the Data Controller may, as a sole remedy, terminate the Agreement (and therefore this Data Processing Agreement) pursuant to Section 12 of the Agreement.

e. The Data Processor is obligated, on request, to disclose agreements with Subprocessors to the Data Controller. This solely applies to the parts of the agreement that are relevant to the processing of personal data, and subject to any statutory or regulatory limitations. Commercial terms and conditions are not required to be submitted.

f. If the Data processor uses a subcontractor that provides standardized third-party services, the Parties may agree that the subcontractor's standard data processing agreement will be used and applied directly to the Data Controller as in a direct data processing relationship (i.e. not as a Subprocessor) under the following terms:

   i. The Data Controller must expressly accept under the Agreement that the standardized third-party services are provided on the subcontractor's standard terms

   ii. The Data processor must follow up on the standard terms on behalf of the Data Controller

   iii. The standard terms must fulfill the requirements in the Applicable Privacy Policy.

g. The Data Processor must follow up the data processing agreement with the subcontractor on behalf of the Data Controller, unless otherwise agreed in each individual case.

15.10. Transfer of personal data to countries outside of the EEA

a. Personal data may only be transferred to a country outside the EEA ('Third country') or to an international organization if the Data Controller has approved such transfer in writing and the terms in section 10.3 are fulfilled. Transfer includes, but is not limited to:

  i. processing of personal data in data centers, etc. located in a Third Country, or by personnel located in a Third Country (by remote access)

assigning the processing of personal data to a Subprocessor in a Third State; or

disclosing the personal data to a Data Controller in a Third Country, or in an international organization.

b. The Data Processor may nonetheless transfer personal data if this is required by applicable law in the EEA area. In such cases, the Data Processor must notify the Data Controller, to the extent permitted by law.
c. Transfer to Third Countries or international organizations may only take place if there are the necessary guarantees of an adequate level of data protection in accordance with the Applicable Privacy Policy. Unless otherwise agreed between the Parties, such transfer may only take place on the following grounds:

  i. a decision of the European Commission concerning an adequate level of protection in accordance with Article 45 of GDPR; or

  ii. a Data Processing Agreement which incorporates standard personal data protection provisions as specified in Article 46 (2) (c) or (d) of the GDPR (EU model clauses); or

  iii. binding corporate rules in accordance with Article 47 of GDPR.

d. Any approval by the Data Controller for the transfer of personal data to a Third Country or international organization must be stated in Section 15.18 of the Data Processing Agreement.

15.11. Audit

a. Upon reasonable request, the Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and this Data Processing Agreement.
b. The Data Processor shall upon prior reasonable notice allow and contribute to annual inspections and audits carried out by or on behalf of the Data Controller one time per calendar year. The Data Processor shall also allow and contribute to inspections conducted by relevant supervisory authorities.
c. If an audit reveals a breach in the obligations in the Applicable Privacy Policy or the Data Processing Agreement, the Data Processor must rectify the breach as soon as possible. The Data Controller may require the Data Processor to temporarily stop all or part of the processing activities until the breach has been rectified and approved by the Data Controller.
d. Each Party shall pay its own costs associated with an annual audit. If an audit reveals significant breaches of the obligations under the Applicable Privacy Policy or the Data Processing Agreement, the Data Processor shall pay for the Data Controller's reasonable costs accrued from the audit.

15.12. Erasure & return of information

a. Upon the expiry of this Data Processing Agreement, the Data Processor is obligated to return and erase all personal data processed on behalf of the Data Controller under the Data Processing Agreement, in accordance with the provisions of Section 15.19. This also applies to any back-up copies.

b. The Data Controller will determine how any return of personal data is to take place. The Data Controller may require return to take place in a structured and commonly used machine-readable format. The Data Controller will pay the Data Processor's documented costs associated with the return unless this is included in the remuneration under the Agreement.

c. If a shared infrastructure or back-up is used and direct erasure is not technically possible, the Data Processor must ensure that the personal data is made inaccessible until it has been overwritten.

d. The Data Processor must confirm in writing to the Data Controller that the data has been erased or made inaccessible, and shall, upon request document how this has taken place.

e. Further provisions concerning erasure and return are stated in Section 15.19.

15.13. Breach & suspension order

a. In the event of breach of the Data Processing Agreement and/or Applicable Privacy Policy, the Data Controller and relevant supervisory authorities may order the Data Processor to cease all or part of the processing of the data effective immediately.

b. If the Data Processor fails to comply with its obligations pursuant to this Data Processing Agreement and/or Applicable Privacy Policy, this shall be deemed a breach of the Agreement, and the obligations, deadlines, sanctions and limitations of liability in the Agreement's regulation of the Supplier's breach will be applied.

15.14. Duration & expiry

a. The Data Processing Agreement will come into effect from the date it is signed by both Parties. The Data Processing Agreement shall apply for as long as the Data Processor processes personal data on behalf of the Data Controller. It shall also apply to any personal data held by the Data Processor or any of its Subprocessors after the expiry of the Agreement.

b. The rules concerning termination specified in the Agreement shall also apply to the Data Processing Agreement, to the extent this is applicable. The Data Processing Agreement may not be terminated if the Agreement is in effect, unless it is replaced by a new Data Processing Agreement.

15.15. Notifications

a. Notification under this Data Processing Agreement shall be submitted in writing to:

   i. For Customer as Data Controller: As per contact details provided under the Agreement.

   ii. For TECHNIA as Data Processor: Email to support@technia.com

15.16. Governing law & legal venue

a. The Data Processing Agreement is governed by Swedish law. Disputes will be resolved in accordance with the provisions of the Agreement, including any provisions concerning legal venue.

15.17. Purpose & instructions

a. The Data Processor shall not process Personal Data beyond the requirements necessary for the Service to comply with the obligations under the Agreement without prior written agreement or written instructions from the Data Controller.

b. Personal data processed in the Service is described in Appendix C:

15.18. Subprocessors

a. The Data Processor engage following Subprocessors who provide appropriate technical and organizational measures to ensure that the processing fulfills the requirements in the data processing agreement.

Company	Location	Processing region	Purpose
AWS (Amazon Web Services)	Stockholm, Sweden	EU, Sweden, Stockholm (eu-north-1)	Operations platform
AWS (Amazon Web Services)	Frankfurt, Germany	EU, Germany, Frankfurt (eu-central-1)	Operations platform

15.19. Security & instructions

a. The Data Processor shall take all measures necessary under Article 32 of the Regulation, including planned, systematic, organizational and technical measures, ensuring adequate confidentiality, integrity, and availability of information in the processing of Personal Data. With reference to the technical and organizational measures specified in this section, the Supplier provides the following measures:

   i. Protection relating to physical access and logical access

      i. Multi-factor authentication for admin purposes

      ii. Daily backup and process for secure restore

      iii. Log of access

b. For more details on security see Appendix C: Privacy Policy and Appendix D: Security

16. APPENDIX B: SERVICE LEVEL AGREEMENT (SLA) & SUPPORT

16.1. Definitions

"Agreed Availability" shall mean that the Service is available 24 hours per day 7 days a week except for Planned Maintenance and is measured in hours per month.

"**Basic Period**" shall mean weekdays (Monday – Friday) 04:00 – 17:00 CET. For public holidays in Sweden, the base period may be reduced.

"**Downtime**" means a period of time during which Service has stopped and your users are unable to use all aspects of the Service for which they have permissions. Downtime does not include the period of time when the Service is not available because of:

- Planned Service Interruptions;
- events or causes beyond Supplier's control (e.g., natural disaster, internet outages, cloud provider emergency maintenance, etc.);
- problems with Customer's customizations or data, or a third party's applications or data;
- Customer's failure to adhere to required system configurations and supported platforms for accessing the Service; or
- Supplier's compliance with any designs, specifications, or instructions that Customer provided to Supplier or a third party provides to Supplier on Customer's behalf.

"Response time" shall mean the time from which the Supplier is notified of an Incident to the point in time when the Supplier starts working to resolve the Incident.

"Incident" shall mean an unplanned interruption to the Service or reduction in the quality of the Service reported by the Customer or automatically detected and reported by the supplier.

"Defect" is any consistently reproducible nonconformity with product definitions as described in applicable documentation.

"Planned Service Interruption" time means the period of time necessary to interrupt the Online Services in order to perform scheduled preventive or corrective maintenance, as well as back-ups. Interruptions for i) preventive or corrective maintenance shall last a maximum of four (4) hours per month and planned one (1) week in advance, and ii) back-ups shall last a maximum of one (1) hour per day when performed during Customer's business hours. The Planned Service Interruption events shall not be considered for any SLA calculations. TECHNIA will notify the customer of any update to the hosted applications, that will result in a significant change in application behavior, at a minimum of one week in advance of the changes. If the Service is dependent on a customer locally installed software to function, and an update of the Service requires an update of such software, TECHNIA will notify the customer according to above. Installing end user software updates is the sole responsibility of the customer.

"Emergency Service Interruption" may happen at any time without notice in order to fix a critical problem. Critical problems may include, without limitation i) attacks on the Online Services (including a denial of service attack), ii) Customer's use of Online Services disrupting Online Services or creating a security risk to TECHNIA or to any TECHNIA customer, iii) harming of TECHNIA systems or any TECHNIA customer's systems or iv) creating a likely risk of the foregoing, or v) using the Online Services for fraudulent or illegal activities.

"**Online Service Update**" Upgrades will be performed during the normal planned outage times to minimize disruption. Installation of security patches may require less than the standard one week notice.

"Resolution" shall mean a permanent solution, a temporary solution, a workaround, or an action plan which shall define expected time-frame for solution.

"Resolution Time" means the time from which the Supplier is notified of an Incident to the point in time when the incident has a Resolution.

"User Support" Assistance and help to enable correct and efficient use of the service(s) – not including more time-consuming training and consulting services.

16.2. Service Availability - SLA

The supplier is responsible for maintenance of the Service and strive to have the Service available to the customer 24 hours a day with general availability of 99% or better within Agreed Availability on a monthly basis.

Service availability is calculated as the average by calendar month. When up-time is less than 99.5% (excluding Planned Service Interruptions, Emergency Service Interruptions and/or Customer requests), the Customer is entitled to put forward a request for refund according to the table below.

    a. To submit a Claim, customer must log a Severity 0 support ticket (as defined below in the Support & incident management section) for each incident with the TECHNIA Customer Care, within twenty-four (24) hours of your first becoming aware that the incident has impacted your use of the Service.
    b. The customer must provide all necessary information about the incident and reasonably assist TECHNIA with the diagnosis and resolution of the incident. The right to refund will be voided if the request for refund is not submitted within three (3) business days after the end of the calendar month in which the incident arose.
    c. Refunds are based on the duration of the Downtime measured from the time you report that you were first impacted by the Downtime. For each valid request for refund TECHNIA will apply the highest applicable refund based on the achieved Service Level during each calendar month, as shown in the table below. TECHNIA will not be liable for multiple refunds for the same incident in the same calendar month.
    d. The refund is a percentage on monthly basis calculated by the yearly subscription fee divided by month (e.g. 0.3*YSC/12). The total refund awarded with respect to any month shall not, under any circumstance, exceed 2 percent (2%) of one twelfth (1/12th) of the annual charge paid by you to TECHNIA for the Service.

Uptime %	Refund
95%-99%	2%
90%-95%	5%
<90.00%	10%

For the avoidance of doubt, any electrical, utility or telecommunication outages, or significant telecommunication performance degradation, shall not constitute reasons under TECHNIA' exclusive control.

16.3. Support & incident management

The Supplier will maintain a platform for support and incident reporting. Registered customer administrators of the Service have access to the support platform.

User Support are available via TECHNIA Customer Care portal and email (support@technia.com) during the defined basic period. In addition, knowledge base articles and FAQ databases of common and known issues are available through the company support pages on internet.

An emergency number is available for reporting of severe incidents or service disruptions that occur outside the defined base period. Up to date information will be available on the company support pages on internet.

Incident priority classifications is defined as below:

- Priority 0 (Blocker): System down
- Priority 1 (Critical): Service is not available for large number of users and/or has significant impact to perform normal business.
- Priority 2 (Medium): Service is not available for limited number of users and/or has direct impact to perform normal business.
- Priority 3 (Minor): Incident has little impact on normal business and is not time sensitive.

The following table describes the Response Time and Resolution Times:

Incident Priority	Incident Response Time*	Defect Target Resolution Time*
0 (Blocker)	1 Hour	8 Hours
1 (Critical)	2 Hour	24 Hours
2 (Medium)	4 Hours	In future release
3 (Minor)	8 Hours	In future release
*All times are measured within the Basic Period. The target resolution plan for Defects, will be determined upon reproduction of the incident.		

If failure to meet the agreed service levels continues for more than five months during any 12- month period, then the Customer shall within thirty (30) days of such failure have the option to terminate the Agreement, in whole or in part.

17. APPENDIX C: PRIVACY POLICY

17.1. Overview

TECHNIA AB (hereinafter TECHNIA) attaches importance to privacy for its online subscription software service (hereinafter the 'Services'). In this policy, we describe the kind of information that is registered about the user of our Service and how TECHNIA can use this information. If TECHNIA has not entered a written agreement with the customer that clearly replaces this privacy policy's terms and conditions, they will apply as long as the Services are used. Personal identifiable information (or personal information) is any information that can identify or be linked to users personally (e.g. name, address, telephone number, etc.). TECHNIA will only use personal information as described in this privacy policy. TECHNIA will not share personal information with any third party without your prior consent.

17.2. What personal data does TECHNIA collect via the Services

a. "Light My Way". TECHNIA may collect the following personal data:
   i. Email
   ii. IP Address

b. "TECHNIA Exchange Hub". TECHNIA may collect the following personal data:
   i. Email
   ii. IP Address
   iii. First Name Last Name Middle Name Phone Number
   iv. Any kind of information could be sent from another system to TECHNIA Exchange Hub

c. "TECHNIA Enterprise Integrations". TECHNIA may collect the following personal data:
   i. Email
   ii. IP Address

d. "3DXJira Connector". TECHNIA may collect the following personal data:
   i. Email

17.3. Deletion of personal data

a. "Light My Way"
   i. Personal user data is required as long as the user is active. All personal user data can be viewed and deleted from a customer target repository by the customer's administrator(s). No personal data will be printed to log files or persisted in any other way.

b. "TECHNIA Exchange Hub"
   i. Currently, we don't delete any users.

c. "TECHNIA Enterprise Integrations"
   ii. Currently, we don't delete any users.

d. "3DXJira Connector"
   i. Personal user data might be deleted according to 3DXJira Connector purge policy for audit logs.

17.4. What information may TECHNIA use and for what purpose

a. "Light My Way"

    i. The information may be used for licensing purposes but also for administrators to provide access to different repositories, features or troubleshooting. The data is visible to dedicated TECHNIA administrators but also services administrators appointed by the customer.

    ii. Email. The email is compulsory data that we as data processors have set as a minimum requirement to:

      a. For TECHNIA to: (also available to Customer's administrators)
         i. Measure license use and last usage date
         ii. Send information to the user (see 6.4)

      b. For customer administrators to
         i. Overview license use and last usage date
         ii. Activate features (e.g. authoring)
         iii. Grant access
         iv. Revoke licenses for inactive users

IP Address. IP address may be used for troubleshooting or for verification of customer's usage of the service is in line with commercial contract and agreed maximum number of users.

Information to the user via email. When sending out information, TECHNIA uses its own solution in which email addresses from every individual user profile in the Services are stored. Each individual user can choose to deregister from one or more of these categories via a link in the email message. The user can also contact TECHNIA to request that the user information is permanently deleted from the mailing register.

a. Privacy policy update notifications
b. System-critical information directly related to the Service, such as downtime, critical faults, etc.
c. User surveys may be sent out 1-2 times per year.
d. Newsletters concerning the Services and our other products, services, courses, seminars and other relevant information that can be linked indirectly to your relationship with TECHNIA. Such information may be sent out 1-2 times per year.

Content. All information that user of the Service registers in the Service will be called 'content' regardless of whether the information is personally identifiable. TECHNIA will treat the content as confidential information unless otherwise required by a Legal process. Our policy on the use of such content is described below. TECHNIA may use the content to:

a. Analyze technical problems
b. Understand how the services are used in order to improve the offering over time
c. Identify common customer training scenarios to provide off the shelf standard content recordings for other customers to use

Usage statistics. TECHNIA may collect information concerning access to/usage frequency of guides and its application context. We will use this information to better understand how, for what platforms and application areas the product is used, this to be able to improve the quality of our services.

Partners and other websites. This privacy policy applies to the Services and does not cover potential external links.

Local storage. Browser local storage may be used to manage the login process by storing the email used to authenticate and to remember personal settings such as setting preferences.

a. "TECHNIA Exchange Hub"

    i. Similar to LMW

b. "TECHNIA Enterprise Integrations"

    i. Not applicable

c. "3DXJira Connector"

    i. Content. All information that user of the Service registers in the Service will be called 'content' regardless of whether the information is personally identifiable. TECHNIA will treat the content as confidential information unless otherwise required by a Legal process. Our policy on the use of such content is described below. TECHNIA may use the content to:

        a. Analyze technical problems
        c. Understand how the services are used to improve the offering over time

    ii. Usage statistics. TECHNIA may collect information concerning access to/usage frequency of integrations and its application context. We will use this information to better understand usage and performance, all this to be able to improve the quality of our services.

    iii. IP Address. IP address may be used for identifying and troubleshooting of customer's usage of the service is in line with commercial contract.

    iv. Email. The email is compulsory data that we as data processors have set as a minimum requirement to identify user and transfer information from and to integrated systems (Atlassian Cloud and 3DEXPERIENCE).

17.5. Security

To protect the personal information, TECHNIA have implemented trade standards in data security and data content including the use of SSL encryption, Virtual Private Networks, firewalls, backup, passwords and audits. However, you acknowledge that the security system is not faultless and impenetrable to hackers, and that TECHNIA does not give any guarantees that this cannot happen. See our Appendix C: Privacy Policy and Appendix D: Security , for more details of our high security barriers for the Service.

17.6. Transfer of data outside the EU or the European economic area

No personal data is transferred from within the EEA to a jurisdiction outside the EEA.

17.7. Changes to the privacy policy

TECHNIA may change the privacy policy from time to time by storing updates in this place, and we will notify all major changes to registered members of the 'Services'. If TECHNIA intends any extension to this policy, we will give a minimum of 30 days' advance notice of this via email.

18. APPENDIX D: SECURITY STATEMENT

18.1. Overview

TECHNIA has long experience with handling business critical information and data security for clients. As a supplier we are dedicated to give you a reliable and secure solution. We take the task of providing you with a safe solution very seriously and place great emphasis on ensuring that your content is always available and secure.

18.2. Access

a. "Light My Way"

    i.   Customer users can access training content and configurations related to their company subscription only. Dedicated TECHNIA administrators can access all customer configuration and data as well as a common base configuration repository. There are 3 levels of access:

        d. Consumer:
            iii.   Content: Read
            iv.   Configurations: Read (indirect)

        e. Author:
            i.   Content: Write
            v.   Configurations: Read

        f. Administrator:
            i.   Content: Write
            vi.   Configurations: Write

        g. TECHNIA Administrator:
            i.   Content: Write
            vii.   Configurations: Write

    iv.   User identification. Users may be identified by a unique subscription key or their email address. Administrators are identified by a valid combination of username and password.

b. "TECHNIA Exchange Hub"

    i.   Not applicable

c. "TECHNIA Enterprise Integrations"

    i.   Not applicable

d. "3DXJira Connector"

    i.   Customer users can access content and configurations related to their company subscription only. Dedicated TECHNIA administrators can access all customer configuration and data as well as a common base configuration repository. There are 2 levels of access:

        a. Administrator:
            i.   Configurations: Read/Write/Delete

        h. TECHNIA Administrator:
            i.   Configurations: Read/Write/Delete
            ii.   SaaS Hosting: Full access

18.3. Data Stored & Processed

a. "Light My Way"

    v. The data stored and processed in the solution is:

      a. Training Content (user guides)

        i. instruction text (e.g. "click here")

        ii. html element selectors (e.g xpath "//div[contains(@class,'menu')]")

        iii. html element identifiers (e.g "li_ENCEBOMPowerViewCommand")

      i. Configurations (makes it possible to tie training content to app state)

        i. html element selectors (e.g. xpath & css selectors)

      j. User Data

        i. User email (licensing/access)

        iv. User last use

      k. Usage Data

        v. Data generated in connection with client's access, use and configuration of the Services and data derived from it

b. "TECHNIA Exchange Hub"

    i. Not applicable

c. "TECHNIA Enterprise Integrations"

    ii. Not applicable

d. "3DXJira Connector"

    i. The data stored and processed in the solution is:

      a. Configurations

        i. Application configurations stored and processed in encrypted database.

      b. User Data

        i. User email (licensing/access)

      c. Usage Data

        i. Data generated in connection with client's access, use and configuration of the Services and data derived from it

      d. Content

        i. Data generated by end user events being processed and transferred to integrating system.

        ii. Storing for audit purposes with purge policy to delete data after certain time.

18.4. Data Security Classification

a. "Light My Way"

    i. The nature of the data that is stored & processed in the services is considered very low in sensitivity. The data consists of user documentation holding configurations related to how the application works tied to training instructions. There is also limited personal data stored such as email address, last login data and what part of the application is often used. The overall effects of a breach would be minimal. Considering four standard type of data (public, personal, internal, confidential, and restricted), the data stored and processed by Services is defined as "internal".

b. "TECHNIA Exchange Hub"

      i.   Not applicable

c. "TECHNIA Enterprise Integrations"

      i.   Not applicable

d. "3DXJira Connector"

      i.   The nature of the data that is stored & processed in the services is considered low to high in sensitivity. It highly depends on the use case and mapping configuration. The data consists of integration configuration related to how the application works and fields content in the scope of the integration. There is also some limited personal data (see Privacy Policy & Security Statement) stored such as email address.

18.5.   User identification

a. "Light My Way"

      i.   Users may be identified by a unique subscription key or their email address. Administrators are identified by a valid combination of username and password.

b. "TECHNIA Exchange Hub"

      i.   Not applicable

c. "TECHNIA Enterprise Integrations"

      i.   Not applicable

d. "3DXJira Connector"

      i.   Users will be identified by a unique Atlassian account id and their email address.

18.6.   Encryption of data

All data traffic and credentials are encrypted using TLS ([Transport Layer Security)](#) to ensure that no unauthorized access to data.

18.7.   Safety tests & security

Independent safety tests are done by expert communities to ensure against attacks such as cross site request forgery (CSRF), cross-site scripting (XSS), SQL injections among other on technical level. Security is a continuous focus and includes organizational awareness and competence.

18.8.   AWS Cloud Hosting

AWS Cloud Services offers a rich service catalog and a dynamic allocation of resources. AWS is utilized to provide a stable and future proof operating environment for our applications and data.

All data as defined in section "Data Stored & Processed" is stored and operated on Amazon Web Services (AWS) platform and safeguarded by [Cloud Security – Amazon Web Services (AWS)](#).

a. The Operating Environment

AWS is used to ensure that all customer data stay located in Europe (Frankfurt or Stockholm).

b. Backup & Restore

      i.   Backup service for the Solution running on AWS uses reliable storage with in-built security and high availability features. If in rare case needed your data can be recovered to a previous snapshot. We have the following standard backup:

          a. Backup is performed daily

      e. Backup is available for 7 days

ii.   Backup is taken daily with guaranteed response to restore in the event of hardware failure or data loss. Backup services are online and do not imply downtime for backup Access to backups is restricted only to authorized Backup Admins.

iii.   All infrastructure is represented as code and can quickly be rebuilt from scratch in case of a disastrous loss of data. Infrastructure code is located in a secure git repository. Infrastructure as code makes it easy to move the entire deployment of services to a different data-center should the need arise.

18.9. Conclusion

The safety, performance and reliability of client's data is our first priority. If you have any questions about the Services and its safety, performance or reliability, send us an email to support@technia.com.

19. APPENDIX E - AGREED CHANGES

19.1. The Parties agree to add the following wording in addition to what is stated in clause N.n:

a. N.n "xyz

19.2. The Parties agree to replace the provision in section N.n with the following provision:

a. N.n "xyz"