

## Dustin Marketplace – Terms of Sale

### 1 General

- 1.1 These Dustin A/S, corp. reg. no 26 09 21 83, (“**Dustin**”) general terms and conditions of sale (“**Terms of Sale**”) shall, unless otherwise agreed in writing, apply to all purchases of software and other thereto related products/services (“**Products**”) made through <https://services.dustin.dk> (“**Marketplace**”).
- 1.2 The terms and conditions applicable to the use of Dustin’s Marketplace are found [here](#) (“**Terms of Use**”). Unless the circumstances clearly indicate otherwise, expressions and definitions used in these Terms of Sale shall have the same meaning as in the Terms of Use. For the avoidance of doubt, these Terms of Sale do not replace the Terms of Use since your purchase of Products (pursuant to these Terms of Sale) is conditional upon your acceptance of and compliance with the Terms of Use.
- 1.3 Depending on the type of Product, other/additional terms and conditions may apply (“**Specific Terms**”). Such Specific Terms are, for example (a) Dustin Marketplace Terms of Support, attached hereto as Appendix 1; (b) Dustin Personal Data Processing Agreement attached hereto as Appendix 2; and (c) Dustin Third-party Vendor Subscription Terms and Conditions which can be found [here](#). Unless the circumstances clearly indicate otherwise, in case of any inconsistencies between any applicable Specific Terms and these Terms of Sale, the applicable Specific Terms shall prevail with respect to the subject matter stated therein.
- 1.4 For ease of reference, these Terms of Sale and any Specific Terms are hereinafter jointly referred to as the “**Terms of Sale**”.
- 1.5 By ordering a Product through Dustin’s Marketplace, the Customer accepts and agrees to comply with these Terms of Sale. If you are purchasing Products in connection with your employment or as representative of a Customer, you hereby represent to Dustin that you are authorized to bind the Customer to these Terms of Sale. Please note that these Terms of Sale are directed towards legal entities and not physical individuals. Consequently, these Terms of Sale apply B2B, i.e. between Dustin

and the applicable Customer.

### 2 Products

- 2.1 The Products presented on Dustin’s Marketplace represent Dustin’s ordinary range of Products. All descriptions of Products or Product pricing are subject to change at any time without notice, at the sole discretion of Dustin.
- 2.2 When purchasing Products that are available for download (“**Software**”), the Customer acknowledges that such Software is copyright-protected and that all intellectual property rights to such Software belong to the manufacturer and/or its licensors (“**Proprietor**”). Upon purchase of right of use and/or license to Software, the Customer acknowledges that, in addition to these Terms of Sale, the respective Proprietor’s terms and conditions apply (“**Proprietor Terms**”). Such Proprietor Terms can be available on Dustin’s Marketplace or may be enclosed in or be a part of the Software.
- 2.3 In light of the above, Dustin makes no warranties and accepts no liability related to purchased Software as such, including but not limited to fitness for purpose or intellectual property rights. The Customer understands and accepts that all Software provided pursuant to the above is sold “as is” and in accordance with the applicable Proprietor Terms.
- 2.4 Software is delivered to the Customer electronically in accordance with applicable Proprietor Terms. Dustin shall under no circumstances be responsible for any delays in delivery, regardless if the delay is attributable to a Proprietor or any other cause.
- 2.5 For technical support and user support, Dustin has the right to refer the Customer to the respective Proprietor and also, if applicable, to a third business party’s support. The Customer acknowledges that such support, with respect to certain Proprietors, may only be available in English and in some cases only available via e-mail or websites.
- ### 3 Order and delivery
- 3.1 The Customer acknowledges that the presentation and description of a Product on Dustin’s Marketplace is provided for information purposes only and does

not represent an offer but shall be understood as a non-binding invitation for the Customer to submit an order.

**3.2** The Customer's Product order constitutes an offer by the Customer to Dustin to purchase Products in accordance with these Terms of Sale ("**Order**"). The Customer is responsible for ensuring that the information provided in the Order is correct. The Order shall be considered as accepted when Dustin issues a confirmation of such Order, at which point a binding purchase agreement between the Parties shall come into existence. Each Order shall be subject to these Terms of Sale.

**3.3** Dustin reserves the right to refuse or to cancel an Order for any reason including but not limited to instances where the Product is not in stock or no longer available.

**3.4** Please note that Dustin's Marketplace is intended for Customers purchasing Products for their own internal business use. Accordingly, Dustin reserves the right to refuse or cancel an Order, at any time, if Dustin reasonably suspects that the Product is being purchased for resale or for household purposes. Dustin assumes no responsibility or liability for anything resulting from such refusals or cancellations.

#### **4 Prices, payment terms and security**

**4.1** Prices are submitted via Dustin's Marketplace, which is updated in real time. Prices are given in DKK excluding VAT. Dustin shall not be liable for any differences in pricing between the Products listed on Dustin's Marketplace and those for sale by other retailers.

**4.2** The Customer agrees to provide current, complete and accurate information for all purchases made through Dustin's Marketplace. The Customer agrees to promptly update its Customer Account and other information, including the Customer's email address, invoicing address, so that Dustin can complete the Customer's transactions and contact the Customer as needed.

**4.3** Payment shall be made against an invoice. Invoicing is made after examination of the Customer's credit worthiness. Unless otherwise specified in the invoice, payment shall be made no later than ten

(10) days from the date of invoice. In the event that the Customer at any time should fail to make payment in full on the due date, Dustin shall be entitled to claim any statutory reminder fees as well as interest on the sum overdue until payment is made. Interest on overdue payment will accrue according to the Danish Interest Act.

**4.4** Dustin charges an invoicing fee per invoice if the Customer desires a paper invoice. Inaccuracies in an invoice from Dustin must be claimed at the latest on the due date. If a claim or complaint is not made in time, the inaccuracy cannot be asserted against Dustin.

**4.5** If there is reasonable doubt about the Customer's ability to pay, Dustin has the right to shorten the period of credit, demand advance payment or other security for ensuring payment is made in due time.

#### **5 Returns**

**5.1** Dustin will only accept Product returns if permitted pursuant to the applicable Proprietor Terms. Dustin reserves the right to charge the Customer a fee for any returned Products. Any return fees will be invoiced separately or deducted from the Customer's credit balance with Dustin (if any).

#### **6 Intellectual Property**

**6.1** Other than as explicitly permitted herein (including any Special Terms) and/or under the respective Proprietor Terms, the Customer may not (a) sublicense or otherwise make the Products available to third parties; (b) copy, decompile, attempt to receive access to source code, methods, algorithms or procedures from the Products or otherwise practice "reverse engineering", or modify, adapt, or create new works or software which are based on the Products, except as expressly stated in mandatory provisions of applicable law; (c) remove, conceal or circumvent a Proprietor's trademarks or copyright markings in a Product; or (d) attempt to circumvent licenses or other usage restrictions in a Product.

#### **7 Liability**

**7.1** If there are any defects that Dustin is responsible for, Dustin undertakes to, at its sole discretion, remedy the defect by repair, redeliver or repay the purchase

price. Dustin has the right to refer the Customer directly to the respective Proprietor, or to the service partner referred to by the Proprietor, in order to remedy the defect. Additional rights for the Customer may be granted pursuant to the applicable Proprietor Terms.

- 7.2** Dustin is not liable for a Product's compatibility with other products in Dustin's assortment or for compatibility with a Customer's current products, unless otherwise explicitly stated by Dustin.
- 7.3** Dustin's liability with respect to defective Products is limited to what is stated herein.
- 7.4** In no event shall Dustin be liable for any indirect damages or consequential damages, such as loss of production, business, profit or data and/or costs for replacement products.
- 7.5** Dustin's total liability towards the Customer (including liability for acts or omission of Dustin's employees, representatives or subcontractors and including price reductions, redelivery or similar) is limited to the price actually paid for the relevant Product.

## **8 Force majeure**

- 8.1** Dustin shall not be liable for the omission or delay in fulfilling Dustin's obligations under these Terms of Sale to the extent performance is made impossible or is materially hindered or is subject to a material cost increase due to circumstances beyond Dustin's reasonable control, including but not limited to, war-like events, riots or revolts, disruptions in public connections, cyber security attacks, import or export regulations, changes in law and regulations or in the interpretation thereof, acts of authorities, strike, lockout, blockade or other labour disputes, fire, explosions or other accidents, epidemics, pandemics, any natural phenomenon or defects and delay in the delivery by sub-contractor due to the above mentioned circumstances.
- 8.2** For the avoidance of doubt, the disclaimer includes COVID-19 pandemic or another epidemic or pandemic or any of their subsequent consequences affecting Dustin's suppliers' or sub-contractors' ability to supply or to supply at the agreed price or time.

## **9 Personal Data**

- 9.1** In conjunction with provision of the Products, Dustin may process personal data on the Customer's behalf. When Dustin is a personal data processor on behalf of the Customer, the Customer accepts that such data processing is governed by the Dustin Personal Data Processing Agreement, attached hereto as Appendix 2 ("**DPA**"). Dustin shall process personal data in accordance with the DPA, the Customer's instructions and applicable law (as further specified in the DPA).

## **10 Miscellaneous**

- 10.1** Dustin reserves the right to transfer its rights and obligations under these Terms of Sale to a third party. The Customer may not assign or transfer any of its rights or obligations under these Terms of Sale without the prior written consent of Dustin.
- 10.2** The failure of Dustin to insist on adherence to any provision of these Terms of Sale shall not be considered a waiver of any right, nor shall it deprive Dustin of the right thereafter to insist on the adherence to that provision or any other provision of these Terms of Sale.
- 10.3** Dustin reserves the right to amend these Terms of Sale at any time and the newest applicable version will be communicated to the Customer in connection with its next purchase. Dustin may require the Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by the Customer are expressly rejected and will not apply.
- 10.4** Any provisions in these Terms of Sale which by their nature are to be performed or complied with after the termination of these Terms of Sale shall survive and continue in full force and effect (e.g. provisions regarding governing law).

## **11 Governing law and jurisdiction**

- 11.1** These General Terms of Sale shall be governed by the substantive law of Denmark. Any dispute, controversy or claim arising out of or in connection with these General Terms of Sale, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Danish Institute of Arbitration ("Danish Arbitration"). The seat of arbitration shall be Copenhagen. The rules for

simplified and expedited arbitrations shall apply, unless the Danish Arbitration in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the normal arbitration rules shall apply. In the latter case, the Danish Arbitration shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

- 11.2** Notwithstanding the above, Dustin shall at all times be entitled to apply for an injunction to pay or commence proceedings for the payment of any amount due to Dustin in court with the Court of Copenhagen as first instance.

## Appendix 1 to Dustin – Marketplace Terms of Sale

### Dustin Marketplace Terms of Support

#### 1 Services

- 1.1 Each Order accepted by Dustin in accordance with the Terms of Sale includes the services set out therein (the "**Services**").
- 1.2 Dustin shall perform all parts of the Services in a professional manner in accordance with the Terms of Sale and with the skill and care the Customer has reason to expect from a reputable company in the industry.

#### 2 Definitions

- 2.1 Capitalized terms used herein and not defined below are defined as set forth in the Dustin – Marketplace Terms of Sale.

"**Change Request**" means a change that implies changes in policies or operating instructions.

"**Deviation**" means a deviation in any of the Services provided under the Terms of Sale.

"**Service Desk**" means Dustin's service desk function for receiving and handling Deviations and tickets.

"**Service Level**" means the service level of the Services provided under the Terms of Sale.

"**Support Hours**" means the time during which support is available; regular support hours are Monday to Friday (other than public holidays) 08:00 – 17:00 in Sweden, Norway and Denmark and 09:00 – 18:00 in Finland.

"**Support Language**" means that support primarily is in local language for Sweden, Denmark, Norway and Finland in first line at regular Support Hours, but may be English in case of escalation and outside regular Support Hours.

#### 3 Service Level, registration of tickets etc.

##### *General*

- 3.1 Deviations may only be reported by the Customer's authorized contact persons.
- 3.2 The Customer shall report all Deviations in

accordance with the following:

- By phone: Sweden: +46 770176100; Norway: +4781503636; Denmark: +4587439780; Finland +358753251111
- By e-mail: [servicedesk@dustin.eu](mailto:servicedesk@dustin.eu)

- 3.3 All system generated incidents and questions from users are registered in Dustin's system for handling Deviations. The Customer receives status updates on an ongoing basis via e-mail. When a Deviation has been corrected, the Customer will get a response from Dustin and the matter will be updated with case / solution and will get status "Closed".

- 3.4 Dustin's non-binding aim during Support Hours is to answer calls in the Support Language when Customer reports tickets to the Service Desk over the phone within two (2) minutes. In other matters, reporting via e-mail or system generated incidents, Dustin shall have initiated corrections of Deviations as soon as possible and within thirty (30) minutes from receipt of the report during Support Hours.

#### 4 Obligations etc.

##### *General*

- 4.1 Response time related to advice and information obligation: The Customer is obligated to respond on advice and guidance provided by Dustin in order to ensure a stable IT environment in relation to the Services. The Customer undertakes, without undue delay, to inform Dustin in writing of any circumstances and conditions relating to the Customer's business and IT environment, including information on any planned changes to the IT environment.
- 4.2 Licenses: Except as otherwise explicitly follows from the Terms of Sale, the Customer must have the correct licenses and ensure that Dustin is entitled to use the licenses required to fulfil its obligations under the Terms of Sale.
- 4.3 Third party services or software and customer applications: A third party may deliver services, products or updates to the Customer. Dustin is not

liable for any Customer specific software or third-party software other than as explicitly stated in the Terms of Sale, or for any performances by any third party relating to the Customer's IT environment. Dustin assumes that all Customer software and databases are compatible with the automatic updates performed by Dustin in connection with performance of the Services under the Terms of Sale. As such, the Customer must inform Dustin if any automatic updates have a material negative impact on the Customer's IT environment.

**4.4** Dustin assumes that applications and databases are compatible with Microsoft system updates.

**4.5** Security, antivirus etc.: Access to the Customer's central system must be secured and restricted physically from public access. Administrative access must not be given to unauthorized persons.

**4.6** Dustin is not liable for any errors, breaches or damages following a virus attack or security breaches that has passed the antivirus protection.

**4.7** Access and assistance in connection with corrections: The Customer shall grant Dustin access to equipment and, if applicable, premises to the extent necessary for Dustin to fulfil its requirements under the Terms of Sale. The Customer shall assist and provide information that may expedite or contribute to an error being corrected. To the extent the Services require a VPN connectivity between Dustin and Customer, the Customer is responsible for providing the possibility for VPN connection at its end and for correcting any IP conflicts and to ensure Dustin can access the Customer's IT environment via VPN.

**4.8** Risk related to hardware and software etc.: The Customer and Dustin are responsible for their own respective hardware and software, unless otherwise explicitly agreed in the Terms of Sale.

## 5 Change Requests

**5.1** If Customer has specific needs of functionality that are not a part of Dustin's standard Services, a Change Request can be made at the Service Desk. Change Requests can be denied due to possible implications of potential service or security breach etc. Upon acceptance of a Change Request, Dustin will inform the Customer if the request requires a temporary stop of the Service Level under the Terms

of Sale and, if approved by Dustin, of any costs related to the change. The Customer is aware of the fact that it purchases standardized IT services and that Dustin is not obligated to accept any Change Requests.

## 6 Price and payment

**6.1** General: All prices are stated excluding VAT. Dustin has the right to adjust the agreed prices once per calendar year in accordance with changes in the Danish Work Cost Index (LCI – Lønoms-kostningsindekset).

**6.2** Support: Support is included in the monthly price subject to the scope of the Terms of Sale, unless otherwise explicitly follows from any applicable Specific Terms. For support that is not included in accordance with the above, Dustin is entitled to charge the Customer in accordance with Dustin's at any time applicable price list:

<https://www.dustin.se/service/villkor/pricelist-consulting-se/>

<https://www.dustin.dk/service/villkar/pricelist-consulting-dk/>

<https://www.dustin.no/service/villkar/pricelist-consulting-no/>

<https://www.dustin.fi/service/ehdot/pricelist-consulting-fi/>

**6.3** Consultancy services: Charges are made in accordance with Dustin's at any time applicable price list:

<https://www.dustin.se/service/villkor/pricelist-consulting-se/>

<https://www.dustin.dk/service/villkar/pricelist-consulting-dk/>

<https://www.dustin.no/service/villkar/pricelist-consulting-no/>

<https://www.dustin.fi/service/ehdot/pricelist-consulting-fi/>

**6.4** Traveling and expenses: Traveling costs and expenses shall be reimbursed against receipt of actual costs and at hourly rates in accordance with Dustin's at any time applicable price list:

<https://www.dustin.se/service/villkor/pricelist-consulting-se/>

<https://www.dustin.dk/service/villkar/pricelist-consulting-dk/>

<https://www.dustin.no/service/villkar/pricelist-consulting-no/>

[consulting-no/](https://www.dustin.fi/consulting-no/)  
<https://www.dustin.fi/service/ehdot/pricelist-consulting-fi/>.

**6.5** Payment terms, invoicing etc.: Invoices shall be paid within ten (10) days of the date of invoice.

**6.6** Invoicing is made monthly in arrears. Dustin is entitled to invoice for Services from the time of delivery, i.e. already in connection with establishing the Service. Additional payment terms follow from the Terms of Sale.

## **7 Liability**

**7.1** Dustin's liability under the Terms of Sale is limited to direct loss or damage caused by Dustin's negligence. Dustin is not responsible for (i) any indirect or consequential loss or damages (such as for example loss in production, loss of profit, loss caused by outage, virus hacking or third-party claims); or (ii) loss of data. Additional limitations and conditions relating to the Customer's right to compensation follows from the Terms of Sale.

**7.2** Dustin's total liability towards the Customer (including liability for acts or omission of Dustin's employees, representatives or subcontractors) in relation to a specific Service is limited to the price actually paid for the relevant Service under the Terms of Sale during the past six (6) months period.

**7.3** In order not to lose its right to claim damages from Dustin, Customer shall inform Dustin in writing no later than two (2) months after Customer became aware of, or reasonably should have been aware of, the circumstances forming the basis for its claim, but no later than five (5) months after the relevant Products have been delivered and Services have been performed.

## **8 Confidentiality**

**8.1** Each party undertakes not to disclose to any third party Confidential information that they have received or will receive in respect of the other party and the cooperation under the Terms of Sale.

"**Confidential Information**" means all information whether technical, commercial or of any other nature, irrespective of whether or not the information is documented. This confidentiality undertaking does not apply (i) when a party is obliged to disclose information in accordance with applicable law, regulations or stock exchange regulations; (ii) to information that at the time of receiving the Confidential Information is or becomes available in the public domain other than as result of a breach of this section; or (iii) to information that a party can show was already available to it or that a party independently developed and which has not, directly or indirectly, been obtained by breach of this section.

**8.2** Irrespective of the above, Dustin is entitled to disclose (i) information to Dustin's subcontractors or distributors that is required to fulfil the purpose of the Terms of Sale; or (ii) statistics or similar information on Customer's purchase of Products from a specific manufacturer or purchase of a certain trademark, which can only be disclosed to the specific manufacturer or trademark holder.

**8.3** Each party undertakes to ensure that employees, consultants and subcontractors that may receive Confidential Information are obliged to enter into a similar confidentiality undertaking as set out in this section with regard to Confidential Information in respect of the other party and the cooperation under the Terms of Sale.

## Appendix 2 to Dustin – Marketplace Terms of Sale

### Data Processing Agreement

#### 1. Background

Dustin and the Customer have entered into an agreement concerning Products purchased by the Customer through Dustin's Marketplace. Under the Terms of Sale and in accordance with this DPA (as defined below), Dustin will from time to time and on behalf of the Customer process personal data for which the Customer is the controller.

#### 2. Definitions

Capitalized terms used herein and not defined below shall have the same meaning as set forth in Dustin – Marketplace Terms of Sale.

**"Applicable Data Protection Legislation"** means, unless otherwise agreed in writing between the Parties (i) the General Data Protection Regulation, (ii) the national data protection legislation in Sweden, Denmark, Norway and/or Finland, as applicable for the Products; and (iii) the Data Protection Authority regulations and decisions applicable to the processing of personal data under this DPA in Sweden, Denmark, Norway and/or Finland, as applicable.

**"Customer Equipment"** means computers and other equipment owned, rented or leased by the Customer or the Customer's operations provider.

**"Dustin"** means the relevant Dustin company within the Dustin group, as listed in [Appendix A](#), and where relevant each person/entity authorized to perform work on behalf of a company listed in [Appendix A](#).

**"Dustin Equipment"** means computers and other equipment owned, rented or leased by Dustin or Dustin's operations provider.

**"DPA"** means this data processing agreement and attached appendices, as well as all changes thereto resulting from provisions of the Terms of Sale.

**"Security Measures"** means the appropriate technical and organizational measures necessary to comply with Applicable Data Protection Legislation, listed in [Appendix A](#) or otherwise necessary to protect the personal data being processed from data breaches.

**"Standard Contractual Clauses"** means (i) the EU standard contractual clauses as adopted by the European Commission decision 2021/914 of 4 June 2021; (ii) to the extent applicable, any future European Commission decision amending or replacing this decision; or (iii) during any grace period granted under such applicable decision, the previous version thereof.

**"Third Country"** means a country outside EU/EEA.

#### 3. Processing of personal data

##### 3.1 Instructions

The Customer is responsible for the processing of personal data being carried out in compliance with the Applicable Data Protection Legislation in its capacity as controller. The Customer must ensure that Dustin does not process other categories of personal data on behalf of the Customer than the categories of personal data listed in [Appendix A](#) for the relevant Products and within the scope stated therein. Unless otherwise specifically stated in [Appendix A](#), Dustin shall when providing IT consultancy services pursuant to the Terms of Sale:

- (a) only process personal data with regard to the categories of data subjects within the scope of the Products by nature considered as harmless, such as contact information for customers and employees; and
- (b) not process personal data constituting special categories of personal data, such as health data or other sensitive data.

Dustin only processes personal data in accordance with the Customer's documented instructions, unless Dustin is otherwise obligated to process personal data under Swedish, Danish, Norwegian, Finnish and/or EU law, as applicable. In such cases, Dustin will, to the extent allowed under applicable law, inform the Customer of such legal obligations before the processing is commenced.

Each Party must ensure that the other Party has the right to process contact information and other types of personal data of the other Party's employees if and to the extent such processing is necessary to provide the Products.

Dustin may not process personal data for its own purposes or other purposes except as set out in the DPA and the Terms of Sale. Dustin is entitled to process personal data for the purposes of providing, maintaining and providing support for the Products.

This DPA and the Customer's use of the Products are the Customer's complete and final instructions to Dustin with regard to processing of personal data, with the exception of any written instructions the Customer is obliged to provide Dustin in order to comply with Applicable Data Protection Legislation. Any other changes must be agreed separately in writing between the Parties, including but not limited to changes relating to [Appendix A](#). If Dustin accepts the adjusted instructions, Dustin is entitled to reasonable compensation for adapting to such instructions. If Dustin informs the Customer within reasonable time that it cannot comply with the Customer's adjusted instructions made in



order to comply with Applicable Data Protection Legislation, Dustin is not bound by the proposed instructions and the Customer is entitled to terminate the Terms of Sale in accordance with section 11.2.

### 3.2 Security Measures

#### 3.2.1 General

Dustin has implemented and follows the Security Measures listed in [Appendix A](#) or stated in the Terms of Sale when providing the Products. Dustin's at all times applicable in-house IT safety regulation applies to the delivery of the Products, and Dustin may adjust such regulations during the term of the Terms of Sale.

The Customer is responsible for ensuring that the Security Measures fulfil the Customer's obligations related to adequate safety for the personal data being processed under Applicable Data Protection Legislation. If the Customer requests a change of the Security Measures, the same provisions apply as for changed instructions requested by the Customer under the last paragraph of section 3.1. If Dustin request changes to the agreed Security Measures, the paragraph below applies.

If Dustin becomes aware that the Security Measures completely or partially are in breach of Applicable Data Protection Legislation, Dustin will within reasonable time inform the Customer and provide adjusted written instructions on adequate Security Measures in accordance with the above for the Customer's approval. Should the Customer not approve the adjusted instructions within reasonable time after Dustin has informed the Customer of the need of adjusted instructions, Dustin is entitled to, at the expense of the Customer, take reasonable and necessary Security Measures to comply with Applicable Data Protection Legislation.

#### 3.2.2 Specific terms relating to IT consultancy Products

If and to the extent Dustin provides IT consultancy services on Dustin Equipment or the Customer Equipment, the above under heading "General" applies also for such processing activities. However, as regards processing performed on Customer Equipment, the Customer is responsible for implementing necessary Security Measures.

## 4. Reporting of data breaches

If Dustin becomes aware of a data breach, Dustin must inform the Customer without undue delay and in accordance with Applicable Data Protection Legislation.

## 5. Sub-processors and transfers to Third Countries

Dustin may engage another processor ("sub-processor") to process the personal data pursuant to this DPA, both within and outside the EU/EEA, provided that (i) such engagement will be under a written contract, and (ii) such subcontract will require the sub-processor to comply with

essentially the same obligations as applicable to Dustin under this DPA. Current list of sub-processors and countries where personal data can be processed can be found in [Appendix A](#). Dustin shall remain fully liable to the controller for the performance of that sub-processor's obligations. However, in respect of Microsoft, LogMeIn, SkyKick and CloudBlue, as applicable, Customer acknowledges and agree that Dustin is not responsible for, nor obligated to force these service providers to comply with, other obligations regarding processing of personal data than as set out in the respective service provider's own terms and conditions as offered when using their Products. Upon request, and to the extent possible under applicable confidentiality obligations, Dustin shall keep the Customer informed about the content of such agreement.

Dustin will inform the Customer of any intended changes of any sub-processor by giving the Customer prior written notice thereof. The notice will include (i) the name of the sub-processor, (ii) the purpose for which it will be engaged, (iii) the location of the sub-processor and where the personal data may be processed and, where relevant (iv) transfer mechanism relevant for the Third Country transfer. The Customer has the right to submit a written objection to the change within fourteen days from receipt of notice. Should Dustin despite the Customer's objection still wish to make the change, the Customer is entitled to terminate the Terms of Sale in accordance with section 11.2.

Dustin must ensure that there is a valid transfer mechanism in place for a transfer of personal data to a Third Country. Such transfer mechanism may be Standard Contractual Clauses or other equivalent provisions under Chapter V of the GDPR, as applicable from time to time.

In case of transfers of personal data to a Third Country and to the extent the Standard Contractual Clauses are applied as a legal basis for transfer of personal data to a Third Country, Dustin or the sub-processor as applicable, may at its sole discretion determine which version and which modules of the Standard Contractual Clauses that are relevant and are to be used in each case, typically the modules for processor-to-processor transfers.

To the extent legally required, Dustin will perform a risk assessment in relation to a transfer of data to a Third Country. Should the requirement to perform such assessment instead lay with a sub-processor appointed by Dustin, Dustin will request that the sub-processor performs such assessment. Some sub-processors may publish information in this regard, such as risk assessments, on their respective websites which lays beyond Dustin's control. The Customer hereby acknowledges that such information, including any assessments made, lays beyond Dustin's control and, for use of the Products, it is accepted.

The Customer is responsible for ensuring that the risk assessment performed, and any potential supplementary measures in place, fulfil the Customer's requirements related to adequate safety for the personal data being processed under Applicable Data Protection Legislation.

Upon the Customer's reasonable written request, Dustin undertakes to provide sufficient information to the Customer for evaluating any risk assessment performed. In case Dustin makes any changes to assessments made after the Customer has accepted the Terms of Sale, or engages a new sub-processor, and the Customer finds that the updated or new assessment does not fulfil its obligations under Applicable Data Protection Legislation, the Customer may submit a written objection to the use of the relevant sub-processor. Such objection should include information on the reasons as to why and how the assessment does not fulfil the Customer's obligations. Dustin will then take such objection into consideration and, to the extent Dustin deems it possible and necessary, update the assessment and potential measures taken based on the assessment. However, should Dustin in its sole discretion determine that it is not possible or not reasonably necessary to make such changes, and the objections presented by the Customer include valid reasons (as defined under section 11.2), the Customer is entitled to terminate the Terms of Sale in accordance with section 11.2.

## **6. Assistance with requests from data subjects**

In addition to what follows from section 3.2, Dustin must implement adequate technical and organizational measures in order to, at the written request of the Customer, be able to assist the Customer in fulfilling the rights of the data subjects as set out in the General Data Protection Regulation. Dustin's obligation under this provision only applies to the extent such assistance is reasonably possible and to the extent the processing of personal data requires such obligation. As regards IT consultancy services, the Customer shall at the latest upon signing the Terms of Sale inform Dustin in writing if and to what extent the Customer finds such measures necessary for the processing of personal data which Dustin will carry out on behalf of the Customer when performing the IT consultancy services covered by the Terms of Sale.

In addition to the above and taking into consideration the nature of the processing and the information available to Dustin, Dustin must at the written request of the Customer assist so that the Customer can fulfil the obligations imposed on it related to safety for personal data, data breaches, data protection impact assessment and prior consultation in accordance with Applicable Data Protection Legislation.

Dustin is entitled to reasonable compensation for the assistance provided under this section 6.

## **7. Confidentiality and disclosure of personal data**

Personal data, for which the Customer is controller and which Dustin is processing in accordance with this DPA, is subject to the terms of confidentiality in the Terms of Sale.

Dustin must not disclose the Customer's personal data under this DPA to a data subject or a third party, unless

otherwise stated in the Terms of Sale or provided by law, a judicial decision or an official decision. If Dustin discloses such information due to legal requirements, a judicial decision or an official decision, Dustin will inform the Customer of the disclosure unless prohibited by the law, judicial decision or official decision in question.

Dustin must without undue delay inform the Customer if the data subject requests information related to the processing of personal data under this DPA and refer the data subject to the Customer. Dustin will assist the Customer in responding to such requests in accordance with section 6 above.

Dustin and its representatives are obligated under Applicable Data Protection Legislation to co-operate with competent supervisory authorities. Dustin will inform the Customer of such request without unreasonable delay if the request specifically concerns the processing of personal data under this DPA. Dustin will not represent the Customer or act on behalf of the Customer in such requests from a supervisory authority. Dustin is entitled to reasonable compensation for its work with inquiries related to the Customer subject to the inquiry not resulting from Dustin's breach of its obligations under this DPA.

## **8. Compensation**

In addition to what is stated in this DPA, Dustin is entitled to reasonable compensation for complying with the Customer's written instructions, unless the requested action is specifically stated in the Terms of Sale. If Dustin is entitled to compensation for work performed, Dustin's current price list will apply unless otherwise stated in the Terms of Sale.

## **9. Liability**

### **9.1 General**

If Dustin is liable to pay damages to data subjects in accordance with Applicable Data Protection Legislation, and the Customer has participated in the processing of personal data that forms the basis of the data subjects' claims, the Customer must reimburse Dustin for the part of the damages that Dustin is obligated to pay to data subjects that is attributable to the Customer's non-performance of its obligations or the Customer's instructions to Dustin. In addition, the Customer must reimburse Dustin for its reasonable costs relating to Dustin's defense against claims from data subjects (including what Dustin has been ordered to pay to data subjects).

If the Customer is liable to pay damages to data subjects in accordance with Applicable Data Protection Legislation, and Dustin has participated in the processing of personal data that forms the basis of the data subjects' claims, Dustin must reimburse the Customer for the part of the damages that the Customer is obligated to pay, and which is attributable to Dustin's non-performance of its obligations under Applicable Data Protection Legislation or

this DPA. In addition, Dustin must reimburse the Customer for its reasonable costs relating to the Customer's defense against claims from data subjects (including what the Customer has been ordered to pay to data subjects). Dustin's total liability under this DPA is limited to 150 percent of the service fee for the first twelve months of the Products, unless Dustin has caused the damage by intent or gross negligence.

A Party's liability for damages not expressly stated herein is governed by the Terms of Sale.

## **9.2 Notification, right of information etc.**

A Party that is subject to claims from data subjects must within reasonable time (i) inform the other Party in writing of any claims made that may result in claims against the other Party pursuant to this section 9, and (ii) allow the other Party insight to the documents in such proceedings, both from the Party and from the data subjects, and allow the other Party to submit comments to such documents.

Claims for reimbursement under this section 9 are subject to compliance with the provisions above and may be raised no later than six months after a Party has been obliged to pay damages to data subjects.

## **10. Audits**

Dustin will provide the Customer access to any information which may reasonably be needed to prove that the obligations imposed upon processors under Applicable Data Protection Legislation have been fulfilled. This includes providing reasonable assistance in audits and inspections carried out by the Customer or an auditor appointed by the Customer. Inspections may only be done if an audit cannot be completed by Dustin's disclosure of information. Dustin must be informed about an inspection in good time prior to the intended date of inspection with specification of the scope and purpose of the inspection. Dustin is entitled to reasonable compensation for the costs associated with the implementation of such audit or inspection.

Prior to an audit or inspection, the Customer or the auditor appointed by the Customer must meet the necessary confidentiality obligations and comply with Dustin's security regulations at the place of inspection. The inspection must not hinder Dustin's business or risk the protection of other customers' information. Information gathered as part of the audit must be deleted after completed audit or when it is no longer necessary for the purpose of the audit.

## **11. Term and termination**

### **11.1 General**

This DPA is valid as long as Dustin processes personal data on behalf of the Customer and terminates automatically when Dustin ceases to provide any Products to the Customer pursuant to the Terms of Sale. However, a Party's liability under this DPA applies also after the termination of this Terms of Sale.

Upon termination of this DPA, Dustin must delete or return the Customer's personal data to the Customer or to a third party at the instruction of the Customer, including data being processed on Dustin Equipment but excluding data being processed on Customer Equipment. The personal data stored electronically may be provided electronically according to the Customer's instructions, if reasonable. The Customer's request of deletion or return must be submitted within sixty days of the termination of this DPA. After expiration of the period above, and unless otherwise required under Swedish, Danish, Norwegian, Finnish and/or EU law, as applicable, Dustin may delete existing copies of the personal data. After the return of the personal data, or if the return of personal data has not been requested by the Customer after the expiration of the above period, Dustin will delete the Customer's personal data within reasonable time, but no later than six months after the termination of this DPA.

After the termination of this DPA, Dustin may not process personal data for any other purpose than to delete the personal data or to protect the personal data from data breaches, unless otherwise required under Swedish, Danish, Norwegian, Finnish and/or EU law, as applicable. Dustin has the right to reasonable compensation for the work performed under this section 11.1.

### **11.2 Consequences of early termination**

The Customer is entitled to terminate the Terms of Sale in accordance with section 3.1 and 5 relating to the Products affected, with a 90 days' notice period. If partial termination is not possible for technical reasons, then termination of the provision of any Product may apply to the entire Terms of Sale and/or all Products affected. If the Terms of Sale is terminated in accordance with above, Dustin will refund any fees already paid for Products that will not be used after the termination of the Terms of Sale. If the Customer has valid reasons for objecting, Dustin may not hire the new sub-processor in question for the termination period. If the Customer cannot show that it has valid reasons for objecting, the termination is considered as an early termination without valid reason, in which case Dustin is entitled to compensation corresponding to twenty-five percent of the remaining contract value. In addition, if the Products include products necessary for the delivery of the Products which have been purchased by Dustin specifically for the Customer, the Customer undertakes to purchase such products from Dustin, if Customer requests early termination in accordance with this section. As an example, such products may include network products owned or leased by Dustin and installed at Customer sites, but do not include products related to private or public cloud Products which are installed at Dustin's or its partners premises.

"Valid reason" for the purpose of this section means circumstances on the part of the sub-processor that significantly affects, or is likely to affect, the protection of data subjects' personal data, such as a new sub-processor failing to comply with obligations imposed on processors under Applicable Data Protection Legislation.

## APPENDIX A. TO DATA PROCESSING AGREEMENT

### Specification over processing of personal data in connection with Products purchased on Marketplace

1. INSTRUCTIONS	
<b>1.1 Short description of the provision of the Product and the purpose of the processing activity</b>	<p><u>State all purposes for which personal data will be processed by Dustin:</u></p> <p>Dustin will process personal data as necessary to provide the Products pursuant to the Terms of Sale, and as further instructed by Customer in its use of the Products.</p>
<b>1.2 Categories of personal data</b>	<p><u>List the types of personal data that will be processed by Dustin:</u></p> <p>Customer may submit personal data to the Product, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to the following categories of personal data: Login credentials; name; title; position; employer; contact information (company, email, phone, address); device ID; ; connection data; traffic volumes and patterns; localization data; domain; IP-number; user-generated data about your interaction with Dustin's marketing communication and websites; cookies; end user behaviour; correspondence and other information related to support matters.</p> <p><u>List the types of special categories of personal data that will be processed by Dustin (if any):</u></p> <p>Customer may submit personal data to the Product, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to the following categories of special categories of personal data: information revealing ethnic origin; political opinions; religious or philosophical beliefs; trade-union membership; data concerning health or sexual preferences.</p>
<b>1.3 Categories of data subjects</b>	<p><u>List the categories of data subjects that Dustin will process personal data on and the scope of processing:</u></p> <p>Personal data processed concern any individual user of any local area network (LAN) created in whole or in part using the products included in the Product and purchased from Dustin. In addition, Customer may submit personal data to the Products to the extent of which is determined and controlled by the Customer in its sole discretion and which may include, but is not limited to, personal data relating to the following categories of data subjects: (1) Prospects, customers, business partners and vendors of Customer (who are natural persons); (2) Employees or contact persons related to (1) above; (3) Employees, agents, advisors and consultants of Customer (who are natural persons); (4) Customer's users authorized by Customer to use the Product.</p>
<b>1.4 Processing activities (storage, administration etc.)</b>	<p><u>List the processing activities that will be performed by Dustin:</u></p> <p>Automated processing activities may be performed, such as; monitoring, error correction, patching, backup, restoring, scripting, remote management and remote correction.</p> <p>Manual processing activities may be performed, such as; error correction, maintenance, upgrades, installations, patching, backup, restoring, scripting, remote connections and corrections.</p> <p>Other activities where personal data may be processed include: purchasing equipment and items on behalf of Customer, such as certificates, licenses, software, domain and hardware.</p>
<b>1.5 Place for processing</b>	<p><u>List all countries in which personal data may be stored and/or processed by Dustin:</u></p> <p>A list of all countries in which personal data may be stored and/or processed by Dustin and its sub-processor for the purchased Products can be found on the following link <a href="https://www.dustin.se/agreements/sub-processors-for-services/">https://www.dustin.se/agreements/sub-processors-for-services/</a>.</p>
<b>1.6 Use for the purpose of improving the Product</b>	<p><u>Personal data may be processed for the following activities in order to improve the Products (if any):</u></p>
1.6.1 Specification of the categories of personal data that may be used for the purpose of improving the Product the Customer has purchased (e.g. name, address):	As specified under section 1.2 in this appendix.
1.6.2 These personal data shall be gathered from the following processing activities Dustin performs on behalf of the Customer (e.g. backup, storage, error corrections):	It might be gathered as part of: monitoring, error correction, patching, backup, restoring, scripting, remote management and remote correction.

1.6.3 The personal data may only be used by Dustin for the purpose of improving and/or developing the following types of Products or types of Products that the Customer has ordered (e.g. Dustin's error handling process):	Network usage, storage usage and hardware usage and/or specifications may be stored for reference in future Product offers.
<b>2. SECURITY MEASURES</b>	
<b>State all organizational and technical security measures that will be implemented by Dustin</b>	
<b>2.1 Physical access control</b>	<p><u>Measures to prevent physical access of unauthorized persons to IT systems that handle personal Data:</u></p> <p>Data Center access depends on a set of keys currently situated at a different location than the data center, which again is dependent on electronic key card access. Physical access to Dustin employee PC's are dependent on electronic key card access to the physical offices, and each card are coded with a personal pin known only to them.</p>
<b>2.2 System access control</b>	<p><u>Measures that prevent unauthorized persons from using IT systems and processes:</u></p> <ul style="list-style-type: none"> <li>- Workstations require the use of strong passwords, a short windows lock interval and bitlocker.</li> <li>- O365 requires two-factor authentication when accessing from external IP.</li> <li>- Access to Customer's infrastructure requires additional log-in to a separate terminal Products domain where delegated access permissions are in effect and requires password to be changed at a regular interval. In addition, all activities performed by the technicians is monitored and logged.</li> </ul>
<b>2.3 Data access control</b>	<p><u>Measures to ensure that persons authorized to use the IT system have access only to the personal data pursuant to their access rights:</u></p> <p>The systems are designed for delegated access permissions. This has been set up to only allow authorized persons to access data they have authority to access.</p>
<b>2.4 Transmission access control</b>	<p><u>Measures to ensure that personal data cannot be read, copied, altered or deleted by unauthorized persons during electronic transmission or during transport or storage on data media and that those areas can be controlled and identified where transmission of personal data is to be done via data transmission systems:</u></p> <p>SSL and HTTPS are used as standard encryption on Dustin's access to internal systems.</p> <p>TLS and ICA are used as standard encryption on Dustin's connection protocol to management tools.</p> <p>SFTP is used as standard encryption on Dustin's data and file transfer in regards to the Products offered.</p>
<b>2.5 Entry control</b>	<p><u>Measures to ensure that it can be subsequently reviewed and determined if and from whom personal data was entered, altered or deleted in the IT system:</u></p> <p>Access to systems is logged and monitored, to create a trail for audits and revisions in security and processes for accountability.</p>
<b>2.6 Availability control</b>	<p><u>Measures to ensure that personal data are protected against accidental destruction or loss:</u></p> <p>Backup is set up in accordance with the Terms of Sale. Dustin also operates with a separate system for power management and network in case of critical power failure or line interference.</p>
<b>2.7 Separation control</b>	<p><u>Measures to ensure that personal data collected for different purposes can be processed separately:</u></p> <p>Data collected are processed in separated systems, both in regards to delegated access and for management purposes. This is to ensure that the correct information is stored for the correct purposes.</p>
<b>2.8 Retention rules</b>	<p><u>Measures to ensure that personal data is adequately erased or destroyed when use of the personal data is no longer reasonable or necessary:</u></p> <p><i>During term of Terms of Sale:</i> As soon as possible from the Customer requested the personal data to be deleted and at the latest within 1 month from the request.</p> <p><i>After expiry of the term of the Terms of Sale:</i> see section 11 in the Data Processing Agreement.</p>
<b>2.9 Security instructions</b>	<p>In addition to the security instructions set out in section 2.1-2.8 of this appendix, Dustin has adopted an internal security policy and security instructions to handle security relating to Dustin's Products and its operations and which among others include the following:</p>

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|--|--|
|  | <ul style="list-style-type: none"><li>- Risk assessment, analysis, treatment and reporting</li><li>- Roles and responsibilities</li><li>- Incident severity classification, incident management and incident response</li><li>- Information asset management</li><li>- Information ownership</li><li>- Information security &amp; classification</li><li>- Physical and environmental security</li><li>- Information Security Management System</li><li>- Guidance, compliance and reporting</li><li>- Security governance framework</li></ul> |
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### 3. PRE-APPROVED SUB-PROCESSORS

Dustin is entitled to use the sub-processors listed on the link below, for the processing of personal data under this Data Processing Agreement. <https://www.dustin.se/agreements/sub-processors-for-services/>