

DATA PROCESSING SCHEDULE

1 BACKGROUND AND PURPOSE OF SCHEDULE

1.1 This Schedule sets out the terms and conditions for the Processing of the Personal Data by Solibri Oy ("**Solibri**") and the Customer in connection with Solibri's provision of the Services to the Customer based on the Agreement. This Schedule is an integral part of the Agreement and of the Solibri SaaS Terms of Service.

1.2 When Solibri Processes Personal Data as a Personal Data controller, Solibri's Customer, Prospect and Partner Register applies. Link to the Privacy Policy of Solibri's Customer, Prospect and Partner Register is [here](#).

2 DEFINITIONS

The following terms shall have the meanings assigned to them herein.

"**Laws**" means the EU General Data Protection Regulation 2016/679 ("**GDPR**") and national personal data processing legislation in EU and EEA countries implemented based on the GDPR, and other personal data processing legislation that binds the Customer in relation to the Personal Data when Processed by Solibri.

"**Personal Data**" means any information relating to an identified or identifiable natural person ("**Data Subject**") which information is Processed by Solibri under the Agreement on behalf of the Customer.

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data transmitted, stored or otherwise Processed.

"**Process**" or "**Processing**" means any operation or set of operations which is performed on the Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Separate Pricing**" is defined in Section 3 of this Schedule.

"**Services**" means the Software Service and other services provided by Solibri to the Customer based on the Agreement.

"**Sub-Processor(s)**" are defined in Section 6.

"**Subsidiary/Subsidiaries**" means Solibri's subsidiaries (at the time of the latest update of this Schedule, the following: Solibri UK Ltd, Solibri DACH GmbH and Solibri Benelux B.V.).

3 PROCESSING AND SOLIBRI'S DUTIES

3.1 Solibri may not use the Personal Data for other purposes than to provide the Services to the Customer and based on documented instructions from the Customer, unless required to do so by European Union ("**EU**") or EU Member State law to which Solibri is subject. In such a case, Solibri shall inform the Customer of that legal requirement before the Processing, unless that law prohibits such information

on important grounds of public interest. Such documented instructions are hereby given by the Customer to Solibri and the instructions are limited to: Solibri shall Process the Personal Data in order for Solibri and its Sub-Processors to provide the Services in accordance with the Agreement. If the Customer desires to amend the documented instructions or give new documented instructions to Solibri, the compliance with the amended and new instructions may be priced by Solibri in accordance with the Separate Pricing.

3.2 The purpose of providing the Services includes also that Solibri can provide to Customer's users information on the Software Service, such on the functionalities and updates of the Software Service and hints on using the Software Service, without the Customer's or user's specific consent.

3.3 If, based on the Laws or otherwise, Solibri is required to assist the Customer in performing the Customer's obligations related to Personal Data (such as obligations to respond to requests for exercising the Data Subjects' rights) or if Solibri is otherwise required to perform any other tasks or activities relating to the Personal Data or the Processing that are not Solibri's Service duties, the Customer shall pay to Solibri a separate price for such tasks and activities in accordance with Solibri's then-current general price list ("**Separate Pricing**"). These tasks or activities can be e.g. providing information to a Data Subject, removing or transferring Personal Data or responding or reporting to data protection authorities or allowing audits or inspections.

3.4 Solibri shall carry out the technical and organisational measures in the provision of the Software Service according to Article 32 of the GDPR for securing the Personal Data against unauthorised access and accidental or unlawful destruction.

3.5 Upon the termination or expiration of the Agreement, Solibri shall at the choice of the Customer either destroy the Personal Data or return the Personal Data to the Customer, and delete existing copies unless law requires storage of the Personal Data by Solibri. In accordance with the Separate Pricing, Solibri is allowed to charge a price for its activities required to return the Personal Data. Solibri may also delete Personal Data on its own initiative to the extent defined in [Appendix 1](#) of this Schedule.

3.6 The Personal Data Processing Specification, the types of Personal Data and categories of the Data Subjects are defined in [Appendix 1](#) of this Schedule.

3.7 Solibri shall:

(a) ensure that persons authorised to Process the Personal Data on its behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(b) in accordance with the Separate Pricing and taking into account the nature of the Processing and the information available to Solibri, upon the Customer's written request, assist the Customer in ensuring compliance with the obligations pursuant to Articles

32 to 36 of the GDPR or with the Customer's obligations pursuant to other Laws;

- (c) in accordance with the Separate Pricing and taking into account the nature of the Processing, upon the Customer's written request, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subjects' rights laid down in Chapter III of the GDPR or in other Laws; and
- (d) in accordance with the Separate Pricing, upon the Customer's written request, make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in the Article 28 of the GDPR and allow for and contribute to audits required in the Laws, including inspections, conducted by the Customer or another auditor mandated by the Customer and required in the Laws. The Parties shall agree in advance on the time and other details relating to the conduct of such audits. The information regarding Solibri's operations learnt during the audits are Solibri's trade secrets. The Customer is liable for the auditor's compliance with the terms of the Agreement. The audit may not endanger Solibri's or its other clients' deliveries, quality, security or confidentiality.

4 CUSTOMER'S GENERAL OBLIGATIONS

4.1 The Customer shall:

- (a) Process Personal Data according to legal and regulatory requirements and fulfil all obligations and duties of the controller; and
- (b) ensure that the transfer of Personal Data to Solibri and its Sub-Processors complies with applicable laws and regulations and that Solibri and its Sub-Processors are entitled to Process the Personal Data under laws and regulations.

5 NOTIFICATION OF PERSONAL DATA BREACH

5.1 Solibri shall notify the Customer without undue delay after becoming aware of a Personal Data Breach in the Software Service.

5.2 To the extent available, Solibri shall provide the Customer with the following information:

- (a) a description of the nature of the Personal Data Breach, including, where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;
- (b) the name and contact details of the person that is responsible for Solibri's data protection matters;
- (c) a description of the likely consequences of the Personal Data Breach; and
- (d) a description of the measures taken or proposed to be taken by Solibri to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

If and to the extent the aforementioned information cannot be provided at the same time, the information may be provided in phases.

5.3 Solibri shall assist the Customer in ensuring compliance with the Customer's obligations pursuant to Laws to notify the Personal Data Breach to the

supervisory authority and/or to the Data Subjects, taking into account the nature of the Processing and the information available to Solibri. If Solibri or its subcontractor has not caused the Personal Data Breach by its fault, the Customer shall pay to Solibri for such assistance in accordance with the Separate Pricing.

6 USE OF SUB-PROCESSORS AND OTHER CONTROLLERS

6.1 The Customer gives Solibri a general authorisation to engage other processors ("**Sub-Processor(s)**") to Process the Personal Data.

6.2 The Customer approves the Processing by Solibri's Sub-Processor(s) and other controllers listed [here](#). Also, Solibri may use Subsidiaries as its Sub-Processors. Solibri may update the list from time to time and will notify the Customer of intended changes concerning the engagement of new Sub-Processor(s). The Customer has fourteen (14) days after receiving such notification to object to the engagement of new Sub-Processor(s) in writing, including valid reasonable reasoning for the objection. If the Customer objects to the engagement of a new Sub-Processor as permitted herein and if Solibri does not change the Services to avoid the Processing of the Personal Data by that new Sub-Processor within sixty (60) days after receiving such objection, either Party may terminate the Agreement with respect to the Services to the extent provided by Solibri by using that Sub-Processor, by giving the other Party a written notice latest within thirty (30) days' from Solibri's notice that the Processing by that new Sub-Processor will not be avoided. Such termination is the Customer's sole and exclusive remedy. If the Customer does not object to a Sub-Processor or does not terminate the Agreement as set out herein, the Customer is deemed to have approved the Processing by the new Sub-Processor. It is noted and agreed that the Sub-Processors can have shorter times to notify Solibri of the changes concerning the engagement of their sub-processors, and therefore the process in this sub-section might not apply to such changes. Further information [here](#).

6.3 Where Solibri engages a Sub-Processor for carrying out specific Processing activities on behalf of the Customer, Solibri shall do so by way of a contract which imposes on the Sub-Processor, in substance, materially the same data protection obligations as the ones imposed on Solibri in accordance with this Schedule. Some of the contracts have been however entered into by using the Sub-Processors' data processing agreement templates, and the contents of some of these current data processing agreements can be seen [here](#) (please see links to these agreements).

6.4 The Customer also understands and agrees that Solibri, Sub-Processors and/or other Personal Data controllers can also collect information on e.g. the Customer's users' use of the Software Service, and Solibri and these third parties can e.g. target marketing to users based on this information. Further information [here](#) and in the Privacy Policy of Solibri's Customer, Prospect and Partner Register. Where user's consent is necessary for these purposes under applicable law, then Solibri, the Sub-Processor/other

controller asks for the user's consent according to requirements under applicable law. When Solibri acts as a Personal Data controller, also the Privacy Policy of Solibri's Customer, Prospect and Partner Register applies. Link to the Privacy Policy of Solibri's Customer, Prospect and Partner Register is [here](#).

7 TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

- 7.1 Solibri and its Sub-Processors might transfer the Personal Data to countries outside the European Economic Area (EEA) and European Union (EU) ("**Third Country**") for the purposes set out in this Schedule. Further information also [here](#).
- 7.2 The legal basis for the transfer of the Personal Data to Third Countries is Solibri's or its subcontractors' and/or suppliers' Binding Corporate Rules, European Commission's Standard Contractual Clauses for the transfer of Personal Data to processors established in third countries ("**Standard Contractual Clauses**"), European Commission's adequacy decision, alternative data export mechanisms for the lawful transfer of Personal Data (as recognized under GDPR) or other legal basis. Further information also [here](#).

8 LIMITATIONS OF LIABILITY

- 8.1 The limitations and disclaimers of liability in the Agreement, including but not limited to in the Solibri SaaS Terms of Service, apply to this Schedule as well. Without limiting the foregoing:
- (a) Solibri shall have no liability for any indirect, incidental, consequential, special or exemplary damages, such as for loss of profit, loss of revenue, loss of goodwill or business interruption, or for punitive damages, cost of cover purchase, loss of data or damages payable to third parties, even if Solibri has been advised of the possibility of such damages.
- (b) Solibri's aggregate maximum liability arising out of or related to the Agreement (including but not limited to this Schedule) and any and all Customer's orders for any and all causes of action occurred during any calendar month (including the amounts of possible price returns, price reductions and service level credits), shall not exceed fifty percent (50 %) the amount of the SaaS Fee (without value added tax and other governmental charges) paid by the Customer to Solibri for the said calendar month.
- 8.2 The limitations of liability in this Section shall apply to all causes of action or claims in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability or misrepresentation, and these limitations shall apply notwithstanding the failure of essential purpose of any remedy under the Agreement.
- 8.3 These limitations of liability shall not apply to damages caused by gross negligence or intentional act.

9 APPENDICES

[Appendix 1](#): Personal Data Processing Specification, types of Personal Data and categories of Data Subjects when Solibri Acts as a Processor

APPENDIX 1 PERSONAL DATA PROCESSING SPECIFICATION, TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS WHEN SOLIBRI ACTS AS A PROCESSOR

SUBJECT-MATTER AND DURATION OF THE PROCESSING OF PERSONAL DATA

The subject-matter of the Processing is the provision of the Services to the Customer under the terms of the Agreement.

The duration of the Processing is during the term of the Agreement.

NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

The nature of the Processing is the performance of the Services in accordance with the Agreement.

The purpose of the Processing is to process the Personal Data as necessary to perform the Services in accordance with the Agreement.

The nature and purpose of providing the Services includes also that Solibri can provide to Customer's users information on the Software Service, such on the functionalities and updates of the Software Service and hints on using the Software Service, without the Customer's or user's specific consent.

CATEGORIES OF DATA SUBJECTS

Customers' and its contractors' employees.

TYPES OF PERSONAL DATA

All Personal Data listed below is collected as it is necessary to perform the Services in accordance with the Agreement.

- (i) name
- (ii) user name/ user ID
- (iii) authoring tool's UUID (collected for non-registered users and provided by the authoring tool provider, when the user clicks to access the Software Service in or through the authoring tool). Solibri deletes authoring tool's UUID if the user been inactive for one (1) year in the Software Service.
- (iv) IP address
- (v) email address
- (vi) organization
- (vii) department
- (viii) passwords
- (ix) country
- (x) job function / role / title
- (xi) gender (such as Ms/Mr/Miss) if voluntarily submitted by user when communicating with customer service
- (xii) phone number if given to customer service
- (xiii) other personal data voluntarily submitted in the free form text field of a ticket or in communications with customer service
- (xiv) browser user agent information
- (xv) user's activities in the software/ behavioral data /usage data
- (xvi) device information, subscription and purchase information, account information, and location information
- (xvii) other personal data collected by Sub-Processors and other controllers according to their DPAs and other policies as can be seen [here](#) (typically arise from the use of the Software Service or based on the commercial relations between the Customer and the Supplier)