



# ClearContract Master Services Agreement

## 1. DEFINITIONS

- 1.1. “**Agreement**” shall mean this Master Services Agreement. When an Order Form has been signed, the Agreement shall refer to both the Master Services Agreement and the Order Form.
- 1.2. “**Master Services Agreement**” shall refer to the latest version of this Agreement (including the Data Processing Appendix), published on ClearContract’s website ( [www.clearcontract.dk](http://www.clearcontract.dk) ).
- 1.3. “**ClearContract**” shall refer to ClearContract ApS, incorporated in Denmark and registered at the Danish Business Authority with company registration number 44331969
- 1.4. “**Customer**” shall refer to the company (or any successor) that has signed the Order Form and ordered the Service from ClearContract, or who has been provided with a Free Trial or the Service free of charge.
- 1.5. “**Custom Plan**” shall refer to a custom/enterprise plan that the Customer has signed an Order Form for that is not available for purchase in the Self-Service Menu.
- 1.6. “**Service**” shall mean the combined services and/or products provided by ClearContract to the Customer, any subpart of the service, as well as any service and/or products provided free of charge.
- 1.7. “**System**” shall refer to the ClearContract application. It refers to both the browser and Word add-in accessible parts of the Service, as well as any backend server connected to these.
- 1.8. “**Order Form**” shall mean the order form that is signed by the Customer in the process of ordering the Service from ClearContract.
- 1.9. “**Free Trial**” shall mean a period of 14 days or an otherwise agreed period, where the Customer can access and evaluate the service free of charge without any purchase commitment.
- 1.10. “**Authorized User**” shall mean the employees of the Customer (or affiliates) that have access to ClearContract.
- 1.11. “**Effective Date**” shall mean the date that the Customer signs up for a Free Trial, or the date that the Customer signs an Order Form, whichever is earlier.
- 1.12. “**Party/Parties**” shall mean the entities entering into this Agreement and any successors or assigns. Each entity that is a party to this Agreement is referred to as a Party, and collectively the Parties.
- 1.13. “**Term**” shall have the meaning in clause 7.1.
- 1.14. “**Subscription Period**” shall mean the number of months as specified in the Order Form.
- 1.15. “**Payment Interval**” shall mean the number of months as specified in the Order Form.
- 1.16. “**Plan**” shall mean any of the subscription plans offered in the Self-Service Menu, except for the Custom/Enterprise plan.
- 1.17. “**Self-Service Menu**” shall mean the interface in the ClearContract application, where Customers can autonomously upgrade/downgrade their subscription by selecting a Plan and signing a new Order Form to upgrade/downgrade.



- 1.18. **“Total Price”** shall mean the price that the Customer will have to pay for the Service every Payment Interval.
- 1.19. **“CMS”** shall mean the Contract Management System module of the Service.
- 1.20. **“Workflow”** shall mean the Workflow feature of the Service, where the Customer can create automations that interact with different parts of the Service.

## **2. SERVICE**

- 2.1. The terms set forth in this Agreement shall apply to the provision of the Service by ClearContract to the Customer.
- 2.2. By signing the Order Form, the Customer agrees and accepts to be bound under terms of the Order Form and this Agreement. In case of any discrepancies between the Order Form and this Agreement, the Order Form shall take precedence.
- 2.3. By signing the Order Form, the Customer purchases access to the Service outlined in the Order Form (including any limitations cf. section 4).
- 2.4. By signing up for a Free Trial, the Customer agrees and accepts to be bound by the terms of this Agreement.

## **3. FREE TRIAL**

- 3.1. By signing up for a Free Trial, the Customer will have access to the Service for the duration of the Free Trial for the strict purpose of evaluating the Service.
- 3.2. Notwithstanding anything to the contrary in this Agreement, ClearContract can revoke the Free Trial at any time without reason and makes no warranties or representations with respect to the quality, availability or performance of the Service during the Free Trial.

## **4. SUBSCRIPTION LIMITS**

- 4.1. The subscription is subject to the limits outlined in the Order Form.
- 4.2. Monthly drafted contracts is a limit to the number of documents that the Customer can draft through the “Templates” menu in the System each month.
- 4.3. Monthly contract reviews is a limit to the number of documents that the Customer can review through the Microsoft Word add-in part of the System each month.
- 4.4. Monthly automation credits is the amount of credits that the Customer has available each month to use in the Workflow feature.
- 4.5. Monthly chats with legal assistant is the amount of messages you can send to the ClearContract legal assistant each month.
- 4.6. The monthly limits will reset on each day of the month that corresponds to the day of the month where the subscription started.



- 4.7. Documents in storage is a limit to the number of documents that the Customer can store in the CMS. This limit does not reset.

## **5. RESTRICTIONS IN ACCESS & IP**

- 5.1. The Customer shall not, and shall not permit anyone to: (i) copy or republish the Service, (ii) make the Service available to any person other than the Authorized Users, (iii) modify or create derivative works based upon the Service, (iv) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Service, (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Service, (vi) access the Service in order to build a similar or competitive product or (vii) access or use the Service through any machine application that autonomously interacts with the Service.
- 5.2. This Agreement does not confer unto the Customer any license or intellectual property rights to the Service. ClearContract shall own and retain all ownership rights, title and interest, including any intellectual property rights, in, to and of the Service.
- 5.3. This Agreement only grants the Customer the right to access the Service. Upon termination of this Agreement, this right is immediately revoked.

## **6. CUSTOMER RESPONSIBILITIES & REPRESENTATIONS**

- 6.1. The Customer shall provide, upon request from ClearContract, any reasonable commercial and/or technical information and assistance to ClearContract that are required for ClearContract to deliver the Service to the Customer. The Customer shall only provide true and correct information.
- 6.2. The Customer must ensure that its Authorized Users have a valid account with Microsoft on a domain owned by the Customer and that its users can access Microsoft Word for desktop. The Customer must further ensure that its users can install the add-in part of the Service from the Microsoft Word add-in marketplace, including setting up applicable permissions to do so.
- 6.3. The Customer must further ensure that its Authorized Users have access to the internet and use a supported browser to access ClearContract. The Customer shall further ensure that their Microsoft Word applications are continuously held up to date with the latest versions released by Microsoft. The same applies to any browser used to access ClearContract. ClearContract can only guarantee functionality on the browsers "Safari", "Google Chrome" and "Microsoft Edge". ClearContract cannot guarantee functionality on any outdated version of Word or outdated/unsupported browser application.
- 6.4. The Customer shall comply with all applicable laws in connection with its use of the Service. The Customer shall ensure that its Authorized Users comply with the terms and conditions of this Agreement.
- 6.5. The Customer shall: (i) notify ClearContract immediately of any unauthorized use or any other known or suspected breach of security in relation to the Service, and (ii) report to ClearContract immediately upon knowledge of, and use reasonable efforts to stop, any unauthorized use of the Service that is known or suspected by the Customer.
- 6.6. The Customer warrants and represents that:
- (a) It is entering into this Agreement as a legal entity, and not as a private individual; and
  - (b) It has the legal authority to enter into and perform its obligations under this Agreement; and
  - (c) The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action; and
  - (d) This Agreement constitutes a valid and binding obligation of the Customer, enforceable against it in accordance with its terms; and



- (e) It is not a party to any pending litigation or governmental investigation that would adversely affect its ability to perform its obligations under this Agreement; and
- (f) It is not under any reconstruction or insolvency proceedings, or other legal proceedings that have a material detrimental effect on its liquidity.
- (g) It, or any of its officers and representatives, are not a sanctioned entity on the EU, US or Great Britain sanction lists.

## 7. DURATION & TERMINATION

- 7.1. This Agreement shall be effective from the Effective Date and continue until terminated by either Party in accordance with the clauses in this section 7 (the “**Term**”).
- 7.2. The Customer accepts that during the Term, access to the Service is provided on a continuous subscription basis in periods of months equal to the Subscription Period. The initial subscription period starts at the date specified in the Order Form.
- 7.3. A new and binding Subscription Period automatically begins at the end of a Subscription Period.
- 7.4. If the Customer has subscribed via the Self-Service Menu, the Customer can terminate the Agreement by cancelling the subscription in the Self-Service Menu. The cancellation shall be effective at the end of the current Subscription Period.
- 7.5. If the Customer has subscribed via a Custom Plan, the Customer can terminate the Agreement by written notice to ClearContract with at least three months’ notice to the end of a Subscription Period.
- 7.6. If the Customer upgrades their subscription through the Self-Service Menu, a new Order Form will be signed. The current subscription and this Agreement will terminate, and a new subscription and Agreement will begin immediately under the terms of the new Order Form. Notwithstanding the foregoing, If the new subscription is a downgrade (a net decrease in the Total Price between the two subscriptions) then the existing subscription will first be cancelled, and the new subscription will first be created, at the end of the current Subscription Period.
- 7.7. ClearContract may in all cases terminate the Agreement by written notice with at least three months’ notice to the end of a Subscription Period.
- 7.8. Notwithstanding anything to the contrary, this Agreement may be terminated immediately by the non-breaching Party if:
  - (i) A Party materially breaches any of the obligations and/or provisions under this Agreement and has not remedied this within fifteen (15) days’ notice by the non-breaching Party; or
  - (ii) A Party defaults on a payment and has not remedied this within five (5) days’ notice by the non-defaulting Party.
  - (iii) The representations and warranties made by the Customer in 6.6 are false or inaccurate.
- 7.9. Any payment obligations beginning before the termination of the Agreement will continue in effect until performed in full.

## 8. PRICING & PAYMENT

- 8.1. The Customer agrees to pay a recurring fee for the Service to ClearContract in an amount equal to the Total Price.
- 8.2. The Customer shall pay the Total Price at each Payment Interval.



- 8.3. If the Customer pays by payment card in the Self-Service Menu, the Total Price will automatically be deducted from the account at every Payment Interval. The Customer is required to replace any payment cards registered for payments if the currently registered payment card is about to expire.
- 8.4. If the Customer pays by invoice, the Customer shall pay the Total Price within 10 business days by wire transfer to the bank account of ClearContract as specified on the invoice. Any late payment may be subject to interest of two (2) percent, including any fees applicable by law.
- 8.5. All references to Total Price in this section shall include any applicable taxes.
- 8.6. Notwithstanding anything to the contrary in this Agreement, ClearContract may change the Total Price with three months' notice to the end of a Subscription Period. If the Customer does not wish to be bound by the new Total Price in the next Subscription Period, they can cancel the subscription in accordance with section 7. If the Customer is on a Custom Plan and does not wish to be bound by the new Total Price, they can terminate the Agreement with at least 15 days' notice to the end of the current Subscription Period.

## **9. AUTHORIZED USERS**

- 9.1. The Customer has purchased access to a number of users as stipulated in the Order Form.
- 9.2. When an employee of the Customer gains access to the Service, they become an Authorized User.
- 9.3. Authentication of Authorized Users requires an email address and a password specified by the Authorized User. The email address must belong to a domain owned by the Customer or its affiliates.
- 9.4. The Customer can add Authorized Users in the System. Each user will count toward the number of users purchased access for.
- 9.5. The Customer can delete or deactivate Authorized Users in the System so that they will not count toward the amount of purchased users.
- 9.6. If the Customer has signed up to a Plan via the Self-Service Menu, then the Customer can purchase more/less users than the current subscription through the Self-Service Menu. If the Customer changes the number of users, a new Order Form will be signed, and changes will be effective in accordance with clause 7.6.
- 9.7. If a Customer is on a Custom Plan, they can order more/less users by requesting it from ClearContract in writing. Downgrades will first take effect from the end of the current Subscription Period.

## **10. CHANGES TO SERVICE**

- 10.1. The Customer understands and accepts that the Service provided by ClearContract is an evolving software application that may be subject to development, updates and improvements. ClearContract reserves the right to modify, enhance or add features to the Service at its sole discretion without prior notice or communication to the Customer. The Service in its current form may therefore be subject to change.
- 10.2. The Customer acknowledges that the ongoing development and improvements to the Service are intended to enhance its performance, security, and usability and are striven to be reasonably in line with the expectations of the Service by the Customer, factoring in the future potential for development of the Service into similar and related technological services.



- 10.3. ClearContract shall make reasonable efforts to communicate major updates or material changes in the Service to the Customer.
- 10.4. Any updates, modifications or new features introduced shall be considered part of the Service and subject to the terms and conditions of this Agreement.

## 11. AVAILABILITY OF SERVICE

- 11.1. The Customer acknowledges that the Service provided by ClearContract may experience periodic downtime or interruptions due to scheduled updates, maintenance and technical errors.
- 11.2. ClearContract will make reasonable efforts to minimize any service disruptions and downtime. However, the Customer understands and accepts that occasional interruptions or temporary unavailability of the Service may occur.
- 11.3. ClearContract reserves the right to schedule regular maintenance and updates to ensure the performance, security and reliability of the Service.
- 11.4. ClearContract will make commercially reasonable efforts to resolve reported service issues within a reasonable time frame. However, ClearContract does not guarantee an immediate resolution to any reported issues.
- 11.5. The Customer agrees to promptly report any service disruptions, errors or technical issues to ClearContract and provide all necessary cooperation and information to facilitate the resolution of such issues.

## 12. FORCE MAJEURE

- 12.1. Neither Party shall be liable for any failure or delay in the performance of any obligation under this Agreement if such failure or delay is due to a Force Majeure Event (as defined below).
- 12.2. A ("**Force Majeure Event**") refers to any unforeseeable and unavoidable event that is beyond the reasonable control of the affected Party that makes the performance of an obligation under this Agreement impossible, including but not limited to acts of God, natural disasters, war, terrorist activities, strikes, riots or any other event classified as force majeure under applicable laws.
- 12.3. Upon the occurrence of a Force Majeure Event, the affected Party shall promptly notify the other Party in writing, providing details of the event and its expected impact on the performance of this Agreement.
- 12.4. The Party affected by the Force Majeure Event shall be excused from the performance of its obligations for the duration of the event. The affected party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable.
- 12.5. If a Force Majeure Event substantially impacts the performance of this agreement for a continuous period of 30 days, either Party may choose to terminate this agreement by providing written notice to the other party.
- 12.6. In the event of termination under clause 12.5, neither Party shall be held liable for any damages, losses, or claims arising out of such termination, except for the payment obligations accrued up to the date of termination.

## 13. LIABILITY & LIMITATION OF LIABILITY



- 13.1. Each Party shall not be liable for any indirect, incidental, consequential, or special damages to the other Party, arising out of or in connection with the Agreement.
- 13.2. The Parties agree that each Party's total liability under this Agreement cannot be greater than the total amount paid in subscription fees by the Customer to ClearContract under the Agreement.
- 13.3. The Customer understands and accepts that the Service is only intended to be used as a tool by Authorized Users with a legal educational and/or professional background. ClearContract does not act as a professional advisor/counselor to the Customer in any way through its provision of the Service. The Service is not to be used as a complete replacement for any manual legal review of any agreement. The Customer understands and accepts that the Service provides computer-generated information that can be erroneous and faulty. The Customer accepts that ClearContract is for these reasons not liable for any reliance by the Customer on any information, findings or results produced by the Service to the Customer and its Authorized Users.
- 13.4. ClearContract shall not be liable for any loss of the Customer's data, provided however that ClearContract will ensure commercially reasonable safeguards against alteration or loss of the Customer's data, including maintaining appropriate backups of Customer data.
- 13.5. The Customer agrees to indemnify, defend, and hold harmless ClearContract, its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or in connection with the Customer's incorrect use of the Service and/or any violation of this Agreement.

## 14. CONFIDENTIALITY

- 14.1. Subject to section 15, the Parties agree to treat all Confidential Information (as defined below) disclosed during the course of this Agreement as strictly confidential and use the Confidential Information solely for the purposes of fulfilling its obligations under this agreement and shall not disclose or provide access to the Confidential Information to any third party without the prior written consent of the disclosing party, except as required by law.
- 14.2. ("**Confidential Information**") refers to any non-public, proprietary, or sensitive information, including but not limited to trade secrets, business plans, customer data, financial information, technical specifications, software code, and any other information that is designated as confidential or would reasonably be considered confidential based on the nature of the information and the circumstances of disclosure.
- 14.3. The Parties shall take reasonable measures to maintain the confidentiality and security of the Confidential Information, exercising at least the same degree of care as it would with its own Confidential Information of a similar nature.
- 14.4. The obligations of confidentiality shall remain in effect during the Term of this Agreement and for a period of three (3) years following its termination, regardless of the reason for termination. If any contracts or documents of any kind are provided to ClearContract by the Customer for evaluating and testing the performance of the Service, these contracts or documents shall be subject to indefinite confidentiality obligations.
- 14.5. The obligations of confidentiality shall not apply to any information that:
  - (i) is or becomes publicly available through no fault of the receiving party; or
  - (ii) is rightfully obtained by the receiving party from a third party without any obligation of confidentiality; or





- (iii) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or
- (iv) is required to be disclosed by law, regulation, or court order, provided that the receiving party gives the disclosing party prompt written notice to allow the disclosing party an opportunity to seek a protective order or take other appropriate measures to protect the confidentiality of the information.

14.6. Upon termination of this Agreement, or upon the disclosing party's request, the receiving party shall promptly return or destroy all Confidential Information, including any copies or reproductions thereof.

14.7. The Customer accepts and consents that ClearContract can use the Customer's name and logo on ClearContract's website and LinkedIn page for marketing purposes for the duration of this Agreement. The Customer can withdraw this consent at any time. The foregoing does not grant ClearContract the right to make any statements, testimonial, or social media posts regarding this Agreement or collaboration with the Customer on behalf of or mentioning the Customer. Any such marketing materials can only happen with the consent of the Customer which can be withdrawn at any time.

## 15. DATA OF CUSTOMER

15.1. ClearContract warrants that no data will be saved about any document that the Customer analyses with the contract review Word add-in part of the Service. Only numerical analytics regarding the Customer's use of the Service will be saved for improving the Service (e.g. number of times a user has used the Service and the type of contract being analyzed).

15.2. Certain features require uploading documents to the Service, and in these cases, ClearContract will save information about and store any documents that are uploaded to the Service by the Customer. Upon termination of this Agreement, the Customer can elect if they wish to have their stored documents in the Service destroyed, or they can request to have ClearContract's help with migrating their documents to a third party/Customer-owned system before they are destroyed. ClearContract does not guarantee any success with migrating or compatibility with any other system, and ClearContract reserves the right to invoice the Customer for any costs related to migrating the Customer's documents upon end of the subscription if ClearContract agrees to help migrate to a different service. Notwithstanding the foregoing, ClearContract can provide a ZIP file of all documents free of charge.

15.3. If the Customer self-hosts the storage resource in accordance with clause 15.5 then ClearContract will not permanently save any document files of the Customer on ClearContract's tenant, unless such storage resource is only meant as a duplicate storage within the Customer's own tenant. ClearContract may temporarily store documents on ClearContract's tenant for certain operations. Any temporarily stored documents are deleted as soon as practicable.

15.4. ClearContract shall not have the right to access any Customer uploaded documents without the foregoing consent of the Customer.

15.5. The Parties can agree that the Customer can self-host the storage and/or database cloud resources used in the ClearContract application. The Customer will be responsible for the technical operation and any payment obligations related to self-hosted Resources.

15.6. The Customer acknowledges that ClearContract, through its provisioning of the Service, utilizes (1) third-party providers of machine-learning, generative-AI and translation services and (2) cloud service providers for database and web application hosting. The Customer understands and accepts that by using the Service, ClearContract may transmit the text of the contract to these third-party providers.





- 15.7. ClearContract warrants that any such third-party providers in clause 15.6 that ClearContract utilizes do not save or store any of the transmitted text. Furthermore, ClearContract warrants that such third-party providers apply industry-standard cybersecurity practices. No data transmitted by the Customer will be used to train or improve in any way any machine-learning or AI models without the foregoing consent of the Customer.
- 15.8. The Customer will use its best efforts to not use the review part of the Service on any agreement or document containing personal data as defined by the GDPR regulation. The Authorized Users will make their best efforts to anonymize any such personal data before using the Service.
- 15.9. The processing and storage of any personal data shall be subject to the terms and condition of the data processing appendix.

## **16. MISCELLANEOUS**

- 16.1. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect. The Parties agree to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the Agreement.
- 16.2. The headings and titles used in this Agreement are for convenience only and shall not affect the interpretation or construction of any provision.
- 16.3. The Customer may not assign or transfer any rights or obligations under this Agreement without the prior written consent of ClearContract, except in the case of a merger, acquisition, or sale of all or substantially all the assets of the Customer, provided that the assignee assumes all obligations under this Agreement. ClearContract may assign or transfer rights and obligations under this Agreement without the prior written consent of the Customer, provided that the assignee can fulfill the obligations under the Agreement.
- 16.4. The failure of either Party to enforce any provision of this Agreement shall not be deemed as a waiver of its right to enforce such provision. Any waiver of a breach of this Agreement must be in writing and shall not constitute a waiver of any subsequent or different breach.
- 16.5. Any notice or communication required or permitted under this Agreement shall be in writing and delivered personally, sent by registered mail, or transmitted by e-mail to the addresses provided by the Parties. Notices shall be deemed effective upon personal delivery, five (5) days after mailing or upon e-mail transmission, unless otherwise specified. Notices under this Agreement, that are delivered by e-mail transmission, can only be delivered to the following addresses:

To ClearContract: [christian@clearcontract.dk](mailto:christian@clearcontract.dk)

To the Customer: the email address of any of the super admin Authorized Users of the Customer.

- 16.6. This Agreement shall be governed by and construed in accordance with the substantive laws of Denmark.
- 16.7. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Aarhus.

## **17. CHANGES TO MASTER SERVICES AGREEMENT**

- 17.1. Any non-material changes to this Master Services Agreement may be made by ClearContract with 30 days' notice on ClearContract's website.
- 17.2. Any material changes to this Master Services Agreement may be made by ClearContract with 30 days' notice to the Customer.



- 17.3. If the Customer cannot accept changes made to this Master Services Agreement, the Customer must give written notice to ClearContract before the end of the 30 days' period. If no notice is given in this period, the Customer will be bound by the changes.
- 17.4. If the Customer gives written notice, within the period, that the changes cannot be accepted, ClearContract has the right to choose freely between continuing to provide the Service on the original Master Services Agreement or to terminate the Agreement with the Customer with effect from the end of the current Subscription Period.
- 17.5. All changes related to the Total Price occur by the procedure outlined in clause 8.6.



## Data Processing Appendix

### 1. DEFINITIONS

- 1.1. The definitions used in the first section of the Master Services Agreement also apply to this Data Processing Appendix.
- 1.2. “**GDPR**” shall refer to Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.3. “**Member State**” shall refer to a member state of the European Union
- 1.4. “**Data Processor**” shall refer to ClearContract.
- 1.5. “**Data Controller**” shall refer to the Customer.

### 2. ROLES & PROCESSING

- 2.1. This appendix sets forth the rights and obligations of the Parties with respect to the processing of personal data under the GDPR.
- 2.2. The Parties agree that during the Term of this Agreement, ClearContract shall act as the data processor and the Customer shall act as the data controller.
- 2.3. During the Term of this Agreement, ClearContract will process personal data on behalf of the Customer in accordance with this appendix.
- 2.4. The Data Processor shall process personal data only on documented instructions from the data controller, unless required to do so by EU or Member State law. The Data Processor shall immediately inform the Data Controller if the instruction, in the opinion of the Data Processor, contravene the GDPR or applicable EU or Member State data protection provisions.
- 2.5. The Data Processor shall only grant access to the personal data being processed on behalf of the Data Controller to persons under the Data Processor’s authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need-to-know basis.

### 3. SECURITY OF PROCESSING

- 3.1. The Data Processor shall implement appropriate technical and organizational measures to ensure an appropriate level of security to mitigate the inherent risk in the processing of personal data.
- 3.2. The Data Processor shall assist the Data Controller in ensuring compliance with the Data Controller’s obligations pursuant to Articles 32 GDPR, by *inter alia* providing the Data Controller with information concerning the technical and organisational measures already implemented by the Data Processor pursuant to Article 32 GDPR along with all other information necessary for the Data Controller to comply with the Data Controller’s obligation under Article 32 GDPR.
- 3.3. The measures implemented by the Data Processor are:



- (a) Taking into account that the processing involves a limited volume of personal data that is not subject to GDPR article 9. The security measures taken by the Data Processor are therefore agreed to be in line with what can reasonably be expected considering the limited sensitivity of the personal data.
- (b) Ensured two-factor authentication on all accounts with access to personal data.
- (c) Ensured reasonable safeguards against IT-security threats on the database where the personal data is stored, including reasonable safeguards against the integrity, availability and resilience of the database system.
- (d) Ensured organizational appropriate limitations on access to the personal data, as well as ensuring appropriate levels of confidentiality across the organization.
- (e) Ensured any transmitted personal data only occurs by encrypted means of communication (e.g. HTTPS).

#### 4. USE OF SUB-PROCESSORS & TRANSFER TO THIRD COUNTRIES

- 4.1. The Data Processor shall meet the requirements specified in Article 28(2) and (4) of the GDPR in order to engage another processor (a sub-processor)
- 4.2. The Data Controller grants the Data Processor the prior general written authorization to engage sub processors for the processing of personal data. The Data Processor shall inform in writing the Data Controller of any intended changes concerning the addition or replacement of sub-processors at least one (1) month in advance, thereby giving the data controller the opportunity to object to such changes prior to the engagement of the concerned sub-processor(s).
- 4.3. The Data Controller hereby grants authorization to the Data Processor for the following table of sub-processors already engaged by the Data Processor:

| NAME                                 | REGISTRATION NO. | ADDRESS                                                                                    | DESCRIPTION OF PROCESSING                                                                                                                                                                                                                                                                |
|--------------------------------------|------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Microsoft Ireland Operations Limited | IE 8256796 U     | One Microsoft Place,<br>South County Business<br>Park, Leopardstown,<br>Dublin 18, Ireland | Hosting the cloud services where the database and storage of documents, and user information of the Data Controller is located.<br><br>Any personal data contained in emails sent between the Data Processor and Data Controller will also be processed by this sub-processor (Outlook). |



| NAME                               | REGISTRATION NO.                        | ADDRESS                                                                           | DESCRIPTION OF PROCESSING                                                                                                                                                                           |
|------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DeepL SE                           | District Court of<br>Cologne HRB 104617 | Maarweg 165, 50825<br>Köln, Germany                                               | For any personal data contained in documents translated during the use of ClearContract, it is briefly sent to DeepL for translation (no permanent storage – duration of processing is in seconds). |
| Astrodon Corporation<br>(loops.so) | EIN: 87-4235398                         | 9450 South West<br>Gemini Drive PMB<br>22902 Beaverton, OR<br>97008 United States | For providing email services, such as password reset emails, onboarding emails, product updates etc.                                                                                                |

- 4.4. The Data Processor is responsible for ensuring that the same data processing obligations imposed upon the Data Processor shall also be imposed upon any sub-processors engaged by the Data Processor.
- 4.5. Any transfer of personal data to third countries or international organisations by the data processor shall only occur on the basis of documented instructions from the data controller and shall always take place in compliance with Chapter V of the GDPR.
- 4.6. In case transfers to third countries or international organisations, which the data processor has not been instructed to perform by the data controller, is required under EU or Member State law to which the data processor is subject, the data processor shall inform the data controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.
- 4.7. The use of sub-processors in third countries entail that personal data may be transferred to the countries in which these are located. In these cases, the Data Processor will ensure that processing is done in accordance with GDPR through processing agreements that are based on the EU Commission's standard contractual clauses, including appropriate organizational and technical measures to maintain the security in processing. The Data Processor has ensured a legal basis of transfer as well as any additional measures required to guarantee the safety of processing.

## 5. ASSISTANCE TO THE DATA CONTROLLER

- 5.1. The Data Processor shall assist the Data Controller by appropriate technical and organizational measures, insofar as this is reasonably practicable, in the fulfilment of the Data Controller's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR.



- 5.2. The Data Processor shall assist the Data Controller, insofar as this is reasonably practicable, assist the Data Controller in ensuring compliance with the Data Controller's obligations towards any regulatory agency or data subjects with respect to personal data processed under this Agreement.

## **6. NOTIFICATION OF BREACH, ERASURE OF DATA & AUDITS**

- 6.1. In case of any personal data breach, the Data Processor shall, without undue delay after having become aware of it, notify the Data Controller of the personal data breach.
- 6.2. The Data Processor's notification to the Data Controller shall, if possible, take place within 72 hours after the Data Processor has become aware of the personal data breach to enable the Data Controller to comply with the Data Controller's obligation to notify the personal data breach to the competent supervisory authority, cf. Article 33 of the GDPR. The Data Processor shall assist in any practical capacity with the reporting obligation of the Data Controller towards the supervisory authority.
- 6.3. On termination of the provision of personal data processing services, the Data Processor shall be under obligation to delete all personal data processed on behalf of the Data Controller and certify to the data controller that it has done so unless Union or Member State law requires storage of the personal data.
- 6.4. 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 allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller.
- 6.5. The following procedures shall be applicable to the Data Controller's audits, including inspections, of the Data Processor:
- (a) The Data Controller can with two (2) months' notice and at most once every two (2) years request/perform an audit of the Data Processor to establish if processing of personal data is in compliance this appendix and the GDPR.
  - (b) The audit is to be performed by an external third party capable of producing an inspection report.
  - (c) Any expenses incurred by the Parties during an audit are to be paid for by the Data Controller.
- 6.6. The Data Processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the Data Controller's and Data Processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the Data Processor's physical facilities on presentation of appropriate identification.

## **7. INFORMATION ABOUT THE PROCESSING**

- 7.1. The purpose of the Data Processor's processing of personal data on behalf of the Data Controller is:
- (a) To register the Authorized Users of the Data Controller in the Data Processors database in order to grant access to the Service
  - (b) To process personal data in documents stored by the Data Controller in the Data Processor's System.
- 7.2. The Data Processor's processing of personal data on behalf of the Data Controller shall mainly pertain to (the nature of the processing):



- (a) Collecting and storing e-mail-addresses, first and last names of users in a database.
- (b) Collecting and storing information stored in emails or documents that the users of the Data Controller choose to upload to the Data Processor's system.

7.3. The processing includes the following types of personal data about data subjects:

- (a) E-mail address of the Authorized Users of the Service.
- (b) First and last names of the Authorized Users of the Service
- (c) Personal data contained in emails or documents. These typically include email addresses, first and last names.

7.4. Processing includes the following categories of data subject:

- (a) Employees of the data controller

7.5. The Data Processor's processing of personal data on behalf of the Data Controller may be performed from the Effective Date. Processing will happen for the duration of this Agreement.

7.6. Processing of personal data cannot be performed at other locations than the Data Processor's and sub-processors' facilities.