

DATA PROCESSING AGREEMENT

Customer / Controller: _____

Questback contact person: Sara N. Habberstad

Please return signed version of this DPA with Appendix to dataprotection@questback.com

Questback / Processor: Questback entity listed in the Agreement

This Data Processing Agreement ("DPA") forms part of Questback's provision to Customer of access to software and related services (jointly referred to as the "Services"), as further specified in the applicable agreement between Customer and Questback, and all documents and exhibits incorporated therein (jointly referred to as the "Agreement"), to reflect the parties' agreement with regard to Questback's Processing of Personal Data on behalf of Customer, in accordance with the requirements of applicable Data Protection Laws and regulations.

1. Guarantees

Questback will carry out processing on behalf of the Customer, and therefore guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subject.

Other terms have the definitions provided for them in the GDPR, the Agreement or as otherwise specified below.

2. Definitions

"**Agreement**" means the separate agreement(s) between Questback and the customer where the content and scope of the services provided by Questback to Customer is agreed.

"**Controller**" means "controller", as defined in GDPR Article 4. The parties agree that Customer is Controller under this Data Processing Agreement, and that Customer therefore must adhere to obligations for Controllers following the GDPR.

"**Data Subject**" means "data subject" as defined in GDPR Article 4.

"**GDPR**" means REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

"**Personal Data**" means "personal data", as defined in GDPR Article 4.

"**Processing**" means "processing" as defined in the GDPR article 4.

"**Processor**" means "processor", as defined in GDPR Article 4. The parties agree that Questback is Processor under this Data Processing Agreement, and that Questback therefore must adhere to obligations for Processors following the GDPR.

"**Respondent**" means a Data Subject who provides data by entering data into surveys made available to them by Customer.

"**Sensitive Personal Data**" means special categories of data as defined in GDPR Article 9.

"**Software**" means the standard online software to which Customer is granted access in the Agreement.

"**Sub-processor**" means a third party subcontractor engaged by any member of Questback Group which Processes Personal Data on Questback's behalf.

"**Questback Affiliates**" mean members of the Questback Group that may assist in the performance of the Agreement.

"**Questback Group**" means, for the purpose of this data processing agreement, Questback Holding AS, Questback AS, and any wholly or fully owned subsidiaries of Questback AS.

3. The subject-matter of the processing

Please see Appendix A

4. The duration of the processing

Please see Appendix A.

5. The nature of the processing

Please see Appendix A.

6. The purpose for the processing

Please see Appendix A.

7. Categories of Data Subjects

Please see Appendix A.

8. The types of Personal Data

Please see Appendix A.

9. Customer's Instructions

During the term of the Agreement, Customer may provide written instructions, hereunder e-mail, to Questback in addition to those specified in the Agreement with regard to processing of Personal Data. Questback will comply with such written instructions without additional charge, to the extent necessary for Questback to comply with laws applicable to Questback as a Processor in the performance of the Agreement.

Any other instructions or change in the Agreement may be subject to separate agreement and additional fees.

Questback is not obligated to perform legal research and/or to provide legal advice to Customer.

10. Controller

The control of Personal Data remains solely with Customer, and Customer will at all times remain the Controller for the purposes of Personal Data processed under the Agreement, and this Data Processing Agreement. Customer is responsible for compliance with its obligations as Controller under the GDPR and other applicable data protection laws, hereunder for justification of any transmission of Personal Data to Questback (including providing any required notices

and obtaining any required consents), and for its decisions concerning the Processing and use of the data.

In particular, Customer will:

- a) Ensure that the information in Appendix A is correct and complete, and updated if Customer regards necessary.
- b) Provide the information to Data Subject that is required under GDPR
- c) Ensure that it has and maintains a lawful basis, as defined in the GDPR, for processing of all Personal Data it performs during the term of this DPA towards Data Subject.
- d) Inform Questback without undue delay in the event i) the legal basis for Customer's data processing in accordance with the GDPR ceases to exist (e.g. withdrawal of consent by Data Subject), and ii) Customer obtains information that create suspicion of unauthorized access to or handling of Personal Data. Customer shall provide all relevant information. Section 18 of this DPA applies accordingly.

11. Processor

Questback is the Processor for Personal Data processed on Controller's behalf under the Agreement and this Data Processing Agreement. Questback is responsible for compliance with its obligations as Processor under the GDPR and other applicable data protection laws, hereunder to process data according to written instructions from Customer.

In particular, Questback will:

- a) process the Personal Data only on documented written instructions from the Customer,
- b) not transfer the Personal Data to a third country or an international organisation that does not ensure an adequate level of protection in accordance with GDPR Article 45, or within the safeguards defined in GDPR Article 46,
- c) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality
- d) ensure where a (sub-)processor is engaged, the same data protection obligations as set out in this Data Processing Agreement shall be imposed on that other processor by way of a contract
- e) take into account the nature of the processing, 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 Subject's rights laid down in GDPR Chapter III
- f) assist the Customer in ensuring compliance with the obligations pursuant to GDPR Articles 32 to 36 taking into account the nature of processing and the information available to the processor
- g) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in GDPR Article 28 and allow for audits by the Customer.
- h) immediately inform the Customer if, in Questback's opinion, an instruction infringes the GDPR.

Questback shall assist the Customer in ensuring compliance with applicable law, including assisting the Customer with: Customer Complying with duty of notification to supervisory authorities and data subjects in case of a personal data breach;

12. Right to edit or delete Personal Data

Questback will at all times grant Customer, as agreed in the Agreement, electronic access to online software

environment that holds Customer's Personal Data, allowing Customer to delete, release, correct or block access to specific Personal Data, as Customer requires at all times. Customer may, to the extent permitted by applicable law, provide detailed written instructions to Questback to delete, release, correct or block access to Respondent Personal Data. If Customer requires Questback to perform such deletion, release, correction or blocking of access to data that Customer could itself have performed, Customer agrees to pay Questback's then-current fees associated with such performance.

13. Data Transfer within EEA

With respect to Personal Data stored by the Questback Group in data centres in the European Economic Area (EEA), Questback shall ensure compliance by members of the Questback Group as follows: (i) for members of the Questback Group, Questback and other relevant entities have binding intra-company agreements requiring compliance with all applicable security and data privacy policies and standards, and (ii) for Sub processors, Questback Group has entered into contracts with Sub processors which provide that the Sub processor will undertake data protection and confidentiality obligations consistent with Questback's security standards.

14. Data Transfer to countries outside EEA

Questback will not transfer personal data outside the EEA, to any country or recipient: (i) not recognized by the European Commission as providing an adequate level of protection for personal data, or (ii) not covered by a suitable safeguard recognized by the relevant authorities or courts as providing an adequate level of protection for personal data, including but not limited to Binding Corporate Rules, Binding Corporate Rules for Processors and EU Standard Model Clauses.

If Customer, or a party on Customer's behalf, will access Personal Data stored in Questback's storage area in the EEA, or transfer Personal Data stored in Questback's storage area in the EEA from, the EEA storage area, it is Customer's responsibility to ensure that either the transfer of data takes place based on an adequacy decision by the European Commission as defined in GDPR Article 45, or appropriate safeguards defined in GDPR Article 46 are in place for such access or transfer.

15. Affiliates and Sub-processors

Some or all of Questback's obligations under the Agreement may be performed by Questback Affiliates.

Questback may also engage third party Sub-processors to assist in the provision of software access in the Agreement. Questback will provide a list of Sub-processors that may Process the Personal Data to Customer upon request. Questback shall remain responsible at all times for compliance with the terms of the Agreement and this Data Processing Agreement by Questback Affiliates and Sub-processors.

Customer consents to Questback's use of Questback Affiliates and Sub-processors in the performance of the Agreement in accordance with this Data Processing Agreement.

If Questback plans to change sub-contractors or plans to use a new sub-contractor, Questback shall notify the Customer in writing 4 months prior to any Processing by the new sub-contractor, and the Controller is entitled to object to the change of sub-contractors within 1 month upon the receipt of such notice. Should the Controller object to the change, Controller may terminate the Agreement in writing upon 3 months' notice. To the extent Controller does not

terminate the Agreement, the change of sub-processor is rendered as accepted.

16. Technical and Organizational Measures

When Processing Personal Data on behalf of Customer in connection with fulfilment of the Agreement, Questback shall ensure that it implements and maintains compliance with appropriate technical and organizational security measures for the Processing of such data. Accordingly, Questback will implement the technical and organizational measures, hereunder Questback's Technical and Organizational Measures and Questback's IT governance policy.

17. Audit Rights

Customer may audit Questback's compliance with the terms of the Agreement and this Data Processing Agreement up to once per calendar year, or to the extent required by applicable law. If a third party is to conduct the audit, the third party must be mutually agreed to by Customer and Questback. Any person conducting the audit on behalf of Customer, either its employees or a third party, must execute a written confidentiality agreement acceptable to Questback before conducting the audit.

To request an audit, Customer must submit a detailed audit plan at least two weeks in advance of the proposed audit date to Questback describing the proposed scope, duration, and start date of the audit. Questback will review the audit plan and provide Customer with any concerns or questions (for example, any request for that could compromise Questback security, privacy, or employment policies). Questback will work cooperatively with Customer to agree on a final audit plan.

The audit must be conducted during regular business hours at the applicable facility, subject to Questback policies, and may not unreasonably interfere with Questback business activities. Questback will make reasonable efforts to provide requested information required for such an audit to Customer or external auditor authorized according to this agreement.

Customer will provide Questback with any audit reports generated in connection with any audit under this section, unless prohibited by law. Customer may use the audit reports only for the purposes of meeting its regulatory audit requirements and/or confirming compliance with the requirements of the Agreement and this Data Processing Agreement. The audit reports are Confidential Information of the parties under the terms of the Agreement.

Any audits are at the Customer's expense. Any request for Questback to provide assistance with an audit is considered a separate service, and will be invoiced at Questback's then current hourly rates.

18. Incident Management and Breach Notification

Questback evaluates and responds to incidents that create suspicion of unauthorized access to or handling of Personal Data. Questback will work with Customer, within internal Questback lines of business, with the appropriate technical teams and, where necessary, with outside law enforcement to respond to the incident. The goal of the incident response will be to restore the confidentiality, integrity, and availability of the software environment, and to establish root causes and remediation steps.

Questback shall without delay, and no later than within 60 hours, upon becoming aware of an accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data processed by Questback, notify the Customer: Where the information is available for Questback, the notification shall at least:

(i) describe 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;

(ii) communicate the name and contact details of the data protection officer or other contact point at the Data Processor where more information can be obtained;

(iii) describe the likely consequences of the personal data breach;

(iv) describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

To the extent required under the GDPR, and upon Customer's request, Questback will assist Customer in its obligation to notify the supervisory authority of a personal data breach. If Customer requires Questback to provide such assistance, Customer agrees to pay Questback's then-current fees associated with such assistance.

19. Requests from Data Subject

Considering the nature of the Processing, Questback shall implement appropriate technical and organisational measures to support the Customer's obligation to respond to requests regarding exercising the rights of the data subject. Questback shall, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject for access to, correction, amendment or deletion of that person's Personal Data. Questback shall not respond to any such Data Subject request without Customer's prior written consent, except to confirm that the request relates to Customer.

To the extent Customer, in its use or receipt of the Services, does not have the possibility to correct, amend, block or delete Personal Data, as required by Data Protection Laws, Questback shall comply with any reasonable request by Customer to facilitate such actions to the extent Questback is legally permitted to do so.

Customer hereby instructs Questback to allow, to the extent technically possible, for Customer's access to, and option to edit, the Personal Data from individual Respondents.

The responsibility for ensuring that processing is compliant with applicable law when Customer accesses and edits Personal Data from individual Respondents remains solely with Customer.

Questback shall provide Customer with reasonable cooperation and assistance in relation to handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent Customer does not have access to such Personal Data through its use or receipt of the Services.

Questback may not disclose or provide access to the Data Subject's Personal Data to third parties. Should a request for such disclosure or access be directed to Questback, Questback shall forward this request to Customer.

20. Security of processing

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Questback will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, as appropriate:

(a) the pseudonymisation and encryption of personal data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services

(c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

Questback shall take steps to ensure that any natural person acting under Questback's authority who has access to personal data does not process them except on instructions from the controller, unless he or she is required to do so by applicable EEA law.

21. Personnel

Questback shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and are subject to obligations of confidentiality and such obligations survive the termination of that persons' engagement with Questback.

Questback shall ensure that Questback's access to Personal Data is limited to those personnel who require such access to perform the Agreement.

Questback Group have appointed data protection officer(s) where such appointment is required by Data Protection Laws. The appointed person(s) may be contacted on the address listed on <https://www.questback.com/information-security/>.

22. Deletion of Personal Data

Following termination of the Agreement, Questback will delete all Personal Data in accordance with Questback then-current deletion routines, except as may be required by law.

23. Service Analyses


Questback may (i) compile statistical and other information related to the performance, operation and use of the software provided under the Agreement, and (ii) use data from the software environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes. Questback may make analyses as described herein publicly available; however, the analyses will not incorporate Customer's Content or Confidential Information in a form that could serve to identify Customer or any Data Subject, and Service Analyses do not constitute Personal Data. Questback retains all intellectual property rights in analyses described herein.

24. Choice of law and legal venue

If the choice of law under the Agreement is the laws of a country in the EEA, the choice of law will apply to this DPA. If the choice of law under the Agreement is the laws of a country outside the EEA, the laws of Norway will govern this DPA, and any disputes that arise out of or are related to this DPA. The parties then submit to the exclusive jurisdiction of any court sitting Norway for the purpose of any action that arises out of or relates to this DPA brought by any party hereto.

Signature

The individuals signing below represent they have authority to bind the named parties to this Data Processing Agreement. Accepted by:

	Customer	Questback
Name in print:		Sara N. Habberstad
Title:		General Counsel, Questback Group
Date:		May 18 th 2018
Signature:		

Appendices:

- Appendix A to Data Processing Agreement

APPENDIX A TO DATA PROCESSING AGREEMENT

Customer/ Controller: _____

Description of Data and Processing

In order to comply with the requirements of the GDPR, the parties must be informed of certain details related to the Personal Data that will be processed.

The list below includes the required information, ref. GDPR Article 28

<p>Subject-matter of the processing:</p>	<ul style="list-style-type: none"> • Providing software: The Subject-matter of the processing is Questback’s provision of access to its software to Customer, in order to make Customer able to collect, process, store and analyse feedback in Questback’s software accordance with the Agreement. • Support and other services: If applicable in the Agreement, the subject-matter includes provision of Support, Advisory Services and Professional Services related to Customer’s access to and use of the software.
<p>Duration of the processing</p>	<ul style="list-style-type: none"> • Providing software: The duration of the data processing is defined by the Customer in the software on a case-by-case basis, but under no event longer than the duration set forth in the Agreement. • Support and other services: Personal Data will be stored for as long as required ii) to fulfill all obligations deriving from the execution of the Agreement, this DPA or, if applicable, any additional agreements between Customer and Questback, or ii) required by applicable statutory laws. • Personal Data will be deleted by Questback in accordance with its then-current deletion routine.
<p>Nature of the processing in Questback’s provision of access to software:</p>	<ul style="list-style-type: none"> • User data: In order to fulfil the Agreement, Questback collects User data. During registration in Questback’s software, Customer provides information used by Questback to identify and store contact persons within Customer’s organization in Questback’s system. Furthermore, the information is required in order for Questback to know who the registered users of its software are, in accordance with the Agreement. Customer can at any time access and edit, update or delete contact details by logging in with username/password to Questback’s software. Customer may have access to create several users with different privilege levels within their account, depending on the Agreement. The Personal Data will be stored in the environment provided by Questback under the Agreement, it will be accessed in case of support inquiries, and it will be used for sending required information relating to software, services and the Agreement to relevant contact persons. • Respondent data: Questback provides access to feedback management software online. Surveys used for gathering feedback are created by Customer, who makes them available to relevant individual Respondents of Customer’s choice. The Personal data will be provided to the software by the Respondents themselves, and stored in environment provided by Questback under the Agreement.
<p>Nature of the processing in Questback’s provision of Support to Customer:</p>	<ul style="list-style-type: none"> • User data: The Personal Data stored in the environment provided by Questback under the Agreement will be accessed by Questback Support personnel in case of support inquiries, and it will be used for sending required information relating to software, services and the Agreement to the relevant contact persons. • Respondent data: Access to the Personal Data may take place if customer has support enquiries. If such support enquiries so require, Questback support personnel may access, extract, store and change information, including personal data.
<p>Nature of the processing in Questback’s provision of advisory services and Professional Services to Customer, if applicable:</p>	<ul style="list-style-type: none"> • User data: The Personal Data stored in the environment provided by Questback under the Agreement will be accessed by Questback Support personnel in case of support inquiries, and it will be used for sending required information relating to software, services and the Agreement to the relevant contact persons. • Respondent data: Access to the Personal Data may take place if specific projects are defined in Agreement. If such specific projects so require, Questback consultants may access, extract, store and change information, including personal data.

<p>Purpose for the processing:</p>	<p>Questback shall process Personal Data solely for the purpose of fulfilling of the Agreement with Customer, and shall not otherwise Process and use Personal Data for purposes other than those set forth in this DPA, the Agreement, or as instructed in writing by Customer.</p> <p>Customer has defined its purpose for the processing of Personal Data in the Software on a case-by-case basis, or in the Agreement. If Customer has not defined the purpose for the data processing, data processing is limited to the following purposes:</p>
<p>The Categories of Data Subjects</p>	<p>As the controller, Customer may choose to add or specify Categories of Data subjects. Customer will list such additional or specified categories herein, or inform Questback separately in writing. If Customer has not added such additional or specified categories of Data Subjects, the following Categories will be processed:</p> <ul style="list-style-type: none"> • Users: Data subjects may include, depending on the Agreement, Customer’s employees and/or contractors who are determined by Customer to access and use software online, provided to Customer under the Agreement to make or publish surveys, to access reports or for other purposes. • Respondents: Data subjects may include, depending on the Agreement, Customer’s employees who respond to employee surveys as Respondents, Customer’s clients or potential clients who respond to Customer’s customer surveys as Respondents, or any other party who is invited to respond to surveys as Respondents. <p>Additional Purposes, if applicable:</p>
<p>The types of Personal Data</p>	<p>Non-sensitive data: As the controller, Customer may choose to add or specify Types of Personal Data. Customer will list such additional or specified Types of Personal Data herein, or inform Questback separately in writing. If Customer has not added such additional or specified Types of Personal Data, the following Types may be processed:</p> <ul style="list-style-type: none"> • Personal data from Users. Name, e-mail address, telephone number, role, Area of interest, Address. • Personal data from Respondents: Any data in data fields specifically tagged by Customer as Personal Data in the software, Name, e-mail address, address, telephone number, role, Age, Date of Birth, Marital Status, Number of children, Area of interest, employment details business address • additional types, if applicable <p>Sensitive data: As the controller, Customer may choose to collect Special Categories of Data, as described in GDPR Article 9. Customer will list such additional or specified categories herein, or inform Questback separately in writing. If Customer has not added such additional or specified special categories of Data, no special categories of data will be processed:</p> <ul style="list-style-type: none"> • special categories, if applicable

Sub-Processors

The entities listed below may process Personal Data under this DPA. The Questback entity which is the Processor under this DPA will be Processor, the remaining entities will be sub-processors.

Sub-processor	Address	Role of sub-processor	Location
DATAGROUP Data Center GmbH	Hanauer Landstraße 310, 60314 Frankfurt am Main, Germany	Hosting provider	Germany
DATAGROUP Bremen GmbH	Mary-Somerville-Straße 8, 28359 Bremen, Germany	Hosting provider	Germany
Akamai Technologies GmbH	Parkring 29 D-85748 Garching bei München	Performance enhanced access to Hosting provider	Germany
Questback GmbH	Gustav-Heinemann-Ufer 72a, 50968 Köln, Germany	Access by Support personnel, and access by Consultants Holds contract with Hosting Provider in Germany	Germany, Austria, Switzerland
Questback AS	Bogstadveien 54, 0366 Oslo, Norway	Access by Support personnel, and access by Consultants	Norway
Questback OY	Keilaranta 1, 02150 Espoo, Finland	Access by Support personnel, and access by Consultants	Finland
Questback Ltd.	7th Floor, 110 Cannon Street, London, EC4N 6EU, United Kingdom	Access by Support personnel, and access by Consultants	United Kingdom
Questback, Inc. New York	295 Madison Avenue, 45th Floor, New York, NY 10017, United States	Access by Support personnel, and access by Consultants (if safeguards are in place only, ref. section 14)	New York, USA
Questback, Inc. Texas	21 Waterway Avenue #500, The Woodlands, TX 77380, United States	Access by Support personnel, and access by Consultants (if safeguards are in place only, ref. section 14)	Texas, USA
Questback Sweden AB	Kungsgatan 48, 111 35 Stockholm, Sweden	Access by Support personnel, and access by Consultants	Sweden

Signature

The individuals signing below represent they have authority to bind the named parties to this Appendix A to Data Processing Agreement.

Accepted by:

	Customer	Questback
Name in print:		Sara N. Habberstad
Title:		General Counsel, Questback Group
Date:		May 18 th 2018
Signature:		