MediusFlow Data Processing Addendum

This data processing addendum (the **"DPA"**) forms part of the MediusFlow Master Cloud Subscription Agreement, the MediusFlow Professional Services Agreement or any other written agreement between any company within the Medius group and You '(the "**Agreement**") to reflect the parties' agreement with regard to Processing of Personal Data. This DPA was last updated on March 15, 2019 and is effective between You and Us as of the date of Your acceptance thereof.

All capitalized terms not defined herein, shall have the meaning set forth in the Agreement.

In the course of providing services to You pursuant to the Agreement, We may process Personal Data on behalf of You and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting in good faith.

1. DEFINITIONS

The following terms shall have the following meanings in this Data Processing Addendum.

1.1 **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", or purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 **"Controller"** means the entity which determines the purposes and means of the Processing of Personal Data.

1.3 **"Data Protection Laws and Regulations"** means laws and regulations applicable to the Processing of Personal Data under the Agreement.

1.4 "**Data Subject**" means the identified or identifiable person to whom Personal Data relates.

1.5 **"GDPR"** means the 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 (General Data Protection Regulation).

1.6 **"Personal Data**" means any information relating to an identified or identifiable natural person where such data is Your data.

1.7 **"Processing"** means any operation or set of operations which is performed upon Personal Data, whether or not by automated means (such as collection, recording, organization, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction).

1.8 **"Processor"** means the entity which Processes Personal Data on behalf of the Controller.

1.9 **"Restricted Transfer"** means i) a transfer of Personal Data from You to Us or ii) an onward transfer of Personal Data from Us to a Sub-processor, in each case, where such transfer would be prohibited by Data Protection Laws and Regulations in the absence of the Standard Contractual Clauses. For the avoidance of doubt, where a transfer of Personal Data is of a type authorised by Data Protection Laws or Regulations in the exporting country, for example in the case of transfers from within the European Union to a country (such as Switzerland) or scheme (such as the US Privacy Shield) which is approved by the Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation, such transfer shall not be a Restricted Transfer.

1.10 **"Services"** means the Services provided to You under the Agreement.

1.11 **"Standard Contractual Clauses"** means the Standard Contractual Clauses for Data Processors established in third countries pursuant to Commission Decision (2010/87/EU) of the Data Protection Directive, as currently available at http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010D0087, or any subsequent version thereof released by the European

Commission (the latest version shall automatically apply). Appendix 1 and Appendix 2 to this DPA will also form part of the Standard Contractual Clauses as its Appendices 1 and 2.

1.12   "**Sub-processor"** means any Processor engaged by Us or by Our Affiliate/s.

1.13   **"Supervisory Authority"** means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2.   PROCESSING OF PERSONAL DATA

2.1   **Roles of the Parties.** The Parties acknowledge and agree that with regard to Our Processing of Personal Data on Your behalf, You are the Controller and We are the Processor.

2.2   **Your Processing of Personal Data.** You shall Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations and Your instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. You shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which You acquired Personal Data.

2.3   **Our Processing of Personal Data.** We shall treat Personal Data as confidential information and shall only Process Personal Data on behalf of and in accordance with Your documented instructions for the following purposes: (a) Processing in accordance with the Agreement; (b) Processing initiated by Users in their use of the Services; and (c) Processing to comply with other documented reasonable instructions provided by You where such instructions are consistent with the terms of the Agreement.

2.4   **Details of the Processing.** The subject-matter of Processing of Personal Data by Us is the performance of Services. Details about the duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Appendix 1 to Schedule A (Details of the Processing) to this DPA.

2.5   **Affiliates and third parties.** In case it is expressly agreed under the Agreement that Your Affiliates or any other third parties shall also benefit from the Services, You act in this respect on behalf of and in the name of Your Affiliates and/or third parties in their capacity as Controllers and You shall to the extent necessary enter into data processing agreements with such Controllers required to allow Us and Our Sub-processors to process any Personal Data as described in this DPA. You shall serve as a single point of contact for Us and shall be solely responsible for the internal coordination, review and submission of instructions or requests of other Controllers to Us and We shall be entitled to refuse any requests or instructions provided directly by a Controller that is not You. We shall further have no obligation to inform or notify a Controller when We have provided such information or notice to You.

3.   RIGHTS OF DATA SUBJECTS

3.1   **Data Subject Request.** We shall, to the extent legally permitted, promptly notify You if We receive a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("**Data Subject Request**"). Taking into account the nature of the Processing, We shall assist You by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Your obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent You, in Your use of the Services, do not have the ability to address a Data Subject Request, We shall upon Your request provide commercially reasonable efforts to assist You in responding to such Data Subject Request, to the extent We are legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, You shall be responsible for any costs arising from Our provision of such assistance.

4.   SECURITY AND CONFIDENTIALITY

4.1   **Protection of Personal Data**. We shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to Your Personal Data), confidentiality and integrity of Your Personal Data. Such measures shall take into account the nature, scope, context and purposes of the Processing as well as the risks of varying likelihood and severity for the rights and freedom of natural persons. The measures shall be reviewed and updated where necessary.

4.2   **Confidentiality**. We shall ensure that Our 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 have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. We shall take commercially

reasonable steps to ensure the reliability of Our personnel engaged in the Processing of Personal Data and shall ensure that Our access to Personal Data is limited to those personnel performing Services.

5. SUB-PROCESSORS

5.1 **Appointment of Sub-processors.** You acknowledge and agree that (a) Our Affiliates may be retained as Sub-processors; and (b) We and Our Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services and (c) that We may continue to use those Sub-processors already engaged by Us or Our Affiliates as at the date of this Addendum, which are listed in Schedule A. We or Our Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Addendum with respect to the protection of Your Personal Data to the extent applicable to the nature of the services provided by such Sub-processor. You acknowledge and agree that We may remove Sub-processors at Our own discretion.

5.2 **Objection Right for new Sub-processors**. You may object to Our use of a new Sub-processor by notifying Us in writing within ten (10) business days after receipt of information of Our intended changes concerning the addition of a new Sub-processor. In the event You object to a new Sub-processor, as permitted in the preceding sentence, We will use reasonable efforts to make available to You a change in the Services or recommend a commercially reasonable change to Your configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening You. If We are unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, You may terminate the Agreement with respect only to those Services which cannot be provided by Us without the use of the objected-to new Sub-processor by providing written notice to Us. We will refund You any prepaid fees covering the remainder of the term of such Agreement following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on You.

5.4 **Liability.** We shall be liable for the acts and omissions of Our Sub-processors to the same extent We would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

6. NOTIFICATION OF PERSONAL DATA BREACHES

6.1 We shall notify You without undue delay after becoming aware of a personal data breach. We shall assist You with information reasonably required for You to ensure compliance with the obligations pursuant to article 33 of GDPR.

7. RETURN AND DELETION OF PERSONAL DATA

7.1 We shall return to You and, to the extent allowed by applicable law, delete Your Personal Data as set out in the Agreement. We are obliged to ensure that any Sub-processors adhere to the same obligation

8. RESTRICTED TRANSFERS

8.1 The Parties understand and agree that Personal Data processed in accordance with this DPA may be transferred to respectively accessed from countries outside of the EU/EEA and Switzerland by Us, Our Affiliates and Sub-processors when providing the Services in accordance with the terms of the Agreement.

8.2 We have entered into the Standard Contractual Clauses, including Appendices 1 and 2, with each Sub-processor outside the EU/EEA which processes Personal Data under this DPA if the arrangement with the Sub-processor involves a Restricted Transfer. You hereby accedes to the Standard Contractual Clauses and commission Us to enforce them against the relevant Sub-processor on Your behalf. Nothing in this DPA will be construed to prevail over any conflicting clause of the Standard Contractual Clauses.

9 AUDIT

9.1 Subject to section 9.2, We and Our Affiliates shall make available to You on request all information necessary to demonstrate compliance with this DPA and shall allow for and contribute to audits, including inspections, by You or an auditor mandated by You in relation to the Processing of Your Personal Data by Us or a Sub-processor. Information and audit rights of You only arise to the extent that the Agreement does not otherwise give You information and audit rights meeting the relevant requirements of Data Protection Laws and Regulations (including, where applicable, article 28(3)(h) of the GDPR).

9.2 You shall give Us reasonable notice of any audit or inspection to be conducted under section 9.1 and shall make (and ensure that each of Your mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the audited premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. We do not have to give access to premises for the purposes of such an

audit or inspection outside normal business hours at those premise, or for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which You are required or requested to carry out by Data Protection Laws and Regulations or a Supervisory Authority.

10   LIABILITY

10.1   The parties' liability under this DPA shall be subject to the same limitation of liability as agreed between the Parties   in the Agreement.

11   MISCELLANEOUS

11.1   Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses, the parties of this DPA hereby submits to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA.

11.2   Nothing in this DPA reduces Our obligations under the Agreement in relation to the protection of Personal Data or permits Us to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this DPA, the provisions of this DPA shall prevail.

11.3   Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

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IN WITNESS WHEREOF, this DPA is entered into and becomes a binding part of the Agreement with effect from the date set out below. Notwithstanding the foregoing, if this DPA is entered into simultaneously with the Agreement, this DPA will become a binding part of the Agreement with effect from the date the Agreement is signed and this DPA does not have to be separately signed.

Customer name_____

Signature _____

Name _____

Title _____

Date Signed _____

Medius entity_____

Signature _____

Name _____

Title _____

Date Signed _____

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES (DETAILS OF PROCESSING)

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

1. **Data exporter**

   The data exporter is the entity identified as "You" in the Data Processing Addendum. You are a user of the Service as defined in the Agreement.

2. **Data importer**

   The data importer is the entity identified as "Us" in the Data Processing Addendum. We are a leading provider of accounts payable (AP) invoice automation solutions in the Cloud.

3. **Data subjects**
   Data exporter/You may submit Personal Data to Us, the extent of which is determined an controlled by the data exporter/You in its sole discretion, and which may include but is not limited to Personal Data relating to the following categories of data subjects:

   - Employees or consultants of the data exporter/You
   - Data exporter's/ Your Users authorized by data exporter/You to Use the Services
   - Invoice contact persons of data exporter's/Your suppliers

4. **Categories of data**

   Data exporter/You may submit Personal Data to Us, the extent of which is determined an controlled by the data exporter/You in its sole discretion, and which may include but is not limited to the following categories of Personal Data:
   - First and Last name
   - Title
   - Contact information (company, email, phone, address)

5. **Special categories of data (if appropriate)**

   The personal data transferred concern the following special categories of data (please specify):
   - N/A

6. **Processing operations**

   The personal data transferred will be subject to the following basic processing activities (please specify):

   The objective of Processing of Personal Data is to provide the Services pursuant to the Agreement.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

(Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c))

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Medius maintains security measures appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. These measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected, taking into account the state of the art and the cost of implementation.

The technical and organisational security measures that Medius has in place for any system that processes Personal Data with regard to prevent improper destruction, alteration, disclosure, access, and other improper forms of processing of information exported by the data exporter to the data importer, include the following areas:

- Access control
- Information Classification (and handling)
- Physical and Environmental Security
- Acceptable Use of Assets
- Clear Desk and Clear Screen
- Information Transfer
- Mobile Device and Teleworking
- Restrictions on Software Installation and Use
- Backup Routines
- Malware-protection
- Management of Technical Vulnerabilities
- Cryptographic Controls
- Communications Security
- Privacy and Protection of Personally Identifiable Information
- Subcontractor Relationship

SCHEDULE A

LIST OF SUB-PROCESSORS

The parties below or their subsidiaries may provide services to one of more Services offered under the Agreement.

Subprocessor	Location	Comment
Medius Aps, Medius Business Process Software BV, Medius AS, Medius Sverige AB, Medius AB, Medius Global AB, Medius Research and Development AB, Medius International AB, Medius Ascendo AB, Medius Poland Sp. Z.o.o.	Europe	Medius affiliates
Medius Software Pty Ltd	Australia	Medius affiliate
Medius Software Inc	USA	Medius affiliate
Microsoft Azure	Europe	Provider of the cloud computing platform
Sendgrid Inc	USA	E-mail delivery services
Papertrail Inc	USA	Log handling
Kofax Sweden Technologies AB	Sweden	Capture services
Abby Europe GmbH	Germany	Capture services
Freshworks Inc	USA	System to manage support requests from MediusFlow users