

Data Processing Agreement

This Data Processing Agreement has been concluded between

Company Name:
Company Address:
Company Zip and City:
Company Country:
Company Registration Number:

hereinafter “**User**”

and

Metriks ApS
Ryvangs Allé 81, 2.
2900 Hellerup
Denmark
DK42805807

hereinafter “**Metriks**”

for the purpose of processing Personal Data on behalf of a controller in accordance with Article 28 (3) of the EU General Data Protection Regulation (GDPR).

§ 1 Interpretation

(1) In this Data Processing Agreement:

“**DPA**” shall mean Data Processing Agreement;

“**GDPR**” shall mean the General Data Protection Regulation (Regulation (EU) 2016/679);

“**Data Protection Law**” shall mean all regulation and legislation relating to the protection of personal data;

“**Data**” shall mean the personal data which Metriks processes on behalf of the User in order to fulfil the Service;

“**Service**” shall mean the services provided by Metriks to the User, which are defined in the Terms of Service and other agreements;

In case of unclarity, the definitions in the GDPR will be applied.

§ 2 Processing Purposes

(1) The User and Metriks agree and acknowledge that:

- (a) the User is the **controller**.
- (b) Metriks is the **processor**.
- (c) the User is and remains responsible for all of its own compliance obligations as controller of the Data under any Data Protection Law, including, but not limited to, notices, lawful basis, and processing instructions for Metriks.

(2) The User agrees not to provide, directly or indirectly, to Metriks any data or information that is covered by GDPR, art. 9 or the equivalent of any other Data Protection Law.

§ 3 Processing Scope

(1) Metriks is authorised to process personal data on behalf of the User within the limits specified in the agreement.

(2) Metriks is only permitted to process personal data subject to instructions from the User.

§ 4 Duration

(1) The DPA is applicable until either of the following events take place:

- (a) Termination of the agreement(s) related to the Service(s), regardless of the initiating party.
- (b) Termination of the DPA, regardless of the initiating party.

§ 5 Processor's Obligations

(1) Security measures

- (a) Metriks is responsible for implementing the necessary technical and organisation measures for the purpose of ensuring an appropriate level of security. Metriks must implement the aforementioned measures with regard to the current state of the art, implementation cost(s), and the scope, context, nature, and purpose of the processing and the associated risk of varying likelihoods to rights and freedoms of natural persons.
- (b) Metriks must implement the measures mentioned in section (a) in such a manner that processing of personal data meets the minimum requirements of the GDPR at any moment.

(2) Employees

- (a) Metriks shall ensure that all employees who process personal data on behalf of the User are subject to an appropriate statutory duty of confidentiality.
- (b) Metriks shall ensure that access to personal information is limited to those employees for whom it is necessary to process personal data in order to meet their obligations to the User, including in order to provide the Service to the User and all associated tasks.
- (c) Metriks shall ensure that employees accessing or processing personal data on behalf of the User is only done in accordance with instructions from the User.

(3) Documentation

- (a) Metriks shall, upon written request, document, to a reasonable extent, to the User that Metriks (1) meets the obligations under this DPA, and (2) meets the provisions of the GDPR.
- (b) The documentation requested must be provided within reasonable time. In case of doubt, reasonable time shall mean 14 working days after the day the request has been received.

(4) Breaches

- (a) In case of a breach, Metriks shall notify the User without undue delay.
- (b) A breach shall be defined as an event that may potentially lead to accidental or unlawful destruction, alteration, unlawful disclosure of, or access to, personal data processed on behalf of the User.
- (c) Metriks must document all breaches with at least the following information: the circumstances, the effects, and what remedial actions have been taken.
- (d) Upon written request, Metriks must provide the list of all breaches to the User or the supervisory authorities.

(5) Assistance

- (a) Metriks shall assist the User in the performance of its obligations in the processing of personal data covered by this DPA to the necessary and reasonable extent.

(6) Data processing outside of the scope of the instructions

- (a) Metriks may engage in data processing outside of the scope of the instructions where:
 - (1) required by EU law, or
 - (2) required by national law to which Metriks is subject (Denmark).

- (b) If processing is done outside of the scope of the instructions provided by the User, Metriks must notify the User of the reason and must be done before the fact. Metriks is exempt of notification if this would be contrary to EU law or national law to which Metriks is subject to (Denmark).

§ 6 Sub-processors

- (1) Metriks uses sub-processors for the processing of data on behalf of the User.
- (2) Metriks may only use a third party (sub-processor) that is specified in appendix X to this DPA, or if instructed to do so by the User.
- (3) Metriks and the sub-processor shall conclude only a written agreement imposing the same data protection related obligations on the sub-processor as those of Metriks.
- (4) The sub-processor will only act within the instructions of the User. Metriks will handle all communication with the sub-processor. Metriks is responsible for the sub-processors processing of personal data in the same way as if the processing had been done by Metriks.

§ 7 Costs

- (1) If this DPA specifies any payments or costs, or they are a part of the Service terms, the Parties are entitled to those.

§ 8 Liability

- (1) Liability clauses in the Terms of Service also apply to this DPA as if they were an integral part hereof.

§ 9 Breach

- (1) Breach related clauses in the Terms of Service also apply to this DPA as if they were an integral part hereof.

§ 10 Force Majeure

- (1) Force majeure clauses in the Terms of Service also apply to this DPA as if they were an integral part hereof.
- (2) Metriks shall not be liable for force majeure, including, but not limited to, the following: war, riots, strike, fire, interruptions, energy failure, virus, and occurrence of force majeure at subcontractors and sub-processors.

§ 11 Confidentiality

- (1) Confidentiality clauses in the Terms of Service also apply to this DPA as if they were an integral part hereof.

(2) This DPA and all appendices are subject to confidentiality.

§ 12 Termination

(1) Termination for cause or breach

(a) This DPA may only be terminated according to the provisions in the Terms of Service.

(2) Effects of termination

(a) Metriks may no longer process personal data on the behalf of the User upon termination of this DPA:

(b) Metriks may process personal data for up to 6 months after the termination of this DPA to the extent that is necessary to take the required statutory measures. During this period, Metriks is allowed to include this personal data to be included in its backup procedure(s). Any processing conducted as a result of this clause must be in compliance with the instructions from the User.

(c) Metriks and any sub-processors must return all personal data processed on behalf of the User, provided that the User is not in possession of said data. Metriks must delete all of the personal data from the User.

§ 13 Dispute Resolution

(1) Dispute resolution clauses in the Terms of Service also apply to this DPA as if they were an integral part hereof.

(2) This DPA is subject to Danish Law.

(3) In case of any dispute in connection with the DPA, Metriks and the User shall cooperate in a positive and cooperative way for the purpose of settling the dispute.

(4) If Metriks and the User are unable to solve a dispute, the Parties are entitled to demand that the dispute in question is settled by the ordinary courts. The court in Lyngby is selected as the venue.

§ 14 Precedence

(1) In case of any discrepancies between this DPA and in the Terms of Service, the DPA takes precedence, unless it is otherwise specified in the DPA or in the Terms of Service.

Appendix 1: Service

(1) The Service, in addition to what is defined in the DPA, consists of provision of access to Metriks, associated add-ons and modules, marketing, and support.

(2) Personal data processed in connection with the delivery of the Service:

(a) Personal data about customers provided by extension and add-on partners, including, but not limited to the following: name, address, email, phone number, invoices, and payment history.

(b) Personal data about the user, including, but not limited to the following: name, phone number, and email.

Appendix 2: Sub-processors

(1) The User hereby gives Metriks written permission to use sub-processors.

(2) Metriks shall notify the User in writing of the use of a new sub-processor prior to commencement of the user. Furthermore, Metriks shall notify the User when a sub-processor is no longer needed or being used.

(3) The User can make reasonable objections to the use of a specific sub-processor.

(4) At the conclusion of the DPA, the following sub-processors are used:

Company	Location	Description	Updated
DigitalOcean, LLC United States	Germany	Hosting	23.08.2023
One.com Group AB Sweden	Denmark	Email	23.08.2023