

DATA PROCESSING AGREEMENT FOR KONE OFFICE FLOW (“DPA”)

1. Purpose and Scope of the Data Processing

The provisioning of KONE Access 1000 and KONE Mobile Experience, which are products belonging to KONE Office Flow service offering, require for KONE to collect and process certain personal data. For the avoidance of doubt, provisioning of the KONE Destination alone, which also belongs to the KONE Office Flow service offering, does not include processing of personal data.

When processing the personal data (as further defined below, the “Personal Data”) for purposes of providing the KONE Access 1000, KONE Mobile Experience and related services to the customer (together the “Services”), KONE is acting as the data processor and the Customer as the data controller of such Personal Data, as meant in the General Data Protection Regulation (“GDPR”) (Regulation (EU) 2016/679 of the European Parliament and of the Council). The purpose of this DPA is to agree on the terms and conditions applicable to the processing of such Personal Data by KONE.

When providing the KONE Mobile Experience, KONE will be using the Personal Data to grant the end-users a license to use KONE’s Office Flow mobile application. When the end-user registers themselves in the mobile application, a separate user account is created for them in the KONE Mobile Experience back-end system. This back-end database is managed by KONE as a data controller. Notwithstanding anything to the contrary in this DPA, KONE may also perform other actions as a data controller in regards to personal data collected through the usage of KONE Office Flow mobile application or KONE Access 1000, provided that KONE is complying with the relevant legal requirements applicable to it, such as informing the data subjects or collecting the relevant consents from the data subjects, and shall also otherwise remain liable of its actions as the data controller.

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| Subject Matter of the Personal Data Processing: | KONE is processing the Personal Data for purposes of providing the Services to the Customer. |
| Duration of the Personal Data processing: | The Personal Data shall be processed by KONE as long as the Services are provided to the Customer. |
| Nature and purpose of the Personal Data processing: | KONE shall process Personal Data on behalf of the Customer for the purpose of and to the extent required for providing the Services to the Customer. |
| Type of Personal Data: | A user database consisting of user name, user contact details (e-mail, phone), company, user access ID and user access rights (e.g. which floor user is allowed to enter); the content may vary a bit depending on the manner customer has set up its access control system from which the data is integrated to KONE Access 1000. When user is using their access ID (e.g. by using a Key Card, QR-code or KONE Office Flow mobile application) to go through a KONE access point, a time stamp is logged to KONE’s back end system with the ID. These time stamps can be combined with the user database, creating a user specific access log. |
| Categories of data subjects: | Visitors of the building where the Services are in use. |

Any terms not defined herein shall be given the meaning allocated to them in the GDPR.

2. Rights and Obligations of the Customer

Customer shall:

- (i) process the Personal Data in compliance with the applicable data protection laws and good data processing practice;
- (ii) ensure that its instructions given to KONE comply with applicable laws;
- (iii) at all times remain solely liable for the accuracy, quality, and legality of the Personal Data and the means by which the Customer has acquired and outsourced the processing of Personal Data or management of Personal Data;
- (iv) at all times retain the control and authority to the Personal Data;
- (v) at all times retain title and all other rights to Personal Data;
- (vi) at all times remain fully liable of the credentials (including passwords and/or user names) granted to the Customer or its representative (including a facility manager or other third-party service provider or its employee or other representative who is acting on Customer’s behalf) for accessing and benefitting from the Services, as well as the use of the said credentials and the use of the Services with the credentials; and
- (vii) remain fully and solely liable of managing the end-users’ access rights to the building where the Services are in use.

Moreover, the Customer has a right to give KONE reasonable written instructions on Personal Data processing, provided that such instructions are consistent with the terms of this DPA and other service contract under which the KONE Access 1000 and/or the KONE Mobile Experience are provided to the Customer (the “Contract”). In the event the Customer’s instructions result in additional work efforts and/or costs for KONE, the Customer agrees to compensate for such additional work and costs incurred.

The Customer hereby instructs KONE to process Personal Data for the following purposes: (i) processing in accordance with the Contract and KONE’s service description (if such exists); and (ii) processing initiated by Customers representatives (including a facility manager or other third-party service provider or its employee or other representative who is communicating with KONE on Customer’s behalf) in connection with their use of the Services.

3. Rights and Obligations of KONE

The Customer agrees that KONE shall:

- (i) process Personal Data in compliance with the Contract, the service description, this DPA and laws applicable to its operations;
- (ii) process Personal Data only on documented instructions from the Customer, unless provided otherwise by EU or EU member state law to which KONE is subject to. In such case, KONE shall inform the Customer of the statutory requirement prior to the processing, unless the law prohibits such disclosure;
- (iii) ensure that access to Personal Data is limited to those persons who need to have access thereto for the purpose set out above and that persons authorised to process Personal Data are bound by a contractual or statutory duty of confidentiality;
- (iv) take appropriate technical and organisational measures to ensure security of the Personal Data as required pursuant to Article 32 of the GDPR;
- (v) taking into account the nature of the processing, take commercially reasonable efforts to assist the Customer by taking appropriate technical and organizational measures to ensure fulfilment of the Customer’s obligation to reply to requests by data subjects exercising their rights;
- (vi) assist the Customer to the extent reasonably possible in ensuring compliance with its security and other obligations, taking into account the nature of the processing and the information available to KONE;
- (vii) to the extent the Customer does not have the ability to correct, amend, block or delete Personal Data, as required by applicable laws, KONE shall comply with any commercially reasonable requests of the Customer to facilitate such actions to the extent KONE is legally permitted to do so;
- (viii) make available to the Customer information necessary to demonstrate compliance with its obligations and allow and cooperate with audits, including inspections, conducted by Customer or another person authorised by the Customer. With respect to the inspections the parties agree the following: (a) the Customer must provide KONE at least 30 days prior written notice before conducting any such inspections; (b) inspections shall be conducted during regular business hours and not more often than once per calendar year; (c) the Customer and its authorized persons must sign a confidentiality undertaking in the form defined by the Customer prior to any inspections;
- (ix) be entitled to and have Customer’s consent to transfer Personal Data outside the borders of EU/EEA and as required by the GDPR, enter into the contractual clauses issued by the European Commission by the decision 2010/87/EU or any substituting decision of European Commission, for international transfers of Personal Data (the “Standard Contractual Clauses”) with the recipient of Personal Data located outside the borders of EU/EEA; or otherwise ensures the transfer is conducted in compliance with the GDPR; and
- (x) without undue delay notify the Customer on any Personal Data breach after becoming aware of it.

4. Use of sub-processors

Customer hereby agrees and gives its consent for KONE to use its affiliates and third-party sub-processors to fulfil KONE’s obligations under this DPA or provide certain parts of the Services on its behalf, such as support services. For the avoidance of doubt, the above authorization constitutes Controller’s prior written consent to the sub-processing by data processor for purposes of the GDPR and the Clause 11 of the Standard Contractual Clauses. The third-party sub-processors are listed in KONE Office Flow support pages available in www.KONE.com. KONE shall update the said list at least 30 days before engaging any new third-party sub-processor to carry out processing activities. Customer has the opportunity to object to the engagement of the new third-party sub-processors within the said 30-day period. The objection must be based on reasonable and verifiable grounds (e.g. if the Customer proves that engaging a specific third-party sub-processor imposes a significant risk to the security of the Personal Data). If the Parties are unable to resolve such objection, either Party may terminate the Contract for part of the Services with immediate effect by providing written notice to the other party. Customer shall receive a refund of any prepaid but unused service fees for the period following the effective date of termination.