

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

1. Purpose and Scope of the Data Processing

The provisioning of the 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 personally identifiable information and personal data as further defined below (the “Personal Data”). For the avoidance of doubt, provisioning of the KONE Destination product alone, which also belongs to the KONE Office Flow service offering, does not include processing of personally identifiable information or personal data.

The Parties acknowledge and agree that each Party bears its own responsibilities for the lawfulness of the Personal Data processing it conducts, as well as its responsibilities under the applicable data protection laws. In this DPA the Parties agree on more detailed level of their respective obligations and responsibilities in relation to the Personal Data processing KONE conducts on behalf of the Customer for provisioning of the KONE Access 1000 and KONE Mobile Experience and related services (the “Services”) to the Customer. For the avoidance of doubt, each party has also the right to process Personal Data for other purposes, such as their own business purposes, provided that the respective Party fulfils its legal obligations, such as informing of the data subjects or collecting the necessary consents, before doing so.

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:	<p>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.</p> <p>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.</p>
Categories of data subjects:	Visitors of the building where the Services are in use.

- (iii) take appropriate technical and organisational measures to ensure security of the Personal Data;
- (iv) 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 (if any and as granted by the applicable data protection laws and regulations);
- (v) without undue delay notify the Customer on any Personal Data breach after becoming aware of it.

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 it discloses to KONE and the means by which the Customer has acquired and outsourced the processing of Personal Data or management of Personal Data to KONE;
- (iv) 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
- (v) remain fully and solely liable of managing the end-users’ access rights to the building where the Services are in use.

3. Rights and Obligations of KONE

The Customer agrees that KONE shall:

- (i) process Personal Data in compliance with the Agreement, the service description, this DPA and laws applicable to its operations;
- (ii) 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;