

DATA PROCESSING AGREEMENT FOR KONE RESIDENTIAL SERVICES (“DPA”)

1. Purpose and Scope of the Data Processing

The provision of the Residential Services requires collection and processing of certain personally identifiable information about the Users, as identified below (the “**Personal Data**”).

As KONE has defined how this Personal Data is being processed in the provision of these Services, the Parties hereby agree that KONE is regarded as the data controller of Personal Data, as defined in the General Data Protection Regulation (“**GDPR**”) (Regulation (EU) 2016/679 of the European Parliament and of the Council).

To enable the Users to use and benefit from the Residential Services in full, the Customer is collecting and maintaining Personal Data in the software applications provided by KONE as part of KONE Residential Services (“**Manager Software**”). When performing such facilitating Personal Data processing, the Customer acts as data processor as defined in the GDPR.

This DPA sets out the obligations and responsibilities between the Parties in relation to the above described Personal Data processing. To the extent the Customer extracts Personal Data from the Manager Software, integrates Personal Data to its other IT-systems or otherwise starts to process Personal Data for its own purposes not described in this DPA, it shall be considered as an independent data controller and shall be solely and independently liable for its actions and compliance with applicable data protection laws.

Subject Matter of the Personal Data Processing:	The Customer is using the Residential Services for the purposes of managing access on a Site it owns or manages. Services include license to use a Manager Software that enables managing of residents’ and visitors’ Personal Data and digital keys and key tags to the Site.
Duration of the Personal Data processing:	The Personal Data shall be processed as long as the Residential Services are provided under the Contract.
Nature and purpose of the Personal Data processing:	The Customer is responsible for initially collecting User’s basic data to be able to send the User an activation code or give the user a key tag that allows the User to start using the Services on the respective Site. Moreover, the Customer is responsible of managing the Personal Data (as further defined under section 3) during the Agreement term.
Type of Personal Data:	User’s name, gender, address, apartment number, e-mail address, phone number, intercom name & number, key tag id number, permissions and created sub-users.
Categories of data subjects:	Residents and visitors of a Site where Residential 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 KONE as data controller

KONE shall:

- (i) process the Personal Data in compliance with the applicable data protection laws and good data processing practice;
- (ii) give documented instructions to the Customer on the processing of Personal Data;
- (iii) ensure that its instructions given to the Customer comply with applicable laws;
- (iv) retain the control and authority to the Personal Data; and
- (v) retain title and all other rights to Personal Data.

3. Rights and Obligations of the Customer as data processor

When processing Personal Data, the Customer shall:

- (i) process Personal Data in compliance with the Contract, this DPA, KONE’s written instructions and laws applicable to the Customer;
- (ii) ensure that access to Personal Data is limited to those persons who need to have access thereto for the purposes set out above and that persons authorised to process Personal Data are bound by a contractual or statutory duty of confidentiality. The Customer shall especially acknowledge and agree that Customer is prohibited from sharing passwords and/or user names granted for accessing the Personal Data with unauthorized users and Customer will be responsible for the confidentiality and use of Customer’s (including its employees’) passwords and user names;
- (iii) taking into account the state of technological development and the cost of implementing any measures, take all appropriate technical and organisational measures to ensure protection of Personal Data against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, as required pursuant to Article 32 of the GDPR;
- (iv) taking into account the nature of the processing, assist KONE in replying to requests by data subjects exercising their rights. This shall include but not be limited to:
 - a. updating or correcting Personal Data as informed or requested by User; and
 - b. deleting Personal Data as requested by User.
- (v) regarding Users that opt to use the Residential Services without downloading KONE provided application, assist KONE in providing such Users information about processing of their Personal Data when collecting such Users’ personal data for the first time by delivering to such Users a privacy statement provided by KONE in the Manager Software, or as otherwise further instructed by KONE in writing;
- (vi) notify KONE without undue delay upon receipt of a complaint from a User involving Personal Data;
- (vii) when using sub-contractors for processing of Personal Data (“**Subcontractors**”), ensure the Subcontractors are bound by equivalent obligations in relation to processing of Personal Data as the Customer is under this DPA. The Customer shall remain liable of the actions of any Subcontractors as of its own. If the Customer is established or the Site is located in the European Union, the Customer shall furthermore enter into the contractual clauses issued by the European Commission by the decision 2010/87/EU for international transfers of Personal Data with any Subcontractor located outside the EU/EEA or providing the Personal Data processing services outside the EU/EEA, or otherwise ensure the legality of such transfers in accordance with GDPR. KONE shall be entitled to receive the contact details of the Subcontractors on request;
- (viii) shall as soon as reasonably possible after becoming aware of a personal data breach, notify it to KONE through security@kone.com and assist in investigation, verification, mitigation and remediation of the personal breach as well as in any needed notifications to data protection authorities and data subjects;
- (ix) carry out any other step reasonably required by KONE in order to ensure its compliance with applicable data protection legislation; and
- (x) remain fully and solely liable of managing the Users’ access rights to the Site, and inactivating or deleting (as applicable) in Manager Software the Users who no longer are authorized to access the Site.