

Data Processing Agreement

This Data Processing Agreement (“Agreement”) forms part of the Terms Service (“Principal Agreement”) between any organization under the scope of the General Data Protection Regulation that uses nhost.io services (the “Company”) and Nhost AB (VAT SE559224135901, establishment Spennarslingan 20, 155 93 Nykvarn Sweden) (the “Data Processor”) (together as the “Parties”)

WHEREAS

(A) The Company acts as a Data Controller.

(B) The Company uses the services of the “Data Processor”, which imply the processing of personal data, to the Data Processor.

(C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with 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).

(D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 “Agreement” means this Data Processing Agreement and all Schedules;

1.1.2 “Company Personal Data” means any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Principal Agreement;

1.1.3 “Contracted Processor” means a Subprocessor;

1.1.4 “Data Protection Laws” means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 “EEA” means the European Economic Area;

1.1.6 “EU Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 “GDPR” means EU General Data Protection Regulation 2016/679;

1.1.8 “Data Transfer” means:

1.1.8.1 a transfer of Company Personal Data from the Company to a Contracted Processor; or

1.1.8.2 an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.9 “Services” means the services the Company provides in the nhost.io website, including: database, authentication, and storage.

1.1.10 “Subprocessor” means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Agreement.

1.2 The terms, “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Scope of this Agreement

2.1 Processed data includes data belonging to the Company and stored, read or processed in nhost.io services, databases, and storages.

2.2 Front-end and other Company infrastructure, not hosted by nhost.io, is out of the scope of this Agreement.

3. Processing of Company Personal Data

3.1 Processor shall:

3.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and

3.1.2 not Process Company Personal Data other than on the relevant Company’s documented instructions.

3.2 The Company instructs Processor to process Company Personal Data.

2.3 The Processor shall immediately inform the Company if, in its opinion, an instruction infringes the GDPR or other Data Protection Laws from the European Union.

4. Processor Personnel

4.1 Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality. Processor will obtain proof such confidentiality undertakings or obligations.

5. Security

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. Security measures implemented by the Processor are described in <https://nhost.io/legal/privacy-hints>. It is the duty of the Company to assess whether the measures implemented by the Processor offer the level of security required for the processing.

5.2 In assessing the appropriate level of security, the Company and the Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

6. Subprocessing. Data transfers

6.1 The Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior authorization of the Company. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are

adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on adequate safeguards described in articles 46 and 47 of GDPR.

Certain hosting subprocessors and hosting sites can be chosen by the Company in the service configuration panel. By choosing a sub-processor or site, the Company authorizes the resulting transfer.

6.2 The Processor is authorized to subcontract the processing, including the hosting of the data, hosting of backups, the helpdesk management, and other auxiliary services necessary for the normal operation of the Processor's services.

6.3 The Processor maintains a list of subprocessor in <https://nhost.io/legal/privacy-hints>. To subcontract with new subprocessors, the Processor will notify to The Company, identifying the new subprocessors and their contact details. Such notification will be provided to the email submitted by The Company at sign up, and, if provided, Company email for data protection notifications, at least 10 days prior to starting the subprocessing. This deadline can be modified if it is mandatory to maintain the service, specifically in case of unavailability of a previous subprocessor.

6.4 The subprocessor, will also be obliged to comply with the obligations established in this Agreement. Corresponds to the initial Processor to engage into an agreement with the subprocessor, so that the subprocessor is subject to the same conditions established in this Agreement, regarding the proper processing of personal data and the guarantee of the rights of the data subjects.

7. Data Subject Rights

7.1 Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

7.2 Processor shall:

7.2.1 promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; such notification will be provided to the email submitted by The Company at sign up, and, if provided, Company email for data protection notifications

7.2.2 ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is

subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

7.3 It is the duty of the Company to comply with the requirements about information to data subjects during collection of personal data, as imposed by the Data Protection Laws and Regulations, including articles 13 and 14 of GDPR.

8. Personal Data Breach

8.1 Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws. Notification will be provided to the email submitted by The Company at sign up, and, if provided, Company email for data protection notifications

8.2 It is the duty of the Company to meet notification duties pursuant articles 33 and 34 of GDPR, including assessment on the obligation of the notifications and execution of such communications.

8.3 Processor shall co-operate with the Company and take reasonable steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9. Data Protection Impact Assessment and Prior Consultation

9.1 It is the duty of the Company to meet requirements on data protection impact assessment and prior consultation pursuant articles 35 and 36 of GDPR.

9.2 Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

10. Deletion or return of Company Personal Data

10.1 At the request of the Company, the Processor shall return the personal data to the Company. For this purpose, Nhost includes features that enable the Company to

download stored data.

10.2 By deleting the Nhost account, all data stored by the Company will be deleted.

11. Audit rights

11.1 Subject to this section, Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

11.2 Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

12. Contact point for data protection issues

12.1 The Processor offers the following contact point for data protection issues and data protection officer: data.proteccion@nhost.io

12.2 The Company shall provide the Processor with a contact point for data protection issues and/or data protection officer. If this contact point is not provided, any issues on data protection matters will be communicated via the general contact data provided by The Company.

13. General Terms

13.1 Confidentiality. Each Party must keep the information it receives about the other Party and its business in connection with this Agreement (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law;
- (b) the relevant information is already in the public domain.

13.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

14. Governing Law and Jurisdiction

14.1 This Agreement is governed by the laws of Sweden.

14.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Stockholm, subject to possible appeal to the courts corresponding to the Company establishment.

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

The Company

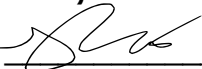
Signature _____

Name: _____

Title: _____

Date Signed: _____

Nhost AB, Processor Company

Signature  _____

Name: Johan Eliasson

Title: CEO

Date Signed 2022-04-04