

DATA PROCESSING AGREEMENT FOR KONE SERVICES (“DPA”)

1. Purpose and Scope of the Data Processing

The provision of the Services requires collection and processing of certain personally identifiable information about the Users, as identified below (the “**Personal Data**”). To enable the Users to use and benefit from the Services in full, the Customer, for itself and its affiliates, associates, subsidiaries, suppliers and subcontractors, is collecting and maintaining Personal Data in the software applications provided by KONE as part of KONE Services in conformity with the requirements stated herein (“**Manager Software**”).

The Parties acknowledge and agree that in principle each Party respectively bears its own responsibilities of 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 the Customer’s obligations and responsibilities in relation to the Personal Data processing in the Manager Software.

Following usage of Personal Data is assumed to be conducted by the Customer through the Manager Software, and is described in the relevant service documentation and privacy statements made available to the Users by KONE:

Subject Matter of the Personal Data Processing:	he Customer is using the 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 by the Customer as long as the 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 and for residents of the State of California, any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly with a particular resident or household of the State of California and which the Customer (“ California Personal Data ”).
Categories of data subjects:	Residents and visitors of a Site where Services are in use.

To the extent the Customer processes Personal Data in any other manner than as described herein, extracts Personal Data from the Manager Software, integrates Personal Data to its other IT-systems or otherwise starts to process Personal Data for purposes or by means 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 (including but not limited to its obligations to receive consents for Personal Data processing from the Users).

2. Rights and Obligations of the Customer

When processing Personal Data, the Customer shall:

- (i) 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;

- (ii) 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;
- (iii) taking into account the nature of the processing, assist KONE in replying to requests by data subjects. 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.
- (iv) regarding Users that opt to use the 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;
- (v) notify KONE without undue delay upon receipt of a complaint from a User involving Personal Data;
- (vi) 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;
- (vii) 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;
- (viii) process California Personal Data only for the purpose of and to the extent required for providing the Services, including de-identification of data subjects. All other uses of the California Personal Data by the Customer are prohibited.
- (ix) not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate orally, in writing, or by electronic or other means, the California Personal Data to any third party for monetary or other valuable consideration without the prior express written direction of KONE.
- (x) upon request but not more frequently than annually, certify compliance with this Agreement and with the CCPA.
- (xi) promptly implement the instructions of KONE, providing all cooperation necessary for the deletion of California Personal Data.