

CYGATE OY – SERVICE DESCRIPTION FOR DATA PROTECTION

Processing of the Personal, Customer, Traffic, and Location Data

Each party is, for its own part, responsible for the compliance with any and all applicable data protection legislation.

As regards any personal data files created on the basis of the service use, the Customer serves as a controller as referred to in the General Data Protection Regulation 2016/679 and other applicable data protection legislation valid at the given time and, as regards the user information processed in the communication service, the Customer serves as a corporate subscriber as referred to in the Information Society Code (917/2014). Respectively Cygate serves as a processor as regards any personal data files created on the basis of the service use, and Cygate serves as a corporate subscriber's subcontractor as regards the user information processed in the communication service.

As a controller the Customer is responsible for seeing to that it processes the Personal, Traffic, and Location data in compliance with the requirements of law as well as authority regulations and directions. The Customer is also responsible that it has taken all the measures required by the applicable law for the processing of data, such as procedures required by the General Data Protection Regulation, the Information Society Code and other applicable data protection legislation valid at the given time.

The Customer authorizes Cygate to process personal data to the extent required for the delivery of the service. Cygate may process personal, traffic and location data on behalf of the Customer, for example, for the implementation and usage of the services, invoicing and technical development, making statistical analyses, for marketing purposes, optimisation of the services, and for other legal, justifiable, and acceptable purposes in accordance with the applicable legislation. The traffic and location data may be processed for as long as necessary in connection with the above-listed operations. Cygate ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

The Customer shall be responsible for ensuring that the service users are aware that personal, traffic and location data concerning them is disclosed to Cygate and they are aware of the purpose for which the data is used in accordance with the applicable legislation, as well as for the collection and existence of the users' consents required for the potential processing and disclosure of the personal data. The Customer shall be responsible for ensuring that Cygate has detailed, up-to-date, and accurate information on the users.

Cygate may submit to the Customer, when so requested by it, traffic, personal, and other data and reports within the limits provided for in the Information Society Code and other applicable data protection legislation. The requirements of the applicable legislation are adhered to, at all times, in the disclosure of data and the related procedure. The Customer agrees to use the data and reports received from Cygate only for the purpose and only to the extent allowed by law in case of a controller and a corporate subscriber.

Cygate shall process personal data in accordance with the Agreement and the written instructions of the Customer enclosed to the Agreement. Cygate is entitled to invoice the Customer in accordance with its price list for any work and actions required to be taken by the Customer's written instructions, unless otherwise agreed in the Agreement. After the processing has ended, Cygate shall, at the Customer's

choice, either destroy or return the Customer's personal data, unless law requires that the data in question is retained.

Cygate shall implement the agreed and required technical and organisational measures for the protection of personal data. The measures must ensure a level of security which is deemed appropriate taking into account:

- a) the available technical possibilities,
- b) the implementation costs of the measures,
- c) the nature, scope, context, and purpose of the processing, and
- d) special risks related to the processing.

When processing personal data on behalf of the Customer, Cygate assists customer in ensuring compliance with the data security obligations pursuant to the general Data Protection Regulation Articles 32 to 36 taking into account the nature of processing and the information available to the processor

If Cygate encounters costs in the compliance of the security requirements or assistance of the Customer, Cygate has the right to have reasonable compensation from compliancy assistance for Customers own responsibilities, requirements and guidelines.

Customer and traffic data may be transferred and disclosed to Cygate's business partners and subcontractors if necessary for the delivery of the service. Data may be transferred and disclosed outside of the EU and EEA provided that the requirements set forth in the data protection legislation are met. Cygate shall not disclose to a third party any personal data received from the Customer in any other case without the Customer's prior consent. As a data processor, Cygate shall direct to the Customer all personal data requests submitted by the data subject, data protection ombudsman, or other equivalent authority or a third party. Similarly, Cygate shall direct to the Customer all data removal, disclosure, correction and restriction requests, and, to the extent possible by reasonable technical means, assist the Customer in replying to these requests. The obligations set above in this section do not apply to Cygate in case Cygate is required to disclose such information under the law.

Cygate shall duly inform the Customer of any discovered data security breaches or attempts of data security breaches of the Customer's personal data.

Cygate allows the Customer, as well as public authorities when so required by law, to carry out audits relating to the processing of the personal data. The details of the audit carried out by the Customer shall be agreed separately. Cygate has the right to charge the Customer for the costs relating to the audits.

Cygate shall oblige its sub-processors, in the manner and to the extent required by law, to comply with terms similar to those provided for in this annex.

NOTE: This annex applies only to such data where the Customer shall be considered as a controller and Cygate shall be considered as a processor under applicable data protection laws.