

Data Processing Terms

These data processing terms (the “**DPT**”) apply to the processing of personal data as a result of the agreement between the Customer and 1928 (each a “**Party**” and collectively the “**Parties**”) regarding 1928’s provision of the Service to the Customer (below the “**Agreement**”).

These DPT form part of the Agreement. In case of conflict between the Agreement and these DPT, these DPT shall take precedence in relation to the processing of personal data that is subject to the Agreement. No other general terms, such as those of the Customer, shall apply.

1. Introduction

- 1.1 Applicable Data Protection Law (as defined below) sets out that when a data processor processes personal data on behalf of a data controller or another data processor, such relationship shall be governed by a contract. These DPT have been established to comply with the requirements on such contract and shall apply only when 1928 acts as data processor on behalf of Customer in Customer’s capacity of either data controller or data processor.
- 1.2 Terms used herein shall have the same meaning as set out elsewhere in the Agreement and as set out in Applicable Data Protection Law, Applicable Data Protection Law meaning in these DPT any and all data protection laws and regulations applicable from time to time on the processing of personal data under these DPT (including but not limited to the Swedish Data Protection Act (*Sw. lag* (2018:218) med kompletterande bestämmelser till EU:s dataskyddsförordning) and 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 (General Data Protection Regulation or GDPR).

2. Duration and termination of the Agreement

- 2.1 These DPT shall enter into force when the Customer starts using/activates the Service and will remain in force as long as 1928 processes personal data on behalf of the Customer.
- 2.2 Upon termination of the Agreement or when 1928 stops processing personal data on behalf of the Customer, 1928 shall, at the request of the Customer and in accordance with the Customer's instructions, delete or urgently return all personal data subject to these DPT to the Customer.

3. Processing of personal data

3.1 General

- 3.1.1 The Customer is responsible for that the processing of personal data hereunder is in accordance with Applicable Data Protection Law, including, but not limited to, ensuring that 1928 do not process other categories of personal data than

those specified in the appendix "Processing Instructions" as well as ensuring a legal ground applicable to the processing, taking appropriate measures to inform data subjects about relevant processing of personal data and facilitating the exercise of data subjects' rights in relation to such processing.

3.2 Customer's instructions

- 3.2.1 1928, and any person authorized to perform work on its behalf, may only process personal data on behalf of the Customer in accordance with the Customer's written instructions, such instructions being set out in these DPT including the appendix "Processing Instructions", unless required to act otherwise by Applicable Data Protection Law; in such a case, 1928 shall, to the extent permitted by applicable law, inform the Customer of that legal requirement before the processing commences.
- 3.2.2 Changes to the written instructions, including for the avoidance of doubt, these DPT and the appendix "Processing Instructions", must be documented in writing and agreed by 1928, with the exception of written instructions that the Customer during the contract period is required to provide in order to comply with Applicable Data Protection Law. 1928 shall be entitled to reasonable compensation, in accordance with 1928's current price list, for changes to the written instructions.
- 3.2.3 If the Customer requests amendments to the written instructions and 1928 informs the Customer within reasonable time that 1928 has reasonable grounds for opposing the Customer's amended instructions in order to comply with Applicable Data Protection Law, any Party shall have the right to immediately terminate the Agreement, including for the sake of clarity these DPT, by giving the other Party written notice to that effect. As regards such termination and unless otherwise agreed, 1928 shall reimburse any fees paid after the notice, and the Customer shall reimburse 1928's costs for such termination of the Service.
- 3.2.4 1928 shall immediately inform the Customer if, in its opinion, an instruction is in breach of Applicable Data Protection Law and await further instructions. The Customer shall then provide 1928 with necessary instructions within reasonable time. If the Customer does not provide such instructions 1928 may take necessary measures to ensure compliance with Applicable Data Protection Law. For the avoidance of doubt, this does not affect the Customer's responsibility under Applicable Data Protection Law and the Agreement, including these DPT.

3.3 Obligation to assist Consumer

- 3.3.1 Taking into account the nature of the processing, 1928 shall assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising data subject's rights under Applicable Data Protection Law.
- 3.3.2 Taking into account the nature of the processing and the information available to 1928, 1928 shall also assist the Customer in ensuring compliance with the Customer's obligations pursuant to Applicable Data Protection Law, including

(where applicable) its obligations to (i) implement appropriate technical and organisational measures, (ii) notify personal data breaches to the supervisory authority, (iii) inform data subjects of personal data breaches, (iv) carry out data protection impact assessments, and (v) carry out prior consultation with the supervisory authority.

3.3.3 1928 shall be entitled to reasonable compensation for the assistance provided by 1928 to the Customer in accordance with this clause 3.3 unless otherwise agreed in writing.

3.4 Disclosure of personal data

3.4.1 1928 shall ensure that persons authorised to process, on behalf of 1928, the personal data processed under these DPT, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.4.2 1928 must not disclose personal data that is subject to processing under these DPT and that is considered confidential according to clause 11 of the Terms, unless otherwise required by law or court or government order. 1928 shall notify the Customer in such cases, unless prohibited by law or court or government order. If a data subject requests to exercising data subject's rights under Applicable Data Protection Law, 1928 shall refer data subject to the Customer. In accordance with clause 3.3, 1928 shall assist the Customer in answering such request.

3.4.3 According to Applicable Data Protection Law, 1928 and its representatives must cooperate with the data protection authority when so requested by the data protection authority. 1928 shall notify the Customer without undue delay of any requests from the data protection authority or other supervising authority that relates to the processing of personal data under these DPT. 1928 may not represent the Customer or act on behalf of the Customer for such requests. 1928 shall be entitled to reasonable compensation for such requested assistance, which relates to the processing of the Customer's personal data.

4. Security of processing

4.1 General

4.1.1 1928 shall implement appropriate technical and organisational measures required by Applicable Data Protection Law, set out in the appendix "Processing Instructions" or otherwise stated in the Agreement to protect the processing of personal data against personal data breaches ("Security Measures").

4.1.2 1928 shall, in the performance of the Service, adhere to the Security Measures and its own safety regulations. 1928 may, after entering into the Agreement, amend its own safety regulations provided that the amendment does not violate Applicable Data Protection Law.

4.2 Reporting of personal data breaches

4.2.1 1928 shall notify the Customer without undue delay after becoming aware of a personal data breach.

- 4.2.2 Such notification must, taking into account the nature of the processing and the information available to 1928:
- (a) describe the nature of the personal data breach including where possible, the categories and approximate number of personal data subjects concerned and the categories and approximate number of personal data records concerned;
 - (b) describe the likely consequences of the personal data breach, and
 - (c) describe the measures taken or proposed to be taken by 1928 to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 4.2.3 Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.
- 4.2.4 If the Customer, in violation of Applicable Data Protection Law, do not inform data subject of a personal data breach and the data protection authority orders 1928 to address the shortcoming, the Customer shall reimburse 1928's costs to comply with the order of the data protection authority.

5. Sub-processors

- 5.1.1 1928 may use sub-processors for the processing of personal data under these DPT. Should 1928 wish to appoint or replace a sub-processor, 1928 must first notify the Customer who may object to such measures within ten (10) days. The Customer's objection must be based on reasonable grounds, for example if the Customer can show that the use of the intended sub-processor causes significant risks in relation to the protection of the personal data. If the Customer and 1928 are unable to settle the objection, 1928 has the right to immediately terminate the Agreement, including for the sake of clarity these DPT, by giving the Customer written notice to that effect.
- 5.1.2 In case 1928 uses sub-processors, data processing agreements shall be concluded between 1928 and such sub-processor. Such data processing agreement shall ensure that the sub-processor undertakes the same obligations regarding protection of personal data as set forth in these DPT and shall provide sufficient guarantees that the sub-processor will perform appropriate technical and organisational measures in a manner that ensures that the processing complies with Applicable Data Protection Law. If 1928 uses sub-processors, 1928 shall be fully responsible, with the limitations set out in the Agreement and these DPT, for the acts and omissions of such sub-processors in relation to the Customer.

6. Processing of personal data in countries outside EU/EEA

1928 may process personal data in a country outside of the EU/EEA unless otherwise agreed. 1928 shall then ensure that such processing at all times complies with Applicable Data Protection Law. This may e.g. be achieved by establishing a binding agreement, in accordance with the applicable EU Commission Model Contracts for the transfer of personal data to third countries, between 1928 and any sub-processors. Processing in a country outside the EU/EEA may also take

place on the basis of a valid adequacy decision or on the basis of binding corporate rules that have been approved by the relevant supervisory authorities, to the extent 1928 and the relevant sub-processors have adopted the same binding corporate rules.

7. Information and audits

- 7.1 1928 shall, in addition to what is set out in the Agreement, provide the Customer with any information required to show that the requirements on processors under Applicable Data Protection Law have been performed, as well as to allow and contribute to audits, including inspections carried out by the Customer or by an auditor appointed by the Customer. If the Customer wishes to carry out an inspection, the Customer shall inform 1928 about this given reasonable notice in advance and at the same time specify the content and extent of the inspection. The reasonable costs incurred by 1928 in connection with carrying out such audit may be charged to the Customer. An inspection may only be carried out if an audit under Applicable Data Protection Law cannot be accomplished through 1928's supplying of information.
- 7.2 1928 shall immediately inform the Customer if 1928 considers that information, including any inspections, pursuant to clause 7.1, is not required or in violation of Applicable Data Protection Law.
- 7.3 An audit according to clause 7.1 requires that the Customer or auditor appointed by the Customer meet required confidentiality obligations and complies with 1928's security measures of the site where the inspection is to be carried out and that the inspection is carried out with no risk to 1928's business or the protection of other customers' information. Information gathered as part of the audit must be deleted after completion of the inspection or when it is no longer needed for the purpose of the audit.

8. Confidentiality

The Customer's personal data processed by 1928 under these DPT are subject to the confidentiality terms of the Agreement.

9. Limitation of liability

- 9.1 The Customer shall indemnify and hold 1928 harmless from any and all damages, claims, losses, costs and expenses of any kind brought by a third party (including supervisory authorities) against 1928 which is attributable to 1928's processing of personal data under these DPT, unless and to the extent 1928 has processed personal data in breach of its obligations as processor under these DPT, Applicable Data Protection Law or the Customer's written instructions as set out in clause 3.2.
- 9.2 1928 shall indemnify and hold the Customer harmless from any and all damages, claims, losses, costs and expenses of any kind brought by a third party (including supervisory authorities) against the Customer which is attributable to 1928's processing of personal data under these DPT, if and to the extent 1928 has processed personal data in breach of its obligations as processor under these

DPT, Applicable Data Protection Law or the Customer's written instructions as set out in clause 3.2. Unless acting with intent or through gross negligence, 1928's total liability under these DPT and during the full term of the Agreement shall for each calendar year be limited to an amount equal to fifty per cent (50%) of the fees payable by the Customer under the Agreement during the twelve (12) month period immediately preceding the event which caused the damage..

9.3 The limitation of liability pursuant to this clause 9 shall continue to apply after the Agreement has otherwise been terminated.

9.4 A Party subject to claim by data subject shall, within a reasonable time, inform the other Party in writing of such claims when it is likely according to the first Party that claims against the other Party, according to clauses 9.1 and 9.2, may be brought. The first Party shall make available to the other Party relevant documentation of data subject and the first Party and allow the other Party to provide its suggestion in the matter. A Party must claim damages from the other Party in accordance with this clause 9 no later than two (2) years after being held liable for damages to data subject.

Appendix 1A – Processing instructions

Below is listed the personal data processing which the Customer instructs 1928 to perform under these DPT. Any subsequent instructions issued in accordance with these DPT shall replace the below.

Data subjects	<p>The processing of the personal data concern the following categories of data subjects:</p> <p>The Customer’s customers (i.e. patients).</p>
Categories of personal data	<p>The personal data processed concern the following categories of personal data:</p> <p>Pseudomised identification number (e.g. lab id),</p> <p>Relevant bacteria data (including bacterial genome sequence and meta data),</p> <p>Analysis output.</p>
Special categories of personal data (Sw. känsliga personuppgifter)	<p>The personal data processed concern the following special categories of data:</p> <p>Personal data concerning health.</p>
Processing purposes	<p>The personal data may only be processed for the following purposes:</p> <p>To provide the Service and perform rights and obligations under the Agreement, including providing improvements, technical verification and bug-fixes thereof.</p>
Processing operations	<p>The personal data concerned will be subject to the following processing activities:</p> <p>Collecting, registration, using, hosting, reading and processing of data, including performance of analyses, copying, organizing, sorting, structuring, transferring, storing, alteration, adjusting, matching to databases, extraction of subsets of information, erasure, destruction, de-identification, anonymisation and aggregation.</p>
Technical and organisational measures	<p>1928 shall take all Security Measures required according to clause 4.1.1 of these DPT, including but not limited to the following:</p> <p>(a) prevent access by unauthorized persons to data processing equipment with which the personal data are processed and used (equipment access control),</p> <p>(b) prevent unauthorized persons from using the data processing systems (systems access control),</p>

	<p>(c) ensure that those authorized to use a data processing system can access only the data relevant to their authorized access and that personal data cannot be read, copied, amended or removed without authorization during processing (data access control),</p> <p>(d) ensure that personal data cannot be read, copied, amended or removed without authorization during their electronic transfer or their transportation or their storage on data media and that it is possible to check and determine at what points transfer of personal data by facilities for data transmission is anticipated (transfer control),</p> <p>(e) ensure that it is possible to check and determine after the event whether and by whom personal data have been input or amended in or removed from data processing systems (input control),</p> <p>(f) ensure that personal data can only be processed in accordance with the Customer's instructions (service control),</p> <p>(g) ensure that personal data are protected against accidental destruction or loss (availability control).</p>
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