

# Data Processing Agreement

*This Data Processing Agreement (“DPA”) describes how Expandra processes personal data on behalf of the Customer in connection with the Service and forms part of the agreement between the parties, in accordance with applicable data protection laws, including Article 28 of the GDPR.*

## 1. Roles and Scope

The Customer is the data controller and Expandra is the data processor.

Expandra processes personal data on behalf of the Customer solely for the purpose of providing the Service and in accordance with the Customer’s instructions and applicable data protection laws.

## 2. Processing of Personal Data

Expandra shall:

- process personal data only as necessary to provide the Service
- follow documented instructions from the Customer
- comply with applicable data protection laws

## 3. Security

Expandra implements appropriate technical and organizational measures to protect personal data, including measures to ensure confidentiality, integrity, and availability.

Expandra ensures that personnel authorized to process personal data are subject to confidentiality obligations.

## 4. Sub-processors

Expandra may engage sub-processors to provide the Service.

Expandra shall ensure that sub-processors are bound by data protection obligations equivalent to those set out in this DPA.

Expandra remains responsible for the performance of its sub-processors.

## 5. International Transfers

Personal data may be processed within and, where necessary, outside the EU/EEA.

Any such transfers shall be carried out in accordance with applicable data protection laws.

## 6. Assistance

Expandra will, to a reasonable extent, assist the Customer in fulfilling its obligations under applicable data protection laws, including requests from data subjects and authorities.

## 7. Personal Data Breaches

Expandra will notify the Customer without undue delay upon becoming

aware of a personal data breach affecting the Customer's data.

#### **8. Deletion and Return of Data**

Upon termination of the Service, Expandra will delete or return personal data upon request from the Customer, unless retention is required by applicable law.

#### **9. Audit and Information**

The Customer may request information about Expandra's data protection measures.

Audits may be carried out to a reasonable extent and in a manner that does not disrupt Expandras operations.

#### **10. Governing Law**

This DPA shall be governed by Swedish law.

# Appendix 1 – Processing Details

*This Appendix 1 describes the categories of personal data processed, the purpose of the processing, and other relevant details in accordance with this DPA.*

## Categories of Data Subjects

- Customers and potential customers of the Customer
- Users of the Service

## Types of Personal Data

- Name
- Email address
- Company information
- Usage data related to the Service
- Content included in proposals or related communications

## Purpose of Processing

- To provide and operate the Service
- To enable creation, sending, tracking, and management of proposals

## Nature of Processing

- Collection
- Storage
- Viewing
- Transfer
- Modification
- Deletion

## Retention Period

- As long as necessary to provide the Service
- Until deletion is requested or the agreement ends, subject to applicable law

## Sub-processors

The sub-processors listed below may be updated from time to time. Expandra remains responsible for all sub-processors used.

- Itrera AB
- Akamai Technologies
- Amazon Web Services (AWS)
- Help Scout
- 37signals

## Third Country Transfers

Personal data may be transferred outside the EU/EEA in accordance with applicable data protection laws.