

Data processing agreement

in accordance with GDPR article 28.

Between:

1. **The data controller:** Ordering party of TeamReflect
2. **The data processor:** Human Factors AS

1. Purpose

This agreement regulates the processing of personal data in connection with the delivery of the TeamReflect tool. The purpose is to generate and distribute team profiles to participants and facilitator/team leader based on data collected through the tool.

2. Scope of processing

The data processor shall only process personal data as defined in this agreement and in accordance with the data controller's instructions. This includes the collection, storage, processing and distribution of profiles to participants. The processing applies to e-mail addresses and responses from questionnaires.

3. Confidentiality

The Data Processor shall ensure that everyone with access to the personal data is subject to a duty of confidentiality. Access is limited to persons with a work-related need.

4. Security measures

The Data Processor undertakes to implement technical and organisational security measures, including:

- Regular backups.
- Access control and activity logging.
- Use of servers in the EEA*

5. Use of sub-processors

The data processor may use subcontractors, including Syse AS for server hosting and Easyfact AS for technical development, subject to the data controller's approval. Sub-processors must fulfil requirements corresponding to this agreement.

**If an AI module is used, an API is used from a server in Norway to Chatbase. Chatbase uses secure GCP/AWS servers in the USA for hosting the content. OpenAI, which Chatbase uses to generate responses, also has servers only in the US, but since no personal information is communicated between the server in Norway and Chatbase, only anonymous response data, Chatbase is not relevant to GDPR.*

6. Rights and assistance

The data processor shall assist the data controller with:

- Handling of requests from data subjects or the data controller for access or deletion.

- Notification of personal data security breaches.
- Compliance with security requirements, privacy impact assessments and audits.

7. Deletion or return of data

Upon termination of the service, all personal data shall be deleted or returned, unless legislation requires further storage. Anonymised data may be retained for statistical or research purposes.

8. Audit and inspection

The controller has the right to request documentation of the data processor's compliance and conduct audits as agreed.

9. Duration and termination of the agreement

This agreement applies for the duration of the processing of personal data. Upon termination, the data processor shall delete or return data as agreed.

Definitions according to GDPR:

- **The controller** is the person who determines the purposes and means of the processing of personal data.
- **The data processor** is the person who processes personal data on behalf of the data controller.

The participants in this agreement:

- **Human Factors AS:** has created the TeamReflect tool and stores, processes and generates the data on behalf of their customers.
 - **Role:** Data processor.
- **Orderer of TeamReflect:** decides the purpose of the processing (team mapping) and who is invited to participate.
 - **Role:** Data Controller.
- **Syse AS (the server provider):** offers server capacity, but makes no decisions about purpose or means.
 - **Role:** Sub-data processor.
- **Easyfact AS (the system developer):** developed the solution, but their role is limited to technical facilitation.
 - **Role:** Sub-data processor.

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