



# 55 degrees

## Order Agreement

### On-Premise Subscription Products

**Effective starting: September 6, 2023**

This Order Agreement has been entered into between

1. 55 Degrees AB, with Swedish company reg. no. 559201-6843, hereinafter referred to as the **"Supplier"**, and
2. the company stated when starting the subscription, hereinafter referred to as the **"Customer"**.

## 1. Background and General Terms

**1.1.** The Supplier and the Customer hereby agree that the Supplier will provide the Product to the Customer. The Agreement applies only to purchases made for the Supplier's On-Premise versions of our products sold for Integration into Jira Data Center or for our own SaaS products. This agreement is not applicable to any previous sale of On-Premise software sold with a perpetual license, including Jira Server licenses.

**1.2.** Words starting with capital letters are defined in this Order Agreement and at the end of the Terms, in the appendix "Definitions".

**1.3.** The Agreement consists of this Order Agreement and the following appendices:

- Appendix 1 – the [Terms](#), and
- Appendix 2 – the [DPA](#).

**1.4.** In the event of a conflict between this Order Agreement and the appendices, the terms set out in the Order Agreement shall apply, except for what is stated regarding the processing of personal data, where the DPA shall take precedence.

## 2. Pricing and Payment

**2.1.** The Customer shall pay the prices that are stated on the third-party platform or on the Supplier's website at the time the Customer enters into the Agreement.



# 55 degrees

**2.2.** The prices agreed on in this Order Agreement apply at the time when the Order Agreement is concluded. Any prices are stated excluding value-added tax.

### **3. Term and Termination**

This Order Agreement becomes effective when the Customer has purchased the right to use the Product at (i) a third-party platform such as Atlassian or (ii) at the Supplier's website, and this has been confirmed by the Supplier. The Order Agreement remains valid until terminated by either party according to the Terms.

## APPENDIX 1

# **The Supplier's General Terms and Conditions - On-Premise Subscription Products**

## **1. Background**

**1.1.** These general terms and conditions (the "Terms") describe the legal terms and conditions that apply when the Customer purchases the Supplier's Product.

**1.2.** The Customer is a company or organization and the individual representing the Customer warrants that he or she has authority to enter into an Agreement with the Supplier.

**1.3.** When entering into the Agreement, the Customer confirms that it is not listed on any official terrorist list or associated with any country or organization sanctioned by Sweden, the European Union, or the United States.

## **2. The Product**

**2.1.** The Supplier provides the Product to the Customer in accordance with the Agreement. The Product is provided electronically to the Customer who installs it in their own IT environment.



# 55 degrees

**2.2.** If the Customer purchased the Product at a third-party platform such as Atlassian, separate, additional terms may apply to the Customer's use of such third-party's platform. The Supplier takes no responsibility for the Customer's use of such third-party's platform or any fault, damage, or unavailability of the Product which is due to such third-party platform, regardless of whether such third-party takes responsibility according to its third-party terms. The Terms in this document apply only to the Customer's use of the Product.

**2.3.** When the Customer purchases the Product, the Customer agrees to these Terms and is given a right to use and install the Product for the number of End-Users that has been agreed on in the Order Agreement and for the period for which the Agreement applies. The Customer can add more End-Users by placing additional orders. The Customer's right is non-exclusive, time-limited, and non-transferable and applies to the Customer's own business, unless otherwise agreed in the Order Agreement. The right applies provided that the Customer fulfills its payment obligations and other obligations under the Agreement.

**2.4.** The Supplier is always trying to improve the Product and may from time to time make developments, additions, and changes to the Product.

## **3. The Supplier's Obligations**

**3.1.** The Product shall be considered to have been made available when the Supplier has made it accessible for download and/or installation to the Customer through the internet, e.g. by making it accessible for implementation. For the avoidance of doubt, the Supplier does not provide assistance with the installation.

**3.2.** The Supplier provides the Product according to the security practices stated on [the website](#) of the Supplier.

**3.3.** The Product is provided "as is". The Product does not include any integrations to other systems or applications that the Customer may want to use together with the Product, unless the parties have explicitly agreed otherwise in the Order Agreement. When integrations are included, the Supplier does not take responsibility for the continued functionality of such integrations if a third-party provider changes its service

## **4. Availability and Support**

**4.1.** The Supplier may provide the Customer with online support services related to the Product, via the [support portal](#), at its discretion and for the sole purpose of addressing technical issues relating to the use of the Product. Any support is governed by the Supplier's policies and programs described in any user manual, online documentation, and/or other materials provided by the Supplier.



# 55 degrees

**4.2.** The Product is intended to work together with a specific host application provided by a third party, such as Atlassian. Each version of the Product is intended to work on one or more versions of a specific host application. Support is only provided if (i) the host application provider still publicly supports the host application version used by the Customer, and (ii) the Customer has installed a version of the Product that is compatible with their specific version of the host application.

**4.3.** Insignificant inconveniences shall not result in the Product being considered unavailable.

**4.4.** The Customer shall contact the Supplier to report any errors or problems regarding the Product as soon as possible. The Supplier shall thereafter work towards launching a new version of the Product which remedies the errors or problems within a reasonable time. The Supplier's obligation to provide a new version does not apply if the new version would cause inconvenience and costs to the Supplier that are unreasonably large in relation to the significance of the errors or problems for the Customer.

**4.5.** In the event the Product has an error that the Supplier deems critical for the functionality of the Product, the Customer's sole and exclusive remedy shall be either a pro-rated refund of the fee for the current subscription period for the Product or a discount towards the cost of future purchases, at the choice of the Supplier. Such remedy shall be in proportion to the effect for the Customer. The maximum remedy for a year shall be 50% of the price the Customer should have paid for the relevant time period.

## 5. The Customer's Obligations

**5.1.** Unless otherwise agreed, the Customer is responsible for the following:

- a)** to download and install the Product;
- b)** to use a version of the Product that is intended for the host application version that the Customer is using. Information about such compatibility is located at the point of download for each version;
- c)** to only install and use the Product on hardware systems owned, leased, or controlled by the Customer, or by a third-party provider which the Customer is responsible for the actions of;
- d)** any act of its employees, consultants or other persons appointed by the Customer to use the Product, in particular, the Customer shall make sure that the Customer's End-Users do not share account access to individuals without authority to use the Product;
- e)** not using the Product for competitive analysis or similar purposes;
- f)** only use the Product for the number of End-Users or similar limitations that have been set out and agreed when concluding the Order Agreement;



# 55 degrees

- g) to maintain any equipment and software required to use the Product, maintain the security of its IT environment and to always use the Product in accordance with the Supplier's Documentation;
- h) to provide the Supplier with information about the Customer and its use of the Product reasonably required by the Supplier to be able to provide the Product and make improvements, additions and changes to the Product, the Customer can be required to provide information about connection details and information about authorized users;
- i) notify the Supplier immediately at the Supplier's support portal if the Product is unavailable; and
- j) to use the Product in accordance with all applicable laws, regulations, and guidelines issued by a competent authority.

**5.2.** The Customer shall not use, copy, modify or give access to the Product to a greater extent than has been agreed on or is considered within the intended use of the Product. The Customer shall especially not decompile, disassemble, or in other ways reverse engineer the Product, except as necessary in order to make the Product work with other software used by the Customer. According to Swedish legislation, the Customer is however allowed to make copies of the Product when it is necessary in order to use the Product as intended, without additional compensation and to a reasonable extent. This mainly refers to copies for backup and security purposes. Any copies are subject to terms set out in the Agreement.

**5.3.** The Supplier is not responsible for changes in the Product that occur because of the Customer's actions. The Supplier is also not responsible for any failure of the Product to work as intended due to the configuration of the host application and/or the Customer's IT environment.

**5.4.** If the Customer does not comply with the terms of the Agreement and does not rectify within ten (10) days of the Supplier notifying the Customer of the non-compliance, the Supplier is entitled to suspend the Product until rectification is made. The Customer shall indemnify the Supplier for any costs or claims by a third party based on the Customer's use of the Product in violation of the terms of the Agreement.

## **6. Prices and Payment**

**6.1.** The Customer shall pay the prices that the parties specifically have agreed on in the Order Agreement.

**6.2.** Unless otherwise explicitly agreed, the Supplier has the right to adjust prices at any time, such adjustments will take effect on the coming Agreement Terms, i.e. when the Agreement is renewed. In addition, the Supplier may at any time adjust prices due to changes in regulations, taxes, fees, or similar circumstances beyond the Supplier's control.

## **7. Trial Period and Early Access**



# 55 degrees

**7.1.** If the Customer registers to use the Product for a free Trial Period these Terms shall apply, in applicable parts, during the Trial Period. Sections that, by their nature, are not applicable during the Trial Period shall be inapplicable during such period, including but not limited to section 4.1, 6, 8, 13.3, 13.4, 13.5, and 13.7.

**7.2.** When the Supplier offers a Trial Period or Early Access, the Supplier's obligation is limited to providing the Customer with access to use the Product. Thus, the Supplier has no responsibility for the Product functioning in a certain way or responsibility for providing the Customer with support or remedying any unavailability. However, the Supplier will usually make sure that the Product works as intended. The Supplier is neither liable for any direct or indirect damages due to the Customer's use of the Product.

**7.3.** The term of the Agreement for the Customer's Trial Period is stated when the Customer starts to use the Trial Period. When the term of the Trial Period has expired, the Customer may choose to continue using the Product and then pay for it in accordance with what is stated in the Terms.

**7.4.** The Customer does not have the right to use more than one free Trial Period unless explicitly allowed by the licensing platform or the Supplier. The Customer shall reimburse the Supplier for any unallowed continued use of the Product during an additional Trial Period. Such reimbursement shall be coherent with the Supplier's highest prices for using the Product at that point in time.

**7.5.** The parties may at any time choose to end the Trial Period and the Customer will, in that case, no longer use the Product. The parties may as well at any time choose to end the Early Access and the Customer will, in such case, no longer have access to the Early Access features in the Product.

## **8. Term and Termination**

**8.1.** The Agreement is provided for the Agreement Term.

**8.2.** If the parties have not agreed otherwise, the Agreement shall enter into force when the Order Agreement has been concluded (for example when the Customer has signed up to use the Product at the Supplier's website and this has been confirmed by the Supplier). The Agreement is renewed by the Customer paying a renewal quote at the third party platform for an additional Agreement Term unless otherwise agreed upon.

**8.3.** Either party can terminate the Agreement at any time. Such termination shall take effect on the coming Agreement Term. The Customer shall make such notification at the point of sale, for example at the third-party platform as Atlassian.

**8.4.** The Supplier has the right to terminate the Agreement with immediate effect if:

- a)** the Customer has committed a material breach of the Agreement and does not take full correction of such breach within thirty (30) days of the other party giving written notice thereof; or
- b)** the Customer is declared bankrupt, enters into liquidation, cancels its payments, or can otherwise reasonably be assumed to have become insolvent.



# 55 degrees

**8.5.** When the Agreement has been terminated, the Customer shall immediately cease to use the Product and, in particular, uninstall the Product from its hardware. Both parties shall return or delete such information that is covered by confidentiality in accordance with section 11, including Documentation.

## 9. Amendments

The Supplier may change the Agreement at any time by giving the Customer a three (3) months prior written notice. The Customer may terminate the Agreement if the Customer has a reasonable explanation for not accepting the new Agreement by giving notice at least one (1) month before the new Agreement will come into force. In such case, the Supplier shall pay back the amounts corresponding to the period the Customer has not been able to use the Product. The Customer may not terminate the Agreement if the grounds for a significant change to the Agreement is due to changes in law, constitution, by authority decision, or changes in other circumstances outside of the Supplier's control. The Customer has the right to terminate the Agreement with immediate effect if such change entails a significant inconvenience for the Customer.

## 10. Personal Data

**10.1.** Within the scope of fulfilling the obligations under the Agreement, the Supplier will process personal data on behalf of the Customer. Within the scope of such processing, the Customer is the controller for personal data and the Supplier is the processor. For this purpose, the parties have entered into a [DPA \(Appendix 2\)](#).

**10.2.** The Supplier may gather and in other ways process personal data as a data controller in order to improve the Product. This processing is included in the Supplier's relevant [Privacy Policy](#).

## 11. Confidentiality

**11.1.** Both parties hereby agree not to, without the other party's prior written approval, publish or otherwise disclose to third parties any information relating to the other party's business which is or can be reasonably presumed to be confidential, with the exemption for:

- a)** information that is or becomes publicly known, except through a breach of this Agreement by the receiving party;
- b)** information from a third party that is public to the receiving party without obligation of confidentiality;
- c)** information that was known to the receiving party prior to receipt from the disclosing party, without obligation of confidentiality; or
- d)** the disclosure or use of information is required by law, regulations, or any other regulatory body. In the event of such disclosure, the disclosing party shall, if possible, notify the other party before such disclosure takes place.



# 55 degrees

**11.2.** Specifically, the Supplier shall keep any Customer Data secret and ensure that employees only have access to the Customer Data if it is necessary to perform the services, e.g. support and maintenance (“need to know basis”).

**11.3.** Information that a party has stated as confidential shall always be regarded as confidential information.

**11.4.** Each party is responsible for compliance with this confidentiality undertaking by its respective subcontractors, consultants, and employees. The confidentiality undertaking under this section applies during the term of the Agreement and for a period of three (3) years after the Agreement has expired. The confidentiality undertaking for Customer Data applies for an indefinite period of time.

## **12. Publicity and Marketing**

**12.1.** Unless the Customer has objected according to section 12.2, the Supplier may publicly state that the Customer is a customer of the Supplier. The Customer grants the Supplier the right to include the Customer’s name, trademark, logo, or similar identifying material in a listing of customers on the Supplier’s website and/or promotional material in relation to the Product.

**12.2.** The Customer may, via the Supplier’s support portal, ask the Supplier not to include information about the Customer in any publicly available material. Such a request can be made at any time, even before the Supplier has published information according to section 12.1. After a request from the Customer, the Supplier shall stop including information about the Customer in any publicly available material within thirty (30) days and as far as possible delete any already publicized information about the Customer.

## **13. Intellectual Property Rights**

**13.1.** The Supplier or its licensors hold all rights, including intellectual property rights, to the Product and the Documentation (including, without limitation to, such development or improvements specifically performed on behalf of the Customer) including software and source code. Nothing in the Agreement shall be construed as a transfer of such rights, or any part thereof, to the Customer. To be clear, the Customer is for example not allowed to reverse engineer, decompile, disassemble, alter, duplicate, modify, rent, lease, loan, sublicense, make copies of, create derivative works from, distribute or provide other parties with access to the Product in whole or in part, except as stated in section 5.2.

**13.2.** The Customer has all rights, including intellectual property rights, to the Customer Data. During the term of the Agreement, the Supplier may use the Customer Data and data related to the Customer’s use of the Product (personal data excluded) in order to provide the Product to the Customer successfully.

**13.3.** The Supplier shall compensate the Customer for damage suffered by the Customer as a result of claims from third parties regarding infringement of such third party’s intellectual property rights. The limitation of liability as set out in this section 13 and in section 14 shall however apply, except for what is stated in section 14.5.

**13.4.** The Supplier’s obligation to indemnify the Customer pursuant to section 13 applies only provided that the Customer:

- a)** without undue delay notifies the Supplier in writing of claims made against the Customer;





# 55 degrees

**b)** allows the Supplier to control the defence and make decisions alone in all related settlement negotiations; and

**c)** acts in accordance with the Supplier's Documentation and cooperates with and assists the Supplier to the extent that the Supplier reasonably requests.

**13.5.** If it comes to the Supplier's knowledge or is finally settled that there is an infringement of a third party's intellectual property rights, the Supplier may choose to either:

**a)** ensure the Customer a continued right to use the Product;

**b)** change the Product so that infringement no longer exists;

**c)** replace the Product, or any part thereof, with any other non-infringing equivalent product; or

**d)** terminate or temporarily cease to provide the Product and, after deducting the Customer's reasonable benefit, repay the Customer's fee paid for the Product, without interest.

**13.6.** The Supplier has the right to freely use the know-how, professional knowledge, experience, and skills that the Supplier acquires through or in connection with providing the Product.

**13.7.** The Supplier's obligations under this section 13 are conditional upon the Customer's use of the Product exclusively in accordance with the terms of the Agreement.

**13.8.** This section 13 constitutes the Supplier's total liability towards the Customer for infringement of third parties' intellectual property rights.

## **14. Limitation of Liability**

**14.1.** The Supplier's responsibility for the provision of the Product is limited in accordance with what is stated in these Terms.

**14.2.** The Supplier is - with the limitations set out below - liable to the Customer for damages caused due to the Supplier's negligence. However, the Supplier is not liable for damages caused by third-party platforms, such as Atlassian, including any fault, disturbance, or unavailability caused by such third-party platform, or any integrations to other systems or applications that the Customer may want to use the Product together with. Neither is the Supplier liable for damages due to modifications or changes to the Product made according to the Customer's instructions or performed by anyone other than the Supplier (including but not limited to the Customer and Customer's suppliers).

**14.3.** The Product is provided on an "as-is" basis without any express or implicit promises or guarantees.

**14.4.** Notwithstanding the above, the Supplier shall under no circumstance be liable for indirect damages (Sw. indirekt skada), including damages caused by loss of profit, revenue, anticipated savings or goodwill, loss of information or Customer Data, loss due to operational, business, power or network interruptions, loss due to modifications of the Product made in accordance with the Customer's instructions or performed by anyone



# 55 degrees

other than the Supplier, as well as any claims due to the Customer's possible liability to third parties; without prejudice to section 13.3. The Supplier is neither liable for any claims deriving from the Customer's relationship with any third-party platform such as Atlassian where the Product was purchased or integrated with.

**14.5.** The Supplier's total and aggregate liability under the Agreement regardless of the number of incidents, is limited to the amount paid by the Customer according to the Agreement during the twelve (12) months prior to the time the damage occurred.

**14.6.** The Customer shall, in order not to lose its right, submit a claim for compensation in writing no later than ninety (90) days after the Customer noticed, or should have noticed, the actual damage or loss, however in no case later than six (6) months from when the loss arose.

**14.7.** In case of a claim from a third party, the party responsible for such claim shall indemnify and hold the other party harmless.

## 15. Force Majeure

**15.1.** Each party shall be relieved from liability for damages for a failure to perform any obligation under the Agreement to the extent that the due performance is prevented by reason of any circumstance beyond the control of the party. Such as internet limitation or slow connection, power outages, network intrusion, lawsuits, pandemics, labor disputes, loss of communications, mobilization or large-scale military recruits, ordinances, rationing of fuel, goods, or energy, and defects and delays in deliveries from subcontractors caused by any party outside the party's control provided that the other party is notified immediately.

**15.2.** The parties have the right to terminate the Agreement immediately if force majeure continues or will obviously continue for more than sixty (60) days.

## 16. Miscellaneous

**16.1.** The Supplier is entitled to assign subcontractors to accomplish its obligations under the Agreement. The Supplier is liable for the work of the subcontractors as well as its own.

**16.2.** The primary means of communication between the parties concerning the Product shall be the [support portal](#).

**16.3.** The content of the Agreement and its appendices shall supersede all previous written or oral commitments and undertakings.

**16.4.** The documents described in the definition of the Agreement shall have mutual priority in the following order: (i) the Order Agreement, (ii) the Terms and (iii) any annexes. Any annexes shall have priority over each other in accordance with the order set out in the Order Agreement. However, the provisions of the DPA shall prevail with regard to processing of personal data and nothing in the Agreement shall be deemed to restrict or modify obligations set out in the DPA.



# 55 degrees

**16.5.** The Agreement may not be transferred to a third party without the other party's prior written consent. However, the parties are allowed to transfer the Agreement to companies within the same corporate group and in a situation of transferring the Supplier's operation or a part thereof, the Supplier is admissible to transfer the Agreement to a third party.

**16.6.** The failure of a party to exercise any right under the Agreement or the failure to point out any particular condition attributable to the Agreement shall not constitute a waiver by a party of such right.

**16.7.** The following sections apply even after the termination of the Agreement: 8 (Term and termination), 11 (Confidentiality), 13 (Intellectual Property Rights), 14 (Limitation of Liability) and 17 (Governing Law and Disputes).

## **17. Governing Law and Disputes**

**17.1.** The Agreement shall be governed by and construed in accordance with the laws of Sweden.

**17.2.** Any dispute arising out of or in connection with the Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute").

**17.3.** The Rules for Expedited Arbitrations shall apply, unless the SCC Institute, considering the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

**17.4.** The place of arbitration shall be Malmö. The language of the proceedings shall be Swedish and Swedish law shall apply to the dispute. Regardless of what has just been said, the Supplier shall always have the right to apply for an injunction to payment or bring an action regarding non-payment in a general court.

## **Definitions**

**"Agreement"** means the contractual agreement between the parties no matter in what form, including the Order Agreement, these Terms, the DPA and any appendices mentioned in the Order Agreement, in the Terms, or in the DPA.

**"Agreement Term"** means the term agreed upon in the Order Agreement.

**"Customer"** means the company specified in the Order Agreement as a customer or the person who otherwise agrees with the Supplier to use the Product.

**"Customer Data"** means any data that is provided to the Supplier by or on behalf of the Customer through the use of the Product.

**"Documentation"** means any instruction or other documentation that the Supplier provides to the Customer at any time.



# 55 degrees

“**DPA**” means the data processing agreement concluded between the parties.

“**End-Users**” means the individual who uses the Product as part of the Customer’s Agreement.

“**Early Access**” means a time-limited period for which the parties have agreed that the Customer shall test new features or a beta version of the Product. The version of the Product used during Early Access is under ongoing development by the Supplier and therefore not complete or equivalent to the Product.

“**Order Agreement**” means the contract between the Customer and the Supplier that includes Customer details and specific terms in relation to the Customer’s purchase of the Product or Agreement to use the Product. The Order Agreement may be constituted by a document signed by the Customer, an offer accepted by the Customer, an e-mail, or a web form at the Supplier’s website where the Customer has provided its credentials and signed up to use the Product.

“**Product**” means the service provided to the Customer according to the Agreement.

“**Supplier**” means the company providing the Product which the Customer has concluded the Agreement with.

“**Trial Period**” means a time-limited period for which the parties have agreed that the Customer is entitled to use the Product for the sole purpose of evaluation prior to purchase.



# 55 degrees

## APPENDIX 2

# Data Processing Agreement for On-Premise Subscription Customers

Effective September 6, 2022

## 1. Background and Interpretation

**1.1.** The Supplier will, upon performance of the Agreement when providing its Product, process personal data on behalf of the Customer, in the capacity of the Customer's processor. The Supplier will process personal data for which the Customer is the controller.

**1.2.** This Data Processing Agreement (the "DPA") forms an integral part of the Agreement. The purpose of this DPA is to ensure a secure, correct, and legal processing of personal data and to comply with applicable requirements for data processing agreements as well as to ensure adequate protection for the personal data processed within the scope of the Agreement.

**1.3.** Any terms used in this DPA, e.g. processing, personal data, data subjects, supervisory authority, etc., shall primarily have the meaning as stated in the European Parliament and the Council Regulation (EU) 2016/679 (the "GDPR") and otherwise in accordance with the Agreement, unless otherwise clearly indicated by the circumstances.

**1.4.** In light of the above, the parties have agreed as follows:

## 2. Instructions and Responsibilities

**2.1.** The type of personal data and categories of data subjects processed by the Supplier under this DPA and the purpose, nature, duration, and objects of this processing, are described in the instructions on the processing of personal data in Appendix 2A or the written instructions that the Customer provides from time to time. The Supplier shall not process additional categories of personal data or personal data in relation to other data subjects than those specified in Appendix 2A.

**2.2.** The Customer is responsible for complying with the GDPR. The Customer shall in particular:

- a)** be a contact person towards data subjects and i.e. respond to their inquiries regarding the processing of personal data;
- b)** ensure the lawfulness of the processing of personal data, provide information to data subjects pursuant to Articles 12-14 in the GDPR, and maintain a record of processing activities under its responsibility;



# 55 degrees

- c)** provide the Supplier with documented instructions for the Supplier's processing of personal data, including instructions regarding the subject matter, duration, nature, and purpose of the processing as well as the type of personal data and categories of data subjects;
- d)** immediately inform the Supplier of changes that affect the Supplier's obligations under this DPA;
- e)** immediately inform the Supplier if a third party takes action or lodges a claim against the Customer as a result of the Supplier's processing under this DPA; and
- f)** immediately inform the Supplier if anyone else is a joint controller with the Customer of the relevant personal data.

**2.3.** When processing personal data, the Supplier shall:

- a)** only process personal data in accordance with the Customer's documented instructions, which at the time of the parties entering into this DPA are set out in [Appendix 2A](#);
- b)** ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c)** maintain an adequate level of security for personal data by implementing all technical and organizational measures set out in Article 32 of the GDPR in the manner set out in section 3 below;
- d)** respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging a sub-processor;
- e)** taking into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as it is possible, for the fulfillment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- f)** assist the Customer in ensuring compliance with the obligations pursuant to Articles 32-36 of the GDPR, taking into account the nature of the processing and the information available to the Supplier;
- g)** at the choice of the Customer, delete or return all the personal data to the Customer after the end of the Agreement, and delete existing copies, unless EU law or applicable national law of an EU Member State requires the storage of the personal data; and
- h)** make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 in the GDPR and this DPA and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor agreed upon by the parties.

**2.4.** The Supplier shall notify the Customer without undue delay, if, in the Supplier's opinion, an instruction infringes the GDPR. In addition, the Supplier is to immediately inform the Customer of any changes affecting the Supplier's obligations pursuant to this DPA.



# 55 degrees

## 3. Security

**3.1.** The Supplier shall implement technical and organizational security measures in order to protect personal data against destruction, alteration, unauthorized disclosure, and unauthorized access. The measures shall ensure a level of security that is appropriate considering the state of the art, the costs of implementation, the nature, scope, context, and purpose of the processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons. The Supplier may amend its technical and organizational measures.

**3.2.** The Supplier shall notify the Customer of accidental or unauthorized access to personal data or any other personal data breach without undue delay after becoming aware of such data breach and pursuant to Article 33 of the GDPR. Such notification shall not in any manner imply that the Supplier has committed any wrongful act or omission, or that the Supplier shall become liable for the personal data breach.

**3.3.** If the Customer, during the term of this DPA, requires that the Supplier take additional security measures, the Supplier shall as far as possible meet such requirements provided that the Customer pays and takes responsibility for any and all costs associated with such additional measures.

## 4. Sub-processors and Transform to Third Countries

**4.1.** The Customer hereby grants the Supplier with a general authorization to engage sub-processors. Sub-processors are listed in the list of sub-contractors in [Appendix 2B](#). The Supplier shall enter into a data processing agreement with each sub-processor, according to which, the same data protection obligations as set out in this DPA, are imposed upon the sub-processor.

**4.2.** The Supplier shall inform the Customer of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Customer the opportunity to object to such changes. Such objection shall be made in writing and within thirty (30) calendar days after the Supplier has informed the Customer about the intended changes. If the Customer objects to the Supplier engaging a sub-processor and the parties cannot agree, within a reasonable time, on the new sub-processor's engagement in the processing of personal data, the Supplier can terminate the Agreement.

**4.3.** If the Supplier and/or sub-processors transfers personal data outside the EU/EEA, such transfer shall always comply with the applicable data protection requirements according to the GDPR and related data protection legislation. The Supplier shall keep the Customer informed about the legal grounds for the transfer.

## 5. Compensation and Limitation of Liability

**5.1.** The Supplier is not entitled to any additional compensation for the processing of personal data in accordance with this DPA, instead the compensation provided pursuant to the Agreement also encompasses the measures in this DPA.

**5.2.** Each party shall be responsible for any damages and administrative fines imposed to it under articles 82 and/or 83 of the GDPR.



# 55 degrees

**5.3.** Notwithstanding any limitation of liability in the Agreement, each party's liability under this DPA shall be limited to direct damages. In addition, the Supplier's liability shall be limited to an amount corresponding to the fees paid by the Customer to the Supplier under the Agreement for a period of six (6) months before the damage occurred.

## **6. Term and Termination**

**6.1.** This DPA becomes effective when the Agreement has been entered into.

**6.2.** Upon termination of the Agreement, the Supplier shall, at the choice of the Customer, delete all the personal data or return it to the Customer, and ensure that each sub-processor does the same.

**6.3.** This DPA remains in force as long as the Supplier processes personal data on behalf of the Customer, including deletion or returning of personal data according to section 6.2 above. This DPA shall thereafter cease to apply. Sections 5 and 6.2 shall continue to apply even after this DPA has been terminated.

## APPENDIX 2A

# **Instructions on Processing of Personal Data**

## **Purposes**

The Supplier processes personal data in order to fulfil the Agreement. This means that the Supplier processes personal data for the following purposes:

- Handle customer support cases,
- Work with key End-Users designated by the Customer for purposes of the customer success program. This program is available to opt-in to for certain customer accounts

## **Categories of personal data**

Categories of personal data that will be processed by the Supplier include:

- Name,
- E-mail address, and
- Information about how the Product is used provided by the Customer for the purposes of support and customer success.





# 55 degrees

## Categories of data subjects

End-Users.

## Retention time

Personal data about End Users will be processed and deleted according to the Customer's instructions. The Customer is responsible for and can choose when such data shall be deleted.

## Processing operations

The Supplier process the personal data of End-Users in the following ways.

- To provide customer support when the Customer opens a support request via e-mail or via the Supplier's support portal.
- To support activities related to the customer success program.

## Information Security Measures

- [Security Practices](#)
- [Application-specific Data Security and Privacy Statements](#)
- [Security Advisories and related policy](#)

## APPENDIX 2B

# Sub-Processors

No sub-processors are involved in your regular usage of our On-Premise applications. However, we do rely on sub-processors to support your End-Users' ability to get value out of your purchase via our Customer Support and Customer Success functions. In the table below you can see exactly for which purposes we utilize sub-processors for End-Users of any of our On-Premise applications.

| Name  | Purpose  | Location of Processing (Country)   |
|---|--|--|
| Refined<br><i>DPA upon request</i>                  | Website provider for our Support Portal (service desk and documentation) | EU   |
| Atlassian Corporation Plc (Jira Service Management) | Customer and End-User support management service provider                | Europe.*<br>* <a href="#">Customer Account</a> data (name, email address) is |



# 55 degrees

[DPA](#) | [International Data Transfers](#)

stored across the Global AWS Regions. [Read more](#)

Please see our [sub-processors page](#) for additional information on the sub-processors above as well as a full list of the subprocessors that process personal data, even those that aren't relevant to this DPA.