GREIP™ EXPRESS TERMS OF USE AND PRIVACY POLICY

- 1. <u>Service Provider.</u> GREIP™ service is an intellectual property asset management service provided by Berggren Oy (2635899-1), Eteläinen Rautatiekatu 10 A, FI-00101 Helsinki, Finland, ("Service Provider").
- 2. <u>Client.</u> Client is the company/organization on behalf of which you are using the GREIP™ Express service ("Client").
- 3. User. You while using the GREIP™ Express service are a user ("User").
- 4. GREIP™ Express, its purpose and application. These terms of use and privacy policy are applied to GREIP™ Express that is at the time being provided as a complimentary service to Client's of Berggren Oy. The purpose of GREIP™ Express service is to enable Berggren Oy's clients to view their patent, trademark, design, domain name related or other such legal cases in Berggren Oy's care as an intellectual property agent and as stored in Berggren Oy's own system and to enable basic communication regarding the cases between the client and the Berggren Oy as an extranet type of service ("Purpose").
- 5. <u>User Credentials.</u> You have been provided with a user name and password to access the GREIP™ Express service and identify you as a user ("User Credentials"). The user credentials are confidential and to enable data security and protection in the GREIP™ Express service, they must be always kept confidential. Do not share you User Credentials to other persons.
- 6. <u>Client data and its confidentiality.</u> All the Client's data and information in the GREIP™ Express service concerning Client's patent, trademark, design, domain name related or other such legal cases ("Client Data") is considered confidential information of Client, is owned by the Client and no rights, title or interest to the Client Data is transferred to the Service Provider except to the extent needed by Berggren Oy to provide their intellectual property agent's and legal services to the Client.
- 7. <u>Provided as is</u>. The GREIP™ Express service is provided as is and no warranty or guarantee of availability is given.
- 8. Intellectual Property Rights of the Service Provider. There are intellectual property rights of the Service Provider that concern the GREIP™ Express service. All trademarks, logos, inventions, patents, utility models, designs, technical models, commercial, technical and financial information as well as works, written and other material related to the service or its provision, works and results and related rights will remain with the Service Provider. The Client and the User may use the necessary intellectual property rights to the extent necessary for the use of the service.

- 9. <u>Privacy and protection of personal data.</u> The Service Provider follows and implements EU General Data Protection Regulation 2016/679 ("GDPR") to the extent necessary to provide the GREIP™ Express service. Namely, the following is applied
 - i. <u>Data controller.</u> Service provider is the data controller while providing the GREIP™ Express service.
 - ii. <u>Data controller's contact person.</u> You may contact <u>anna.backman@berggren.fi</u> or <u>katriina.ropponen@berggren.fi</u> for questions or concerns.
 - Personal data processed and purpose of processing. Personal data means any iii. information relating to a private individual or their family, or based on which such an individual can be identified. Further, the term has the meaning in accordance with definition set in Article 4 of the GDPR. In the GREIP™ Express service the following personal data may be stored and processed: names, user IDs and contact information such as email addresses for the User(s). In case of patent cases identifying details of an inventor needed for protection of an invention may be stored and shown. In case of design cases details similar of design's creator needed for protection of a design may also be stored and shown. Other similar details of authors or originators of intellectual property assets may also be stored and shown. Personal data is entered into the GREIP™ Express service in order to allow access to the service for persons using the service on behalf of the Client (the User(s)) and to enable viewing the case information (inventors and design creators). The Service Provider may use the personal data to provide communications regarding the use of the service. The Service Provider may also use the personal data marketing communications, to which you are provided a possibility to opt-out.
 - iv. <u>Service Provider's right to process.</u> The Service Provider is allowed to process your personal data on the basis of client relationship to enable Berggren Oy to Provide their intellectual property and legal service to the Client that you represent as a User (legitimate interest).
 - v. Good data processing practice. The Service Provider shall comply with good data processing practice and the data protection principles and provisions set forth in the applicable data protection and processing legislation. The Service Provider undertakes that the GREIP™ Express service shall comply with the requirements of GDPR.
 - vi. <u>Data protection.</u> The Service Provider undertakes to implement the necessary technical and organisational measures in such a manner that your personal data shall be appropriately protected in accordance with the Service Provider's processes and the requirements of GDPR. The Service Provider's actions under this section shall be based on risk assessments by the Service Provider undertaken in order to ensure the ongoing confidentiality, integrity, availability and resilience of the personal data. Personal data and Client Data are protected with up-to-date technical protection methods. Servers locate in an environment protected with firewalls and the environment is protected with passwords and user

- names. All or part of the data may be encrypted. The Service Provider's rights of use in the data system are limited only to the extent that is required by their duties.
- vii. Your rights as a data subject. A data subject shall have a right of access to personal data concerning him or her and request its correction in case of mistakes in the personal data. A data subject's right to be forgotten and right to erase personal data concerning him or her may, however, be restricted by the requirements set forth in patent and employee invention legislation for registering the names of inventors or other such laws and regulations. All requests for exercising data protection rights from data subjects should be directed to the contact person defined above. Using GREIP™ Express service voluntary and complimentary to the Client relationship with Berggren Oy and you or the Client may at any time choose to cease using the GREIP™ Express service in which case your personal data is removed from GREIP™ Express service to the extent possible and if not limited by other applicable laws, regulations and orders of authorities.
- viii. <u>Data transfer.</u> No data transfer outside the EU/EEA are made unless there is a case specific need to do so and you have been informed of it.
- ix. <u>Sub-contractors and -processors</u>. The Service Provider uses sub-contractors in order to provide the service or Client management therein. The Service Provider is responsible for the work of its sub-contractors as for its own. The Service Provider undertakes that its sub-contractors will in their own activities comply with the obligations of a data processor. The Service Provider maintains a list of sub-contractors accessible through the service.