

DATA PROCESSOR'S PRIVACY POLICY FOR GREIP™ PLUS AND GREIP™ COMPLETE

1. Service Provider and data processor. GREIP™ service is provided by Berggren Oy (2635899-1), Eteläinen Rautatiekatu 10 A, FI-00101 Helsinki, Finland, (“Service Provider”).
2. Client. Client is the company/organization on behalf of which you are using the GREIP™ service and having a Service Agreement and a Data Processing Agreement executed with the Service Provider (“Client”).
3. User. You while using the GREIP™ service on behalf of the Client are a user. You may also be an inventor or you have otherwise been provided access to the service by the Client. All these types of users or persons provided with access are commonly called a user in this policy (“User”).
4. GREIP™ service. These terms of use and privacy policy are applied to GREIP™ service versions called PLUS and COMPLETE that offer varying features of intellectual property asset management depending on the Service Agreement. (“GREIP™ service”).
5. User credentials. You have been provided with a user name and password to access the GREIP™ service that identify you as a user (“User Credentials”) or a direct link or other limited access to the service by the Client. The user credentials are confidential and to enable data security and protection in the GREIP™ service. They must be always kept confidential. Do not share you User Credentials to other persons.
6. Privacy and protection of personal data. 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. Data controller and data processor. Client is the data controller and Service Provider is a data processor while providing the GREIP™ service.
 - ii. Contact details of the data controller. You may contact your Administrative user.
 - iii. Contact details of the data processor. Anna Backman, anna.backman@berggren.fi and Katriina Ropponen, katriina.ropponen@berggren.fi.
 - iv. Personal data and purposes of processing. Personal data means any 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™ service the following personal data may be stored and processed:

- a. GREIP users. The following personal information may be entered into the service by or, with a separate written consent, on behalf of the Client: names, user IDs and contact information such as email addresses for individuals using GREIP™. Personal data is entered into the GREIP™ service in order to allow access to the GREIP™ service for persons using the service on behalf of the Client. The Client has the right to administer or create GREIP users and user IDs in the manner specified in the Service Agreement.
- b. Inventors. The personal data of data subjects who are inventors in patents or patent applications are processed for the purposes of fulfilling the obligations set forth in the legislation on employee inventions and patent legislation and for the specific needs of the Client to manage intellectual property assets. The following personal data may be entered for inventors: name, contact information such as home address, email address and phone number, and any information relating to, or needed in order to pay invention compensations. Similar information may be entered for other intellectual property assets with authors, creators or originators or similar.
- c. Address book contacts and other contacts. GREIP™ Users may save contact information into the GREIP™ address book, for example, in order to communicate information relating to specific subjects in the GREIP service efficiently. For such persons, the following personal data is entered into the service: name and contact information, such as email address. Some GREIP™ features also allow the dissemination of information stored in the service to persons who are not GREIP users. In order to do so, the email address of such contacts is saved into the service, and associated with the document or working space shared with the person(s).
- d. Request, Idea and Material request contact information. When using the Request, Idea or Material request tools in GREIP™ service, the contact information such as email address of persons who have used these tools may be entered into the GREIP™ service. The Client may choose to use and collect also the same personal data as identified for Inventors above when using the Request, Idea or Material request tools in GREIP™ service. Personal data is entered into the GREIP™ service in order to identify the person using the using or making the Request, Idea or Material request.
- v. Service Provider's extent of processing. The Service Provider is allowed to process your personal data on the basis of the Service Agreement and Data Processing Agreement. The Service Provider as a data processor only processes the personal data to extent necessary to provide the service and to provide

communications regarding the use of the service and updates, which you are provided a possibility to opt-out.

- vi. 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™ service shall comply with the requirements of GDPR.
- vii. Data protection. 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 to provide the service.
- viii. 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, for example, in patent and employee invention legislation for registering the names of inventors and other requirements to keep appropriate records of intellectual property case data in the Client's business. Further, there may be other laws, regulations or order of authorities limiting or restricting removal of data that need to be complied with. All requests for exercising data protection rights from the data subjects should be directed to the contact person of the Client/Data Controller defined above.
- ix. Data transfer. 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 in a specific case by the Controller.
- x. Sub-contractors and -processors. 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 by the Client.