



DATA PROCESSING AGREEMENT

English - v2.0 - Effective 27 September 2026

DATA PROCESSING AGREEMENT

1. SCOPE OF APPLICATION

This data processing agreement (this “**DPA**”) shall apply to the Services provided to the Customer by Smartvatten based on the Agreement between Smartvatten and the Customer. This DPA forms an integral part of the Agreement and unless expressly otherwise stated or evident from the context, the terms defined in the Agreement shall have the same meaning in this DPA.

In addition to this DPA, the General Terms and Conditions shall apply. In the event of any conflict between this DPA and the General Terms and Conditions, this DPA shall take precedence.

2. PURPOSE OF THESE TERMS

With this DPA, the Parties agree on the processing of the personal data relating to or collected by the Customer in connection to the Services (“**Personal Data**”) to provide Services to the Customer based on the Agreement. The Customer shall act as a Data Controller to the extent the data processed in connection with the Services contains Personal Data. Smartvatten shall act as a Data Processor.

3. DEFINITIONS

Data Controller shall have the meaning defined in the Data Protection Regulation.

Data Processor shall have the meaning defined in the Data Protection Regulation.

Data Protection Regulation means any applicable EU and national data protection legislation as amended from time to time including but not limited to the national implementations of EU Data Protection Directive (95/46/EC) to be replaced after 25 May 2018 with the General Data Protection Regulation (“GDPR”) (2016/679/EU) and the instructions and binding orders of the data protection authorities.

Personal Data means any information relating to an identified or identifiable natural person or to any other personal data referred to in Data Protection Regulation.

4. RESPONSIBILITIES OF THE CUSTOMER

The Customer shall process Personal Data in compliance with the Data Protection Regulation.

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The Customer shall be entitled to give documented instructions to Smartvatten on the processing of Personal Data, provided that such instructions are lawful, reasonable, technically feasible, and relate solely to the processing described in the Agreement. Such instructions shall be binding on Smartvatten. The Customer shall inform Smartvatten of any new instructions or amendments to existing instructions in writing and with reasonable prior notice. Smartvatten may refuse to follow any instruction that, in its reasonable opinion, is technically infeasible, disproportionately costly, or falls outside the scope of the Services.

The Customer shall be responsible for ensuring that it has the right to provide the Personal Data to Smartvatten and that Smartvatten is entitled to process the Personal Data provided to it under the Agreement by Customer and its partners and their employees.

The Customer shall be responsible especially for providing information on processing of Personal Data to its employees and other data subjects as required by Data Protection Regulation.

5. RESPONSIBILITIES OF SMARTVATTEN

Smartvatten shall not process or otherwise utilize the Personal Data it processes on the basis of the Agreement for purposes and extent other than the purposes of the Agreement.

Smartvatten shall:

- i. process Personal Data lawfully, carefully and according to good data protection practices and also otherwise act in a manner so that the data subject's privacy and other basic rights protecting privacy are not limited without legal grounds;
- ii. process Personal Data only on and as per the documented instructions from the Customer unless required to deviate from such instructions in order to comply with applicable Data Protection Regulation which Smartvatten is subject. In such case, Smartvatten shall inform the Customer of such requirement before processing of the Personal Data, unless applicable Data Protection Regulation prohibits such notification. Smartvatten shall not be liable for any failure to comply with the Customer's instructions to the extent that compliance would conflict with applicable law;
- iii. taking into account the nature of processing and the information available to Smartvatten, assist the Customer by appropriate technical and organizational measures, insofar as this is reasonably possible, in Customer's obligation to respond to requests for exercising the data subject's rights. Smartvatten

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- retains the right to charge the Customer for all reasonable costs incurred in providing such assistance;
- iv. inform the Customer without delay if, in its opinion, the Customer's instructions infringe the Data Protection Regulation;
 - v. taking into account the nature of processing and the information available to Smartvatten, assist the Customer in ensuring compliance with its legal obligations, such as data security, data breach notification, data protection impact assessment and prior consultation obligations, as required from the Customer by the Data Protection Regulation. Smartvatten shall be entitled to charge the Customer for all reasonable costs incurred in providing such assistance;
 - vi. make available to the Customer all information necessary to demonstrate compliance with the Customer's obligations set out in this DPA and in the Data Protection Regulation, and allow for and contribute to audits, including inspections, conducted by the Customer as set forth in Section 10 of this DPA;
 - vii. ensure that persons authorized to perform the processing hereunder have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

In case data subjects, governmental authorities or supervisory authorities make a request for information, Smartvatten shall without undue delay inform the Customer about such request.

6. DATA SECURITY

Smartvatten shall implement appropriate technical and organizational measures to protect the Personal Data, taking into account: the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data transmitted, stored or otherwise processed.

7. SMARTVATTEN'S SUB-PROCESSORS

By entering into the Agreement, the Customer authorises Smartvatten to engage sub-processors to process Personal Data on Smartvatten's behalf for the purposes of the Agreement, subject to this Section.

Smartvatten maintains an up-to-date list of its sub-processors (the "Sub-processor List"), available at Smartvatten.com, and may update it from time to time. Smartvatten may appoint, replace, or remove sub-processors at any time. Smartvatten shall notify the Customer without undue delay following the

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appointment of any new sub-processor or the replacement of an existing sub-processor, and provide information reasonably necessary for the Customer to assess the change. Each appointment or replacement shall take effect upon or, where operationally required, before notice to the Customer.

If the Customer has reasonable, documented grounds relating to data protection for objecting to a new or replacement sub-processor, the Customer may notify Smartvatten in writing within thirty (30) days of receipt of the notice. The Parties shall discuss the objection in good faith and seek to resolve the matter within a reasonable period. If no resolution is reached, the Customer's sole and exclusive remedy shall be to terminate the part of the Services that cannot be provided without the objected-to sub-processor, by written notice to Smartvatten and without penalty.

The appointment or replacement of the sub-processor shall remain effective during the objection and resolution process unless otherwise required by applicable law.

Smartvatten shall be liable for the acts and omissions of its sub-processors to the same extent as for its own acts and omissions under this DPA, subject to the limitations of liability set out herein and in the Agreement. Smartvatten shall impose on each sub-processor, by way of a written agreement, data protection obligations materially equivalent to those set out in this DPA.

8. TRANSFERS OF PERSONAL DATA

Smartvatten processes and stores Personal Data, and may transfer Personal Data to sub-processors, within the European Union and the European Economic Area.

Where the provision of the Services requires Personal Data to be transferred to, or accessed from, a country outside the EU/EEA that the European Commission has not recognised as providing an adequate level of data protection, Smartvatten shall ensure that the transfer is subject to appropriate safeguards under Chapter V of the GDPR, such as the European Commission's Standard Contractual Clauses or another lawfully recognised transfer mechanism, together with any supplementary measures reasonably required in the circumstances. By entering into the Agreement and this DPA, the Customer instructs Smartvatten to make such transfers on that basis.

Smartvatten shall make available to the Customer, upon request, the transfer mechanism applying to a given sub-processor referred to in the Sub-processor List.

This Section does not limit the Customer's right under Section "Smartvatten's sub-processors" above to receive notice of, and to object to, a new sub-processor located outside the EU/EEA.

9. DELETING AND RETURNING OF PERSONAL DATA

Upon termination or expiration of the Agreement and upon the Customer's written request, Smartvatten shall, according to the Customer's choice, either destroy all Personal Data processed on behalf of the Customer or return it to the Customer in a commonly used machine-readable form and delete all copies of it, unless the Data Protection Regulation requires Smartvatten to retain it.

If the Customer does not request Smartvatten to delete or return the Personal Data processed on the behalf of the Customer, Smartvatten shall retain the Personal Data processed on the behalf of the Customer for six (6) months after the expiry of the Agreement, after which Smartvatten shall delete all copies of it, unless the Data Protection Regulation requires Smartvatten to retain it.

10. AUDITING

The Customer shall be entitled to audit Smartvatten's performance of its obligations under the Agreement and this DPA and compliance with Data Protection Regulation ("**Audit**") no more than once in any twelve (12) month period, provided that the Audit is subject to reasonable and appropriate confidentiality undertakings. The Customer is entitled to use external auditors who are not competitors of Smartvatten to conduct such an Audit.

The Customer shall inform Smartvatten of the timing and other details relating to the conduct of such Audits at least thirty (30) days in advance, provided that a mandatory decision of the authorities does not prevent such notice. Audits shall be conducted during Smartvatten's normal business hours and in a manner that minimises disruption to Smartvatten's operations.

Nothing stated in this clause limits the right of audit of authorities supervising the Customer. These will be performed as instructed by the said authorities.

The Customer shall bear all costs for the Audits, and it shall compensate Smartvatten for all costs relating to the Audits.

11. PERSONAL DATA BREACH NOTIFICATION

Smartvatten shall without undue delay notify the Customer if it or one of its sub-processors becomes aware of a personal data breach or of breach of Data Protection Regulation relating to Customer's Personal Data ("Personal Data Breach").

Information shall be provided to the contact person named by the Customer, unless

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otherwise agreed. Smartvatten's notice shall include at least the following information, provided that Smartvatten has access to it:

- i. a description of the nature of the Personal Data Breach including, where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of data records concerned;
- ii. a description of the likely consequences of the Personal Data Breach and possible damages and consequences for data subjects;
- iii. a description of the measures taken or proposed to be taken by Smartvatten to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects and prevent Personal Data Breaches in the future; and
- iv. any other information relating to Personal Data Breach possibly requested by Customer.

Where, and in so far as, it is not possible to provide the information listed in this section at the same time, the information may be provided in phases without undue further delay.

Smartvatten assists Customer in reporting Personal Data Breaches to supervisory authorities and data subjects as instructed by the Customer. If the practices, instructions, and requirements mandated by the Customer create wider responsibilities to Smartvatten than what is set by Data Protection Regulation, Smartvatten is entitled to compensation for additional costs incurred.

12. AMENDMENTS TO THIS DPA

Smartvatten may update this DPA and the Sub-processor List from time to time to reflect changes in applicable law, regulatory guidance, transfer mechanisms, sub-processors, security measures, or the manner in which the Services are provided.

Smartvatten shall provide the Customer with prior notice of any material update to this DPA.

Updates relating to sub-processors, international transfer mechanisms, security measures, legal compliance requirements, or other changes that do not materially reduce the Customer's rights under this DPA shall become effective on the date specified in the notice.

13. LIABILITY

The liability of the Parties under this DPA shall be subject to the limitations set forth in paragraph 10 of the General Terms and Conditions.

14. DESCRIPTION OF PERSONAL DATA PROCESSING

A. Subject matter and duration of processing

Personal Data will be processed solely for the fulfilment of the Agreement.

Personal Data will be processed by Smartvatten for the duration of the Agreement and unless a longer period is agreed upon between the Parties of the Agreement e.g., for storage service or in order to transfer the Personal Data to third parties. This DPA is valid for the duration of any Agreement between the Parties involving the processing of personal data.

B. Nature and purpose of processing

Personal Data is processed for providing, supporting, securing, maintaining and improving the Services and fulfilling the Agreement.

C. Types of personal data being processed

Smartvatten processes the following types of Personal Data in connection with the Services:

- i. Name;
- ii. E-mail address;
- iii. Phone number and other contact information;
- iv. Address;
- v. Location / coordinates;
- vi. Water consumption patterns.

D. Categories of data subjects

Smartvatten processes the Personal Data about the following categories of data subjects on behalf of the Customer:

- i. Customer's employees and possible partners, such as property manager and its employees;
- ii. users of the web-based services and/or app, which may include tenants;
- iii. inhabitants / tenants of an apartment / a unit of the property.