

Terms and Conditions for Data Protection and the Processing of Personal Data

This attachment to the Contract serves as a processing agreement between the Customer and the Supplier in accordance with the EU's General Data Protection Regulation (EU)2016/679.

The Parties commit to comply with the mandatory provisions of the EU's General Data Protection Regulation and the Finnish Data Protection Act in all their activities. In addition, the Parties agree on the following general terms and conditions for data protection and the processing of personal Data.

1. Applicable terms when the Customer uses Platform Services other than Lemonsoft to store personal data (ON-PREM)

When the Customer stores the system databases provided by the Supplier in an environment other than Lemonsoft Platform Services, the Customer acts as the controller of personal data. The Supplier acts as a processor of personal data only in cases where the Customer discloses personal data to the Supplier as part of the implementation of support services.

The processing of personal data for support requests regarding the system provided by the Supplier takes place only at the Customer's separate request. In such cases, the Customer must ensure sufficient data security in the transfer of personal data to the Supplier. The Customer must transfer the data in electronic form as an attachment to the support request stored in the Supplier's customer support system.

If resolving the support request requires access to the customer's database or a copy of the database, the Customer's written permission must be obtained.

2. Applicable terms when the Customer uses Lemonsoft Platform Services to store personal data

When the Customer stores the system databases provided by the Supplier in Lemonsoft Platform Services, the Customer acts as the controller of personal data. The Supplier is the processor of personal data to the extent that the Customer uses the Lemonsoft system to store personal data.

The processing of personal data for support requests regarding the system provided by the Supplier occurs only at the Customer's separate request. The Customer must transfer the data in electronic form as an attachment to the support request stored in the Supplier's customer support system.

If resolving the support request requires access to the customer's database or a copy of the database, the Customer's written permission must be obtained.

3. Nature and purpose of processing personal data

The Supplier uses the Customer's personnel data to manage the relationship between the Supplier and the Customer for the following purposes, for example for the following purposes:

- Verifying the user-based invoicing of a system supplied by the Supplier
- Identifying a person in customer support and customer service situations
- Relaying information and carrying out marketing related to the use of the system provided by the Supplier, and other matters related to the customer relationship

The Supplier processes the data of personnel and other persons related to the Customer stored in the Supplier-supplied system used by the Customer only if the Customer specifically requests it. The use is always related to the implementation of customer support, such as the processing of a support request. When the Customer uses Lemonsoft Platform Services, the processing of personal data also means the storage of databases, backups and other maintenance activities.

4. Types of personal data and data subject categories

The Supplier collects and processes the data of Customers and contact persons, as well as the user data of Customer systems that the Supplier provides.

When a person starts using the system provided by the Supplier, a username is created for using the system. The data related to the username are the person's name, the username created for the person in the company, the person's work email address, and in some cases the person's work phone number, position in the company, tax number, date of birth and job description.

When the Customer uses Lemonsoft Platform Services, the Supplier acts as a processor of personal data with respect to the Customer's personnel and other persons related to the Customer, to the extent that the Customer has stored data in the system provided by the Supplier.

5. Location of personal data

The Supplier has the right to freely transfer the Customer's personal data within the European Union and the European Economic Area, as well as outside them, provided that the Supplier complies with the applicable data protection legislation.

If personal data is processed outside the European Union or the European Economic Area for any of Lemonsoft Corporation's software products or services, this will be announced for the service in question on the website www.lemonsoft.fi/sopimusehdot, along with the purpose of the data processing and the sub processor's own data protection documentation.

6. Data security

The Supplier has an information security management system in accordance with the ISO/IEC27001 standard, which ensures the implementation of information security. The Supplier stores personal data in information systems that are accessible to separately restricted persons and are in premises protected by physical security measures.

The Supplier uses systems protected by separate access rights for transfers of personal data, the technology of which prevents the viewing of data during transfer. Encrypted connections are used for data transfer, which are protected, for example, by SSL encryption.

The employment contracts concluded with the Supplier's personnel include a confidentiality clause regarding the processing of Customer data.

The Supplier undertakes to notify the Customer of any data security breaches without undue delay, however, no later than 48 hours after the breach is discovered. The notification must include the information required by Article 33 of the GDPR.

7. The customer's obligations as a data controller

For its part, the Customer must take sufficient care of the instructions, processes, monitoring of operations and data security related to the processing of personal data in its company. The Supplier does not monitor the processing of personal data and the transfer of data that the Customer carries out in its own business operations.

8. Information requests

The Supplier has the right to charge, in accordance with its service price list, for a service that deviates from its normal personal data processing processes, which is carried out in accordance with the written personal data processing instructions provided by the Customer.

The Supplier has the right to charge, in accordance with its service price list, for the working time spent responding to the Customer's information request.

9. Audits

The Customer or an auditor authorized by the Customer has the right to verify at its own expense that the Supplier complies with its obligations regarding the processing of personal data. If the Customer conducts information security testing of its own production environment, the Supplier must be notified of this in advance. The testing must not endanger the production of other customers or the Supplier. The Customer is liable for any damage caused by the testing.

The Supplier has the right to refuse to use a specific auditor only if the auditor conducts a business that directly competes with the Supplier, or the Supplier can objectively justify the lack of auditability. The Customer must be notified of the refusal in writing and an alternative auditor must be presented at the same time.

The Supplier has the right to charge the Customer for the costs incurred for the audit and the costs in accordance with its general service price list.

10. Subcontractors

The Supplier has the right to use subcontractors to process the Customer's personal data.

The Supplier's subcontractors referred to in the Data Protection Regulation are listed in the appendix to the Supplier's Privacy Policy by service.

The Supplier shall notify the Customer in writing of new subcontractors at least 30 days before their implementation. The Customer has the right to object to the use of a subcontractor for a justified reason before its implementation.

11. Erasing or returning personal data

The Supplier shall not delete the Customer's personal data during the contract period unless expressly requested by the Customer or in accordance with the Customer's instructions.

Upon termination or dissolution of the contract, the Supplier shall return to the Customer all personal data processed on behalf of the Customer in the agreed form and schedule and shall delete or anonymize all copies of the personal data from its own systems, backups and recordings 60 days after the termination of the contract.

The Supplier shall have the right to retain personal data or parts thereof only if necessary for the purposes of applicable legislation or official regulations. In such cases, the Supplier shall continue to ensure the protection of the data and shall process it only to meet the relevant requirements.

The Supplier shall document the deletion or return and, if necessary, provide the Customer with written confirmation of the completion of the action.

12. Liability

To the extent that the mandatory provisions of the EU General Data Protection Regulation and the Finnish Data Protection Act do not otherwise apply, the Supplier's liability for damages is limited in accordance with Section 7 of the Supplier's General Terms and Conditions. The limitation of liability does not apply to the Supplier's liability for damages caused by a violation of the EU General Data Protection Regulation or Finnish data protection legislation.

13. Obligation to assist

The Supplier undertakes to assist the Customer in carrying out impact assessments and in communicating with data protection authorities to the extent that the Supplier's information or participation is required in the processing.

Version history

Version	Date	Notes
1.0	1.8.2024	Versioning started
1.1	1.5.2025	Clarifications on several points
1.2	26.5.2025	Reference to website in section 5, clarified deletion of personal data in section 11