

SENSATIVE

DATA PROCESSING ADDENDUM ("DPA")

Rev B 2026-10-10

Sensative Data Processing Addendum

1. Scope, priority and parties.

This Data Processing Addendum ("DPA") applies to the Processing of Personal Data that Sensative AB ("Sensative") performs on Your behalf in the provision of Sensative products ("Products") and technical support, maintenance or consulting services ("Services"). The Products and Services are described in the Yggio End-User Licence Agreement or such other licence, service or partner agreement under which they are provided, including any Order (collectively, the "Agreement"). In the event of a conflict between the Agreement and this DPA, this DPA prevails as regards the Processing of Personal Data. In the event of a conflict between this DPA and EU Standard Contractual Clauses or a data processing agreement specifically negotiated between You and Sensative, those Standard Contractual Clauses or that agreement prevail.

This DPA is entered into between the customer ("You") and Sensative and is incorporated by reference into the Agreement. Where Sensative provides the Products and Services to a partner that makes them available to its own customers, "You" means that partner: the partner acts as Data Processor on behalf of its customer, Sensative acts as the partner's Sub-Processor, and the partner shall ensure that its agreement with its customer authorises the use of Sensative as Sub-Processor.

2. Roles of Data Controller and Data Processor.

For the purposes of this DPA, You are the Data Controller for the Personal Data processed by Sensative under the terms of the Agreement. You are responsible for complying with your obligations as a Data Controller under applicable Data Protection Legislation governing your provision of Personal Data to us for the performance of the Products and/or Services, including but not limited to obtaining any consents, providing required notices, determining the legal basis, and responding promptly to any requests from a data protection authority. Unless otherwise provided in the Agreement, You will not give us access to any personal data that imposes higher data protection requirements than those agreed in the Agreement and this DPA, and You will limit our access to personal data to the extent necessary for Your use of the Products and Services under the Agreement.

Sensative is the Data Processor and service provider in relation to such personal data, except when You are acting as a Data Processor of personal data, in which case we are a Sub-Processor.

Sensative acts as data controller only for Usage Data, meaning account, contact, licence-metering, billing and support-administration data relating to Your use of the Products, which Sensative processes for its own legitimate business purposes of administering the Agreement. Usage Data does not include Personal Data contained in the data that You or Your users store or process in the Products.

Each party shall comply with its respective obligations as a Data Controller and Data Processor under applicable Data Protection Legislation.

3. Definitions.

3.1 In addition to the terms defined in the running text, in this DPA, these definitions, whether used in the plural or singular, in definite or indefinite form, shall have the following meanings when they are given with an uppercase letter:

Processing

Any operation or set of operations with respect to Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Data Protection Legislation

Refers to all privacy and personal data legislation, as well as other laws and regulations applicable to the Processing that takes place under this DPA, including national and EU legislation such as the GDPR.

Data Controller

Any natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

Instruction

The documented instructions of the Data Controller set out in the Agreement, this DPA (including Annex 1), the Data Controller's configuration of the Products and any further written instructions agreed between the parties.

Log

Log is the result of logging.

Logging

Logging is a continuous collection of information about the Processing of Personal Data that is carried out in accordance with this DPA and that can be linked to an individual natural person.

Data Processor

Natural or legal person, public authority, agency or other body that Processes Personal Data on behalf of the Controller.

Personal Data

Any information relating to an identified or identifiable natural person, in which case an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or online identifiers or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity.

Data Subject

Natural person whose Personal Data is processed.

Third Country

A state that is not part of the European Union (EU) or is not a member of the European Economic Area (EEA).

Sub-Processor

A natural or legal person, public authority, institution or other body that, in its capacity as a subcontractor to the Data Processor, Processes Personal Data on behalf of the Data Controller.

GDPR

Regulation (EU) 2016/679 (General Data Protection Regulation).

Personal Data Breach

A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data processed under this DPA.

Supervisory Authority

An independent public authority responsible for monitoring the application of the GDPR, in Sweden the Swedish Authority for Privacy Protection (IMY).

4. Processing of personal data and specification.

4.1 You hereby appoint Sensative to carry out the Processing on Your behalf as stipulated in this DPA. The subject matter, duration, nature and purpose of the Processing, the types of Personal Data and the categories of Data Subjects are described in Annex 1.

4.2 The Data Processor may only carry out the Processing in accordance with the DPA and the Instructions in force from time to time.

4.3 Sensative shall immediately inform You if, in its opinion, an Instruction infringes the Data Protection Legislation, and may suspend the execution of that Instruction until You have confirmed or amended it.

5. Responsibilities of the Data Controller.

5.1 You are responsible for ensuring that there is a legal basis for the Processing at all times so that Sensative and any Sub-Processor can fulfil their assignment(s) under this DPA.

5.2 You decide what personal data You give us access and/or store in the Products and/or Services. The types of Personal Data are described in Annex 1 and may include:

- Directly identifying data such as first name, last name, date of birth and home address.
- Communication data such as home telephone number, mobile phone number, email address, postal address and fax number.
- Employment information such as employer, work address, work email and phone, job title, employee ID, system username, and password.
- Other data such as IP address, geo-locations, sensor data and/or control data.

- Other personal data that you give us access to in connection with the use of Sensative Products or Services.

5.3 The Data Controller shall, without undue delay, inform Sensative of changes in the Processing that affect Sensative obligations under the Data Protection Legislation.

5.4 The Data Controller is responsible for informing the Data Subjects about the Processing and for safeguarding the Data Subject's rights under the Data Protection Legislation and for taking any other measures that are the responsibility of the Data Controller under the Data Protection Legislation.

6. Sensative obligations as a Data Processor.

6.1 Sensative and all persons acting under its authority under this DPA, including Sub-Processors, will process personal data only for the purpose of performing the Products and/or Services in accordance with your written instructions set out in the Agreement, this DPA, your product configurations and in accordance with applicable Data Protection Legislation. Sensative may use data derived from the Processing to develop and improve its Products and Services only in anonymised or aggregated form from which no Data Subject can be identified.

We will not disclose personal information in response to a subpoena, judicial or administrative order, or other binding instrument (a "Demand") unless required to do so by law. We will promptly notify you of any Demand unless prohibited by law and provide you with reasonable assistance to facilitate your prompt response to the Demand. In the event of a merger, acquisition or other transfer of all or part of Sensative's business, Sensative may assign the Agreement and this DPA to the acquirer, which shall be bound by this DPA.

6.2 Sensative undertakes to take measures to protect the Personal Data against any kind of Processing that is not in accordance with the DPA, Instructions and Data Protection Legislation.

6.3 Sensative undertakes to ensure that all natural persons working under its management comply with the DPA and the Instructions and that the natural persons are informed of relevant legislation.

6.4 Taking into account the nature of the Processing, Sensative shall assist You by appropriate technical and organisational measures, insofar as possible, in fulfilling Your obligation to respond to requests from Data Subjects exercising their rights under Chapter III of the GDPR. Sensative shall forward to You without undue delay any such request it receives directly and shall not respond to it except on Your Instruction.

6.5 Taking into account the nature of the Processing and the information available to Sensative, Sensative shall assist You in ensuring compliance with Your obligations under Articles 32 to 36 of the GDPR, including data protection impact assessments and prior consultation with the Supervisory Authority. Assistance beyond making available the information that Sensative provides generally to its customers may be charged at Sensative's then-current Consulting Services rates.

7. Security measures.

7.1 Sensative shall take all appropriate technical and organizational security measures required by the Data Protection Legislation to prevent Personal Data Breaches, by ensuring that the Processing complies with the requirements of the General Data Protection Regulation and that the Data Subject's rights are protected.

7.2 Sensative shall continuously ensure that the technical and organizational security in connection with the Processing entails an appropriate level of confidentiality, integrity, availability and resilience.

7.3 Sensative shall, through access control systems, only grant access to the Personal Data to such natural persons who work under Sensative's direction and who need the access to be able to perform their duties.

7.4 Sensative undertakes to continuously Log access to the Personal Data in accordance with the DPA to the extent required by the Instruction. Logs shall be subject to the necessary safeguards, in accordance with Data Protection Legislation.

8. Confidentiality/professional secrecy.

8.1 Sensative and all natural persons working under Sensative's management must comply with both confidentiality and professional secrecy in the Processing. The personal data may not be used or disseminated for other purposes, either directly or indirectly, unless otherwise agreed.

8.2 Sensative shall ensure that all natural persons working under Sensative's direction, who participate in the Processing, are bound by a confidentiality agreement regarding the Processing. However, this is not required if they are already covered by a statutory duty of confidentiality that follows from law. Sensative also undertakes to ensure that there are confidentiality agreements with the Sub-Processor as well as confidentiality agreements between the Sub-Processor and all natural persons working under its management, who participate in the Processing.

8.3 Sensative shall promptly notify the Data Controller of any contacts with supervisory authorities regarding the Processing. Sensative is not entitled to represent the Data Controller or act on behalf of the Data Controller vis-à-vis supervisory authorities in matters relating to the Processing.

8.4 If the Data Subject, supervisory authority or third-party requests information from Sensative regarding the Processing, Sensative shall inform the Data Controller of the matter. Information about the Processing may not be disclosed to the Data Subject, supervisory authority or third party without the written consent of the Data Controller, unless it is stipulated by mandatory law that information must be provided. Sensative shall assist in the dissemination of the information that is covered by a consent or legal requirement.

9. Audit and supervision.

9.1 Sensative shall, without undue delay, as part of its guarantees, pursuant to Article 28(1) of the GDPR, be able to report at the request of the Data Controller what technical and organizational security measures are used in order for the Processing to comply with the requirements of the DPA and Article 28(3)(h) of the GDPR.

9.2 Sensative shall, at least once (1) a year, review the security of the Processing through a self-monitoring to ensure that the Processing complies with the DPA. The results of such self-monitoring shall be communicated to the Controller upon request.

9.3 Sensative shall provide the supervisory authority, or other authority that has the legal right to do so, the opportunity to carry out supervision in accordance with the authority's request in accordance with the legislation in force at any given time, even if such supervision would otherwise be in conflict with the provisions of the DPA.

9.4 Sensative shall ensure that the Data Controller has rights vis-à-vis the Sub-Processor that correspond to all of the Data Controller's rights vis-à-vis Sensative pursuant to Section 9 of the DPA.

9.5 In the event that the information You request from Sensative does not comply with Your obligations under applicable Data Protection Legislation, You may conduct an audit of our processing of your personal data up to once a year or as otherwise required by applicable Data Protection Legislation.

9.6 To request an audit, You must provide us with a detailed audit plan proposal three weeks in advance, and we will work with you in good faith to agree on a final written plan.

9.7 Audits shall be carried out at your expense, during regular working hours, without disrupting our operations and in accordance with our security rules and requirements.

9.8 Prior to any audit being conducted, we undertake to provide you with reasonably requested information and related evidence to comply with your audit obligations, and you undertake to review this information before conducting any independent audit. If any part of the requested scope of the audit is covered by an audit report issued to us by a qualified third-party auditor within the last twelve months, the parties agree that the scope of your audit shall be reduced accordingly.

9.9 You may use a third-party auditor with our consent, which shall not be unreasonably withheld. Prior to conducting any third-party audit, such auditor shall be required to sign an appropriate non-disclosure agreement with us. If the third party is your supervisory authority that is entitled under applicable law to audit us directly, we will cooperate with and provide reasonable assistance to the supervisory authority in accordance with applicable Data Protection Legislation.

9.10 You will provide us with a copy of any final report unless prohibited by applicable Data Protection Legislation, treat the results as confidential information in accordance with the terms of the Agreement (or any confidentiality agreement entered into between you and Sensative), and use it solely for the purpose of assessing our compliance with the terms of the Agreement, this DPA and applicable Data Protection Legislation.

10. Handling of corrections and deletions, etc.

10.1 In the event that the Data Controller has requested correction or deletion due to the Data Processor's incorrect Processing, Sensative shall take appropriate action without undue delay, no later than within thirty (30) days, from the time Sensative has received the required information from the Data Controller. When the Data Controller has requested deletion, Sensative may only carry out Processing of the Personal Data in question as part of the process of rectification or deletion.

10.2 If technical and organizational measures (e.g. upgrades or troubleshooting) are taken by Sensative in the Processing, which may affect the Processing, Sensative shall inform the Data Controller of this in writing in accordance with the provisions on notices in section 16. Where the measures constitute scheduled maintenance, the information shall be provided in accordance with the notice periods of Sensative’s Standard Service Level Agreement; otherwise it shall be provided as early as reasonably practicable.

11. **Personal data breaches.**

11.1 Sensative shall have the ability to restore the availability and access to the Personal Data in a reasonable time in the event of a physical or technical incident pursuant to Article 32.1.c of the GDPR.

11.2 Sensative undertakes, taking into account the nature of the Processing, and the information available to Sensative, to assist the Data Controller in fulfilling its obligations in the event of a Personal Data Breach regarding the Processing. Sensative shall, at the request of the Data Controller, also assist in investigating suspicions of any unauthorized Processing and/or access to the Personal Data.

11.3 In the event of a Personal Data Breach of which Sensative has become aware, Sensative shall notify the Data Controller of the incident in writing without undue delay and in any event within twenty-four (24) hours after becoming aware of it, providing the information available at that time. Sensative shall, taking into account the type of Processing and the information available to Sensative, provide the Data Controller with a written description of the Personal Data Breach in accordance with sections 11.4 and 11.5.

11.4 The description shall explain:

a. The nature of the personal data breach and, if possible, the categories and number of Data Subjects concerned, as well as the categories and number of personal data items concerned;

b. the likely consequences of the Personal Data Breach, and

c. measures taken or proposed and measures to mitigate the potential adverse effects of the Personal Data Breach.

11.5 If it is not possible for Sensative to provide the full description at the same time, according to section 11.3, the description may be provided in installments without undue further delay.

12. Sub-Processors.

12.1 You give Sensative a general authorisation to engage Sub-Processors. The Sub-Processors engaged at the date of this DPA and the available hosting options are listed in Annex 2.

12.2 Sensative undertakes to sign a written agreement with the Sub-Processor that regulates the Processing that the Sub-Processor performs on behalf of the Data Controller and to only engage Sub-Processors that provide sufficient guarantees. The Sub-Processor shall implement appropriate technical and organizational measures so that the Processing complies with the requirements of the Data Protection Legislation. With respect to data protection, that agreement shall impose on the Sub-Processor the same obligations as are imposed on Sensative in this DPA.

12.3 Sensative is fully responsible for the Sub-Processor's Processing towards the Data Controller.

12.4 Sensative has the right to engage new sub-processors and replace existing Sub-Processors.

12.5 When Sensative intends to engage a new or replace an existing Sub-Processor, Sensative shall ensure the Sub-Processor's capacity and ability to fulfil its obligations. Sensative shall notify You in writing, at least thirty (30) days in advance, of

a. the Sub-Processor's name, corporate identity number and registered office (address and country);

b. the type of data and categories of Data Subjects that are processed, and

c. where the Personal Data is to be processed.

12.6 You may object to the engagement of a new Sub-Processor on reasonable data protection grounds within thirty (30) days of the notification under section 12.5. If the parties cannot agree on a solution, You may terminate the affected Order with effect from the date on which the new Sub-Processor begins Processing, and section 15 applies to the return and deletion of Personal Data.

12.7 Sensative shall at all times maintain a correct and updated list of the Sub-Processors engaged for the Processing of Personal Data on behalf of the Data Controller and make this list available to the Data Controller. The list shall in particular state in which country the Sub-Processor processes the Personal Data and the types of Processing that the Sub-Processor performs.

12.8 When Sensative ceases to use a Sub-Processor, the Data Processor shall notify the Data Controller in writing thereof. Sensative shall, when an agreement is terminated, ensure that the Sub-Processor deletes or returns the Personal Data.

13. Location and transfer of personal data to third countries

13.1 Personal Data is processed and stored at the location of the hosting option applicable to You under Annex 2. For customers established in the EU/EEA, the United Kingdom or Switzerland, Personal Data shall be processed and stored within the EU/EEA unless otherwise agreed in the Order.

13.2 Sensative is only entitled to transfer Personal Data to Third Countries for Processing (e.g. service, support, maintenance, development, operation or similar processing) if You have previously approved such transfer in writing and issued Instructions for this purpose. Selection in the Order of a hosting option located outside the EU/EEA, as listed in Annex 2, constitutes such approval and Instruction.

13.3 Transfer to a Third Country under section 13.2 may only take place if it is in accordance with the Data Protection Legislation and meets the requirements for the Processing set out in this DPA and the Instructions, and is based on an adequacy decision, the EU Standard Contractual Clauses or another transfer mechanism under Chapter V of the GDPR.

14. Liability for damage in connection with processing.

14.1 In the case of compensation for damage in connection with Processing which, by established judgment or settlement, is to be paid to the Data Subject due to a breach of any provision of the DPA, Instructions and/or the applicable provision of the Data Protection Legislation, Article 82 of the GDPR shall apply.

14.2 Fines under Article 83 of the GDPR shall be borne by the party to the DPA to whom such fine has been imposed.

14.3 If either party becomes aware of a circumstance that may lead to damage to the other party, the party shall inform the other party of the circumstance without undue delay and actively work together with the other party to prevent and minimize such damage.

14.4 Each party's liability towards the other party under or in connection with this DPA, including recourse claims under Article 82(5) of the GDPR, is subject to the limitations and exclusions of liability in the Agreement. This does not limit either party's liability towards Data Subjects under Article 82 of the GDPR, and neither party shall be required to bear fines imposed on the other party under Article 83 of the GDPR.

15. Measures in the event of termination of the DPA.

15.1 Following termination or expiry of the Agreement, You may export Personal Data in accordance with the Agreement during thirty (30) days after the termination date. Thereafter Sensative shall, at Your choice, either delete, and certify to You that it has deleted, or return:

a. any Personal Data Processed on behalf of the Controller; and

b. all associated information such as Logs, Instructions, system solutions, descriptions and other documents obtained by Sensative through information exchange under the DPA.

15.2 In connection with return, Sensative shall also delete existing copies of Personal Data and associated information.

15.3 The obligation to delete or return Personal Data or associated information does not apply if the storage of the Personal Data or the information is required by Union law or relevant national law where Processing may be carried out under this DPA, and does not apply to backup copies, which are deleted in the ordinary course of Sensative's backup cycle and remain subject to this DPA until deleted.

15.4 If Personal Data or associated information is returned, it shall be done in a commonly used and standardised format, unless the parties have agreed on another format.

15.5 Until the data is deleted or returned, Sensative shall ensure compliance with the DPA.

15.6 Returns or deletions under this section 15 must be completed no later than sixty (60) calendar days from the date of termination of the Agreement, unless otherwise stated in the Instructions.

Processing of Personal Data that Sensative performs thereafter is to be regarded as unlawful Processing.

15.7 The provisions on confidentiality/professional secrecy in section 8 shall continue to apply even if the DPA otherwise ceases to apply.

16. Notices under this DPA and instructions.

16.1 Notices of the DPA and its administration, including termination, shall be sent by email or in any other manner agreed by the parties to each party's contact person for the DPA.

16.2 Notices of the parties' cooperation on data protection regarding the Processing shall be sent by email or in another manner agreed by the parties to each party's contact person for the parties' cooperation on data protection.

16.3 A notice shall be deemed to have reached the recipient no later than one (1) business day after the notice has been sent.

17. Responsibility for information about the parties and contact persons as well as contact details.

17.1 Each party is responsible for ensuring that its contact persons and contact details stated in the Order or otherwise notified are always up to date and accurate.

17.2 Any change of such information shall be notified to the other party in accordance with section 16.1.

18. Choice of law and disputes.

18.1 In the interpretation and application of the DPA, Swedish law applies, with the exception of the conflict of law rules. Disputes arising from this DPA shall be resolved in accordance with the dispute resolution provisions of the Agreement.

19. Contact.

You can contact Sensative's data protection contact through your contact person for the Agreement or at the address Data Protection, Sensative AB, Mobilvägen 10, 223 62 Lund, Sweden.

20. Terms.

This DPA is effective from the effective date of the Agreement and remains in force for as long as Sensative processes Personal Data on Your behalf. Termination of the Agreement does not relieve either party of its obligations under this DPA.

ANNEX 1 – DESCRIPTION OF THE PROCESSING

Subject matter and duration

Provision of the Yggio platform, hosting, maintenance, support and consulting services under the Agreement, for the term of the Agreement and the period for return and deletion of Personal Data under section 15.

Nature and purpose of the Processing

Collection of data from connected devices and systems, storage, structuring, analysis, visualisation, automation and transmission via the Yggio API and integrations, backup, technical support and troubleshooting, and deletion, for the purpose of providing the Products and Services to You in accordance with the Agreement and Your configuration of the Products.

Categories of Data Subjects

Your users of the Products (employees, contractors and other Authorised Users); Your customers, tenants, residents, visitors and other persons present in buildings, sites or areas where connected devices are installed; and other persons whose data is registered through connected devices or integrations configured by You.

Types of Personal Data

User account data (such as name, e-mail address, telephone number, username, role and authentication data); log and audit data (such as IP addresses, time stamps and user actions); and device, sensor and control data that can be linked to a natural person (such as presence, occupancy, positioning, access and consumption data relating to an individual dwelling or workplace). You shall not process special categories of personal data under Article 9 of the GDPR in the Products unless this has been expressly agreed in the Order.

Location of the Processing

As stated for the applicable hosting option in Annex 2.

ANNEX 2 – SUB-PROCESSORS AND HOSTING OPTIONS

The following Sub-Processors are engaged for the hosting and operation of the Products. Unless You request otherwise and this is agreed in the Order, hosting option 1 applies to customers established in the EU/EEA (including Norway), the United Kingdom and Switzerland, and hosting option 2 applies to customers established elsewhere.

1. Cleura AB, org. no. 556630-7806, Sweden – cloud hosting and infrastructure operation. Processing location: EU/EEA. Default for customers in the EU/EEA, the United Kingdom and Switzerland.

2. Amazon Web Services EMEA SARL, R.C.S. Luxembourg B186284, 38 Avenue John F. Kennedy, L-1855 Luxembourg – cloud hosting and infrastructure operation. Processing location: Canada. Default for customers established outside the EU/EEA, the United Kingdom and Switzerland; for other customers, used only where agreed in the Order. Transfers of Personal Data subject to the GDPR take place in accordance with section 13.

3. Other cloud service provider – where You so request and it is agreed in the Order, Sensative may host the Products with another cloud service provider. Such provider is engaged as a Sub-Processor in accordance with section 12 and, where it processes Personal Data outside the EU/EEA, section 13. Its name, corporate identity number, registered office and processing location are stated in the Order.

Third-party services that You connect to the Products using Your own account or credentials, such as a language model provider used by the Yggio AI assistant or Your own cloud, analytics or data platform, are engaged by You and are not Sub-Processors of Sensative. Transmission of data to such services takes place on Your Instruction, and their processing is governed by Your agreement with the provider.