CONTRACTOR/VENDOR AGREEMENT

THIS CONTRACTOR/VENDOR AGREEMENT (the "Agreement") is made this____ day of _____ 2020, between Episerver, Inc., a Delaware corporation with a principal place of business at 542A Amherst Street, Nashua, New Hampshire 03063 (the "Company"), and _____, with a principal address of _____ (the "Vendor"), and are individually referred to as a "Party" and collectively as the "Parties".

1.   Retention, Term and Payment.

a.   Retention of Vendor; Scope of Work. The Company retains Vendor to render services described in Exhibit A (the "Services"). The Services include all tasks necessary to complete the Services and reasonable requests of the Company relating to such Services. Time is of the essence for Vendor's performance under this Agreement. This Agreement shall not render the Vendor an employee, partner, agent, or joint venture with the Company. The Vendor is an independent contractor to the Company.

b.   Term. The term of this Agreement shall begin on the date it is signed by both Parties and end on the furthest most end date of a statement of work ("SOW") that references this Agreement unless earlier terminated in accordance with the provisions herein. This Agreement may be extended for additional Services as agreed to in writing by both Company and Vendor.

c.   Payment. Payment shall be made by the Company within sixty (60) days of receipt of a valid invoice for the Services performed. Vendor is responsible for the satisfactory completion of the Services. Upon termination of this Agreement, Vendor will submit a final invoice within fifteen (15) days of the termination date for all outstanding amounts due.   All invoices should be sent to purchasing@episerver,com. The Company is not responsible for withholding taxes. The Vendor shall have no claim against the Company for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits.

2.   Representations and Acknowledgments.

a.   Vendor represents and warrants it has full right and authority to enter into this Agreement and perform the Services under applicable law.   Vendor shall provide immediate written notice to Company if the Vendor is debarred or suspended or by any state of the federal government. Vendor further represents and warrants it shall perform the Services in a professional manner, using due care, skill, diligence and at a level equivalent to industry best standards and practices, it is not a party to any agreement that prohibits Vendor from entering into this Agreement or fully performing the Services; it will abide by the terms of Exhibit B; there is no outstanding, or threatened, litigation, arbitrated matter or other dispute to which Vendor is a party which would reasonably be expected to have a material adverse effect on Vendor's ability to fulfill its obligations herein; Vendor shall obtain and maintain in good standing all applicable permits and licenses required in connection with its obligations under this Agreement, the Services will conform with all descriptions and specifications provided to Company and they are true and accurate in all material respects; and the Services will not infringe upon the intellectual property rights of a third party.

b.   The Vendor will have access to trade secrets, inventions, innovations, processes, information, records files, records, documents, and specifications, owned, used or licensed by the Company including, without limitation, the Company's business and product processes, methods, personal information, intellectual property, personnel, Company lists, accounts and procedures and other information. The Vendor will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required for this engagement. The Vendor further agrees that it will not disclose its retention as a Vendor or the terms of this Agreement to any person without the prior written consent of the Company and shall preserve the confidential nature of the relationship to the Company and of the Services hereunder.

c.   The Vendor shall co-operate with Company in all matters relating to the Services and not do or omit to do anything which may cause Company to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and obtain and maintain, all necessary licences and consents and comply with all relevant legislation in relation to the Services. If the Services (in whole or in part) fail to meet any acceptance criteria or have not been delivered to Company's satisfaction then, the Vendor shall promptly re-perform or re-deliver the Services (in whole or in part) at no additional charge, even if Company delivered an acceptance notice to the Vendor.

3.   Insurance.

a.   While Vendor is performing Services for the Company (and for a period of one year thereafter), Vendor shall maintain the types and amounts of insurance listed below. Commercial General Liability policy shall be primary and non-contributory. Insurance carriers shall maintain a minimal financial strength rate of A and financial size category of VIII or higher as determined and rated by A.M. Best Licensee. Vendor shall name the Company as an additional insured and provide evidence to the Company of same. Vendor will assume any and all deductibles and the coverage shall not contain any special limitations on the scope of

protection afforded the Company.   If any of the above policies are cancelled or not renewed, Vendor must provide Company thirty (30) days' prior written notice.

Insurance	Required Amounts
Commercial General Liability	$1,000,000 each occurrence $1,000,000 personal/advertising injury $2,000,000 general aggregate $1,000,000 products-completed operations aggregate
Auto (covering owned, hired and non-owned autos)	$1,000,000 combined single limit
Workers Compensation	Statutory limits
Employers' Liability	$500,000 each accident $500,000 disease-each employee $500,000 disease-policy limit
Professional Liability Or Errors & Omissions	$5,000,000 per wrongful act $5,000,000 aggregate
Network Security and Privacy Liability Or Cyber (coverage must extend to include theft by employees and/or contractors)	$5,000,000 per claim $5,000,000 aggregate

4.   Termination.

a.   If there is a material breach of this Agreement by the Vendor, Company may terminate this Agreement with ten (10) days written notice of such breach. If Vendor fails to cure the breach to the satisfaction of Company within ten (10) days of Vendor's receipt of notice, then this Agreement shall terminate at the end of the ten (10) day notice period. Company may terminate this Agreement for any reason upon thirty (30) days written notice; and Company may immediately terminate the Agreement if (a) the Vendor breaches Section 2 or Section 5, the Vendor becomes insolvent, files a petition for bankruptcy, makes an assignment for the benefit of its creditors or has a receiver or other court officer appointed.

b.   This Agreement may be terminated by Vendor if there is a material breach of this Agreement by the Company. If Company fails to cure the breach within thirty (30) days of Company's receipt of notice, then this Agreement shall terminate at the end of the thirty (30) day notice period. Notwithstanding the foregoing Vendor shall complete all Company deliverables prior to the effective date of termination; and Vendor may terminate this Agreement immediately upon the delivery of written notice to the Company if the Company becomes insolvent, files a petition for bankruptcy, makes an assignment for the benefit of its creditors or has a receiver or other court officer appointed. Upon termination, Vendor shall be entitled to payment for all acceptable Services provided prior to the effective date of termination, less any costs, expenses, or damages that Company has incurred.

5.   Intellectual Property.

a.   Vendor does not have and shall not by virtue of this Agreement, acquire any title or proprietary rights whatsoever of any kind in or over any Company intellectual property or any data, or materials in whatever form or medium, provided to Vendor by Company or any improvements, updates, adaptations, modifications, custom code, derivations, additions, extensions or other changes to the intellectual property or data or materials ("Modification"). If Vendor creates any Modification to the intellectual property, data or materials, such modification shall be owned exclusively by Company. This Agreement does not authorize Vendor to use Company's name or any of its trademarks or those of its suppliers and/or licensors without Company's prior written approval.

b. Company is the exclusive owner throughout the world of all rights in and to the deliverables, (ii) Company has the unencumbered right to reproduce, re-use, alter, modify, edit, prepare derivative works based on, or to change, the deliverables as it sees fit and for any purpose. Vendor hereby irrevocably and unconditionally waives all moral rights, and hereby agrees not to make any claim against Company or any party authorized by Company related to the deliverables based on such moral or like rights.

c. If deliverables are copyrightable subject matter, they shall constitute "works made for hire", within the meaning of the US Copyright Act of 1976, as amended, and Company shall be deemed to be the "author" and owner of all such works and Vendor hereby expressly disclaims any interest in any of them. If the deliverables do not qualify as "works made for hire," then the deliverables, together with all rights therein, shall be deemed transferred and assigned, in perpetuity, to Company by this Agreement.

6. Liability.

a. UNDER NO CIRCUMSTANCES SHALL COMPANY HAVE ANY LIABILITY OF ANY KIND TO VENDOR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUES), PUNITIVE OR OTHER INDIRECT LOSSES OR DAMAGES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE) RESULTING FROM OR ARISING OUT OF (WHETHER DIRECTLY OR INDIRECTLY) ANY ACT OR OMISSION OF ANY KIND HEREUNDER, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL COMPANY'S AGGREGATE LIABILITY TO VENDOR FOR LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY COMPANY UNDER THIS AGREEMENT WITHIN THE LAST TWELVE (12) MONTHS.

b. Vendor shall indemnify, defend and hold Company harmless (including Company's affiliates, officers, directors, agents, representatives and employees) from any claim, allegation, liability, loss, expense or demand, including reasonable legal fees and costs and including without limitation third-party claims, upon notice of the claim, based on (a) any negligence or misconduct of Vendor's employees, contractors and/or agents (b) any statutory or regulatory penalty, fee or fine incurred by Company because of a violation of data privacy and protection laws or regulations; and (c) any infringement or violation of Episerver intellectual property (d) claims of intellectual property infringement, upon notice of the claim and (e) breach of Section 3.

7. Miscellaneous.

a. Vendor will comply, and will cause its personnel to comply, with (i) the requirements of the Equal Opportunity Clause including 41 CFR 60-300.5(a) which prohibits discrimination against qualified protected veterans, and requires affirmative action to employ and advance in employment qualified protected veterans; and 41 CFR 60-741.5(a) which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action to employ and advance in employment qualified individuals with disabilities; and (ii) the Foreign Corrupt Practices Act.

b. Vendor will abide by (i) Company's (and its Customer's if applicable) security, work place, privacy and any other policies as it relates to the Services.

c. Vendor shall maintain qualified, experienced, neat appearing personnel to provide the Services. Vendor will perform and agrees to background checks on Vendor, Vendor employees or agents providing the Services, directly or indirectly. Such background checks will be industry standard and consist of employment history, professional references, criminal check, educational verification and substance abuse testing for commonly abused drugs.

d. During employment and for a period of twelve (12) months thereafter, Vendor shall not, without the prior written consent of the Company, directly or indirectly, in any capacity, engage in any activity, providing any products, services or processes like or related to any products, services or processes provided or offered by the Company or which relates to the Company's business. Vendor will not, directly or indirectly through the actions of any other person or entity, whether for Vendor own benefit or for that of another person or entity: solicit, divert or take away, or attempt to solicit, divert or take away, any individual who, on or at any time following the date hereof, is an employee or independent contractor to the Company; or take any action (or advise or assist any person or entity to take any action) that would impair the goodwill of the Company, including but not limited to actions that would interfere with or damage Vendor's relationships with its employees, customers, agents, programmers, designers, directors, clients, contractor, licensees or creditors.

e. The Services are of a special, unique, and extraordinary character, the loss of which cannot be reasonably or adequately compensated by damages, and breach of this Agreement will cause the Company irreparable injury and damage. The Company is entitled to injunctive and other equitable relief if, or to prevent, Vendor's breach of this Agreement. Equitable relief, shall not be construed to be a waiver of any other rights or remedies the Company may have for damages. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

f. All notices shall be in writing and deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to Company, attn: finance and to Vendor at the addresses shown above, or at such other address or addresses as either Party shall designate to the other.

g. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to its conflict of law provisions.   Each Party expressly agree to submit to the exclusive jurisdiction of such courts for the purposes of resolving any dispute between the Parties and waive all objections to venue in such courts.

h. This Agreement shall be binding upon,and inure to the benefit of the Company's successors and assigns, including any corporation with which the Company may be merged or succeed to its assets or business, provided, the Vendor may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of Company.

i. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

j. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. By signing this Agreement, the Parties to this Agreement acknowledge they have read and understand this Agreement. Each Party acknowledges that it has had the opportunity to have the Agreement reviewed by independent legal counsel prior to signing the Agreement, and each Party's decision whether to sign this Agreement is its own voluntary decision. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

k. Entire Agreement, No Third Party Reliance. This Agreement, together with the exhibits attached hereto, contains the entire agreement among the Parties regarding the subject matter and supersedes all other written or oral understandings. This Agreement is for the sole benefit of Vendor and the Company and no other party shall be deemed to be third party beneficiaries thereunder.

IN WITNESS WHEREOF, the Parties, hereto have executed this Agreement made effective as of the date set forth above.

EPISERVER   VENDOR

By:_____   By: _____

Print Name:_____   Print Name: _____

Title:_____   Title: _____

Date and place:_____   Date and place: _____

Exhibit A

Scope of Work ("SOW")

{Insert Here or Separate SOW Should Reference Vendor/Supplier Agreement}

EXHIBIT B – Episerver Data Processing Agreement

EPISERVER VENDOR DATA PROCESSING AGREEMENT

THIS EPISERVER VENDOR DATA PROCESSING AGREEMENT (the "Agreement") is made and entered into between the Episerver entity that signs below, namely Episerver AB/Inc. ("Episerver")("data exporter") and _____

("Vendor")('data importer'), contact details for both are in Schedule A. Episerver and Vendor are individually referred to as a "Party" and collectively as the "Parties".

The date of signature by Episerver to this Agreement shall be deemed the effective date ("Effective Date").

Agreed by the Parties on the Effective Date.

1.   APPLICABILITY

This Data Processing Agreement shall apply to the extent Episerver Group, hereafter defined, is acting as Data Controller of Personal Data relating to the Services and where Vendor is acting as Data Processor of the same during the term of the underlying Agreement.

2.   DEFINITIONS

a.   "Episerver Data" means all information and data (i.e. Personal Data, information about Episerver and Episerver Affiliate's business, Episerver's customers etc.) that Episerver or any third party, on behalf of Episerver, makes available to the Vendor and the result of the Vendor's processing of such data under the Agreement or otherwise while using the Services.

b.   "Episerver Group" means all and any Episerver-related entity (including, but not limited to Episerver AB, Episerver Inc., Episerver GmbH, Episerver UK Ltd., Episerver Pty Ltd, Episerver Research and Development Ltd., and BV Networks).

c.   "Data Protection Laws" means all laws and regulations, including laws and regulations of the European Union ("EU"), the European Economic Area ("EEA") and their member states, Switzerland, and the United Kingdom, applicable to the processing of Personal Data.

d.   "Intellectual Property Rights" or "IPR" shall mean any patent, registered design, copyright, design right, database right, topography right, trade mark, service mark, the right to apply to register any of the aforementioned rights, trade secret, right in un-patented know-how and any other intellectual or industrial property right.

e.   "Personal Data" shall mean personal data as defined in the applicable Data Protection Laws. Episerver Data may constitute Personal Data.

f.   "Sub-Processor" is a third-party data processor engaged by Vendor who has or potentially will have access to or process Episerver Data.

3.   INFORMATION SECURITY

a.   Vendor shall perform its obligations in accordance with security measures and requirements as agreed in the Agreement and updated Episerver Vendor Requirements.

b.   Vendor shall implement appropriate technical and organizational measures to protect Episerver Data that is processed to minimize the risk for disclosure, erasure or alteration of such Episerver Data.

c.   The technical and organisational measures shall ensure a level of security appropriate to the risk, including but not limited to:

i.   the pseudonymisation and encryption of Episerver Data;

ii.   protection of Episerver Data by access control and logging;

iii.   the ability to ensure the ongoing confidentiality, integrity, availability and resilience of systems and services processing Episerver Data;

iv.   the ability to restore the availability and access to data in a timely manner in the event of a physical or technical incident; and

v.   a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

d.   Vendor shall ensure the redundancy and availability of data created, processed, stored and accessed in the Services, including assurance against any unwanted destruction of data.

e.   Vendor shall be obliged to immediately notify Episerver in case of unauthorized access or unlawful access to Episerver Data or any other data breach which affects Episerver Group or Episerver Data. Vendor will promptly respond to requests for information from Episerver

related to any actual or suspected security breaches. Vendor agrees to comply with the reasonable instructions of Episerver or a customer (if applicable) to return, store, correct or securely destroy all copies, whether in written, electronic or other form or media.

f. Vendor shall have in place and regularly test and update routines and processes for data recovery and disaster recovery to ensure that recovery times for the Services and access to Episerver Data is minimized.

g. Vendor shall establish and maintain an information security program that is compliant with applicable legal and regulatory requirements that is designed to ensure the security and confidentiality of Episerver Data and to protect it from unauthorized use, access, disclosure, alteration or destruction. Vendor will periodically report on the effectiveness of such program. information security assessments ("**ISA**") of Vendor and of Vendor's practices and procedures. ISAs may consist of: (a) security questionnaires requiring responses from Vendor or its personnel, (b) visits to locations where (or from where) Episerver Confidential Information may be stored, processed, administered or otherwise accessed, and (c) review of all records and files in Vendor's possession relating to the purposes above. Episerver will endeavor to have ISAs conducted in a manner that does not unreasonably interfere with Vendor's business operations. Should the findings of an ISA disclose or indicate security problems or concerns, Episerver will detail all findings in a notice to Vendor, and work with Vendor to identify means for correcting the problems and addressing the concerns to Episerver's reasonable satisfaction. Vendor's failure to correct the problems or adequately address the concerns expeditiously will constitute a material breach of the Agreement.

h. Vendor agrees to abide by (i) Episerver's security and privacy policies as it relates to the Services provided, (ii) Companies work place policies and procedures in effect for any facility of Episerver or its affiliates where Services are provided, (iii) policies, procedures and guidelines, and (iv) any other Episerver policies which are applicable to the Services.

4. REGULATORY REQUIREMENTS

a. Parties shall, at its own cost, procure all necessary permits, licenses or authorizations from competent authorities in order to perform each Party's obligations under the Agreement.

b. Countries Episerver Group currently conducts business:

i. Norway, Finland, Sweden, UK, US, UAE, Germany, Denmark, South Africa, Netherlands, Switzerland, Vietnam, Poland, Australia, Singapore, Spain

c. Vendor shall, and shall ensure that its employees, agents, contractors, sub-contractors and Sub-Processors as well as their Services comply with all applicable laws, including Data Protection Laws and applicable regulatory requirements.

d. Vendor shall, and shall ensure that its employees, agents, contractors, sub-contractors and Sub-Processors shall, taking into account the nature of the processing and the information available to the Processor, assist Episerver in ensuring compliance with its obligations under Data Protection Laws 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 the Data Subjects, which also shall include assisting with any Data Protection Impact Assessments and prior consultations conducted by Episerver in accordance with Data Protection Laws.

5. AUDIT

a. Vendor shall allow audit by Episerver, Episerver Affiliates or by Episerver appointed third party to the extent such audit is necessary to assure Episerver that Vendor is fulfilling agreed security measures and other obligations under the Agreement, where Episerver is responsible for third-party costs and any Episerver time and material costs for non-standard audit assistance. For avoidance of doubt, non-standard audit assistance shall mean any tasks either not necessary to complete an audit, or any non-industry standard requests. As an alternative, the Vendor can provide third party objective audit reports ensuring fulfilment of such requirement.

6. ADDITIONAL CONFIDENTIALITY

a. The Vendor undertakes not to disclose to any third party any information that comes to the Vendor's knowledge under the scope of the Services, with regard to Episerver Group's business or operations, Episerver Data, Personal Data or information concerning any third party, e.g. Episerver Group's companies. The same applies for the disclosure of such information to any unauthorized person within the Vendor's organization. The Vendor further undertakes to ensure that employees or other engaged persons or Sub-Processors and Sub-Processor's employees do not disclose such information to any third party. The Vendor is also responsible for that only persons necessary for the fulfilment of the Vendor's obligations under the Agreement are provided with such confidential information on a need to know basis and otherwise in accordance with this Section 6.

b. Vendor shall ensure that in each case, processing and access to Personal Data is strictly limited to employees, agents and contractors, as authorised by Vendor and who need to process or access the relevant Personal Data, as is strictly necessary to perform the Services in the context of that person's duties to the Vendor (the "Authorised Personnel").

c. Vendor shall ensure that any Authorised Personnel:

have entered into an appropriate confidentiality agreement with Vendor or are otherwise subject to a statutory obligation of confidentiality regarding the Personal Data;

are informed of the confidential nature of the Personal Data;

are subject to appropriate user authentication and log on processes when accessing Personal Data;

have undertaken, and shall continue to receive, appropriate and regular training in relation to Data Protection Laws;

d. The Vendor may only access or use Episerver Data as required for the fulfilment of the Services, according to Episerver's instructions and in accordance with any Data Protection Laws.

e. Logging of information on the usage of the Services as well as Episerver Data shall be limited and only made if required to provide the Services during the term of the Agreement.

7. RECORD KEEPING

a. Vendor shall supply to Episerver all of the information set out in Schedule B in order for Episerver to retain a record of the data processing activities.

b. Vendor shall notify Episerver prior to the implementation of any changes to its data processing activities and carry out any necessary Data Protection Impact Assessments.

c. Vendor shall maintain its own records of its data processing activities relating to the Services, in accordance with Data Protection Laws and shall make these records available to Episerver on request in a timely manner. Episerver shall be permitted to disclose such records to its professional advisors and applicable regulators.

8. USE, ACCESS TO AND RETURN OF EPISERVER DATA

a. Episerver and relevant Episerver Affiliates shall at all times be entitled to have full access to any and all Episerver Data and at all times be entitled to export or retrieve Episerver Data to Episerver, Episerver Affiliate or to a third-party Vendor designated by Episerver. Upon Episerver's request at any time, the Vendor shall, without undue delay, provide access to and/or at Episerver's sole discretion deliver all Episerver Data to Episerver or Episerver Affiliate in a format reasonably requested by Episerver.

b. Upon Episerver's request at any time, the Vendor shall without undue delay permanently delete Episerver Data. The Vendor shall certify in writing that all originals and copies of such Episerver Data in its possession or control have been returned to Episerver and that no such Episerver Data is retained by Vendor. Upon expiration or termination of the Agreement, the Vendor shall deliver all Episerver Data to Episerver or Episerver Affiliate in a format reasonably requested by Episerver. Unless otherwise requested by Episerver, Vendor shall not retain any copies of Episerver Data. The Vendor shall certify in writing that all originals and copies of such Episerver Data in its possession or control have been returned to Episerver and that no such Episerver Data is retained by Vendor.

c. Upon the completion of the Vendor's processing of Personal Data in respect of which Episerver or relevant Episerver Affiliate is the controller of Personal Data, in accordance with the Agreement, the Personal Data shall either, as determined by Episerver in its sole discretion, be returned to Episerver or relevant Episerver Affiliate or erased. In the event the Agreement does not specify the fate of the Personal Data, such shall be returned to Episerver. Upon request by Episerver, Vendor shall provide a written confirmation of the measures taken regarding the Personal Data upon the completion of the processing.

9. PERSONAL DATA

a. Vendor shall, and shall ensure that its employees, agents, contractors, sub-contractors and Sub-Processors shall, only process Personal Data in accordance with the Agreement and instructions from Episerver or the relevant Episerver Affiliate, which may be changed by Episerver over time.

b. Episerver's supervision of the processing –

i. Where a person or the Swedish Data Inspection Board (or its equivalent in other countries) or any other third party is requesting access to Personal Data from Vendor, Vendor shall refer to Episerver. Vendor is not allowed to disclose Personal Data or any other information regarding the processing of Personal Data without Episerver's previous consent in writing, unless Vendor is obliged by mandatory law to disclose such information. In the latter case, Vendor shall immediately notify Episerver thereof.

ii. To the extent Episerver, in its use of the Services, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws, the Vendor shall comply with any request by Episerver to facilitate such actions to the extent the Vendor is legally permitted to do so.

iii. Vendor acknowledges that Episerver may, at its sole discretion, continually assess the data processing contemplated by this Agreement against Data Protection Laws, whereupon notice from Episerver, Vendor shall promptly resolve all Data Protection and security issues identified by Episerver as a breach or potential breach of Data Protection Laws or of Episerver's obligations under this Agreement.

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iv. Each of the Parties acknowledges and agrees that Schedule B attached hereto and the technical and organization measures provided by Vendor to Episerver is an accurate description of the processing being carried out under the Agreement, including in relation to: (a) the subject matter, duration, nature and purpose of the processing; (b) the type of Personal Data being Processed; and (c) the categories of Data Subjects.

c. Data Subject Rights

i. Vendor shall notify Episerver within two (2) working days if it receives: (a) from a Data Subject an actual or purported request exercising a Data Subject's rights (whether by the Data Subject or on its behalf) in accordance with Data Protection Laws, including any one of: a request to access their Personal Data, rectify any inaccurate Personal data, have Personal Data erased, restrict the processing of their Personal Data, obtain a portable copy of Personal Data or to transfer such a copy to a third party; an objection to any processing of their Personal Data, or any other request, complaint or communication relating to Episerver's obligations under Data Protection Laws from a Data Subject (a "Data Subject Request"); or (b) requests, correspondence or communications (whether written or verbal) from a Regulator ("Regulator Correspondence").

ii. Vendor shall, without undue delay, provide Episerver with full details of any Data Subject Request or Regulator Correspondence and reasonable details of the circumstances giving rise to it, including details of the relevant Personal Data or other information reasonably requested by Episerver, which Episerver shall be permitted to disclose to its professional advisors and applicable Regulators.

iii. The Vendor shall provide all reasonable co-operation to allow Episerver to investigate any such Data Subject Request or Regulator Correspondence and, taking into consideration the nature of the processing, Vendor shall assist Episerver by appropriate technical and organisation measures, insofar as is possible, to enable Episerver to fulfil its obligations to respond to such Data Subject Request or Regulator Correspondence.

iv. The Vendor shall not fulfil or respond to any Data Subject Request without first consulting with Episerver and obtaining appropriate instructions regarding such Data Subject Request or Regulator Correspondence and shall respond within fifteen days if Episerver requires assistance to fulfil the Data Subject Request.

v. Vendor shall, and ensure that its authorised Sub-Processors shall, have in place appropriate technical and organisational measures to enable:

The proper rectification of inaccurate Personal Data either (i) in accordance with such a request from the Data Subject; or (ii) as part of ongoing measures to ensure that Personal Data is routinely kept up to date and accurate;

the complete erasure, to the extent required by law, of a specified Data Subject's Personal Data;

the isolation or segregation, and restriction of processing of a specified Data Subject's Personal Data;

the ability for individual Data Subject's Personal Data to be transported to the Data Subject or a third party, in a recognisable and commonly used format.

d. Processing of Personal Data in certain jurisdictions

i. Vendor shall not itself allow Personal Data is transferred outside the European Economic Area (EEA) and shall not itself access to the Personal Data from such place without the prior written consent of Episerver. Further, Vendor shall always notify Episerver and obtain Episerver's prior written consent on any intended changes concerning the addition or replacement of Sub-Processors, including their location with regard to country. In the event there are several provinces/states with different governing laws within a country in which a Sub-Processor or is located, such province/state should be notified as well in order for Episerver to be able to properly assess whether applicable laws and regulations are complied with.

ii. Any authorisation by Episerver in accordance with the foregoing provision shall be subject to processor complying with relevant Data Protection Laws, including the implementation of the appropriate safeguards set out in Article 46.2 and 46.3 of the GDPR, into agreements with the applicable Sub-Processors (save where the European Commission has determined that the third country or international organisation ensures an adequate level of protection in accordance with Article 45 of the GDPR).

iii. In case such transfer or access shall be carried out, Vendor agrees to the terms of Schedule B, which incorporates the Standard Contractual Clauses ("SCC"). For the avoidance of doubt, nothing in this Agreement shall alter or modify the agreed SCC or affect any supervisory authority's or data subject's rights under the SCC. Vendor assumes all rights and obligations as 'data importer' and may terminate the SCC only if and when the Agreement expires or is terminated or if Sub-Processor offers alternative means to Episerver to meet requirements under applicable Data Protection Laws. Episerver assumes all rights and obligations as 'data exporter' and may terminate the SCC at Episerver's discretion by written notice to Vendor.

iv. In the event that the SCC are no longer sufficient to satisfy the requirements of Data Protection Laws applicable to the processing of Personal Data to legalize the transfer of Personal Data outside the EEA, the Vendor shall use any reasonable efforts to implement either an alternative transfer mechanism which satisfies the requirements of Data Protection Laws applicable to the processing of Personal Data in order to legalize the transfer of Personal Data outside the EEA or cease with such transfer. If Vendor fails to make available such alternative

transfer mechanism or change in the Services, Episerver may terminate the Agreement with immediate effect or with, by Episerver determined, reasonable notice.

v. For the avoidance of doubt, the requirement to ensure that the approved Sub-Processors enters into a DPA using the SCC does not relieve the Vendor from its obligations set out under in this Agreement or applicable DPA.

vi. Vendor agrees to the following:

(a) To process Personal Data only for the limited and specified purposes consistent with the consent provided by the individual;

(b) To provide at least the same level of protection for EEA Personal Data as is required by the Privacy Shield Principles (available at https://www.privacyshield.gov/EU-US-Framework);

(c) To notify Episerver immediately if Vendor determines it can no longer meet the obligation of Section 8(e)(v)(b) above; and

(d) Upon making the determination specified in Section 8(e)(v)(c) above, to cease processing EEA Personal Information or take other reasonable and appropriate steps to remediate unauthorized processing.

10. SUB-PROCESSING

a. Vendor shall not engage another party to process Personal Data on behalf of Episerver without prior written authorisation from Episerver, unless required to do so by Applicable Law, whereby Vendor shall notify Episerver of such a legal requirement prior to the processing, save where Vendor is legally prohibited from notifying Episerver. For the purposes of this provision, those Sub-Processors set out in the Data Protection Details Form of Schedule B shall be deemed to have been authorised by Episerver, save where Episerver notifies Vendor otherwise. Episerver retains the right to regularly review any Sub-Processors and withdraw authorisation at any time should Episerver reasonably believe that the Sub-Processor is not or may not continue to be compliant with Data Protection Laws.

b. Where the Vendor does engage another Sub-Processor in accordance with the foregoing provision, Vendor shall ensure that it has carried out appropriate due diligence on the Sub-Processor to ensure that it is capable of providing the level of protection to the processing as is required by Data Protection Laws and this Agreement. The Vendor shall ensure that, the Sub-Processor is engaged under data protection terms that are substantially the same as, but no less onerous than, the data protection terms set out in the DPA.

c. The Vendor shall remain fully liable for any failure by a Sub-Processor to fulfil its obligations in relation to the processing of Personal Data that is being Processed under, or in connection with, the Agreement.

11. GENERAL TERMS

a. Episerver is entitled to amend this Data Processing Agreement or relevant DPA if it is necessary to comply with requirements in Data Protection Laws. Such amendments enter into force at the latest thirty (30) days after Episerver has sent an amendment notice, or such other time period which Episerver or relevant Episerver Affiliate is obliged to adhere to according to Data Protection Laws or the applicable supervisory authority. In the event that Vendor declines to accept such amendment, Episerver is entitled to immediately terminate any and all agreements with Vendor under which Vendor is required to or may process Personal Data.

b. If any provision(s) of this DPA Agreement are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision.

EPISERVER _____ Vendor: _____

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____
Place: _____ Place: _____

Schedule A - Contact Information

Vendor Information

Vendor Name	
Vendor Street Address	
Vendor City	
Vendor State	
Vendor Country	
Vendor Zip Code	

Episerver Contact Information

Episerver Entity	Episerver AB
Episerver Principal Place of Business	Regeringsgatan 67, Box 7007, 103 86 Stockholm, Sverige

Episerver Entity	Episerver GmbH
Episerver Principal Place of Business	Wallstr. 16, Berlin, Deutschland

Episerver Entity	Episerver Inc.
Episerver Principal Place of Business	542A Amherst Street (Route 101A), Nashua, NH 03063, USA

SCHEDULE B TO THE DATA PROCESSING AGREEMENT

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection the data exporter and data importer each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b)   '*the data exporter*' means the controller who transfers the personal data;

(c)   *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   '*the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4.   The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)	that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)	that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)	that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)	that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)	that it will ensure compliance with the security measures;

(f)	that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)	to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)	to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)	that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)	that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a)	to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)	that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)	that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)	that it will promptly notify the data exporter about:

(i)	any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii)	any accidental or unauthorised access, and

(iii)	any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)	to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)	at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

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USA

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Box 7007
103 86 Stockholm, Sweden

+46 8 55 58 27 00
www.episerver.com
556208-3435

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(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1.   The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a)   to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b)   to refer the dispute to the courts in the Member State in which the data exporter is established.

2.   The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1.   The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2.   The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses[1]. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2.   The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3.   The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4.   The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1.   The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.   The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

EPISERVER _____   Vendor: _____

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Place: _____   Place: _____

---

[1]   This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Appendix 1 to the Standard Contractual Clauses

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

The data importer is (please specify briefly activities relevant to the transfer):

[To be completed by Vendor] {   }

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

- Past, present, and prospective employees of the data exporter,

- Past, present, and prospective partners of the data exporter, and their employees, partners, advisors, consultants, suppliers, contractors, subcontractors and agents;

- Past, present, and prospective customers of the data exporter, and their employees, partners, advisors, consultants, suppliers, contractors, subcontractors and agents;

Categories of data

The personal data transferred concern the following categories of data (please specify):

Personal data that data exporter uploads to data importer, typically including (please check all that apply)

- _ Contact details (including at least name, address, e-mail address, phone and fax contact details and associated local time zone information);

- _ IT systems information (including at least user ID and password, computer name, domain name, IP address, and software usage pattern tracking information i.e. cookies);

- _ The data subject's e-mail content and transmission data which is available on an incidental basis for the provision of information technology consultancy, support and services (incidental access may include accessing the content of e-mail communications and data relating to the sending, routing and delivery of e-mails);

- _ For each customer or partner of data exporter, financial details for at least one method of payment(e.g. credit card number, bank details, data required for other payment methods).

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

{   }

Processing operations

- The personal data transferred will be subject to the following basic processing activities (please specify):

[To be completed by Vendor] {   }

<u>Appendix 2 to the Standard Contractual Clauses</u>

Data importer may attach their technical and organisational security measures at the end of this document, detail them below, or accept Episerver provided Vendor technical and organizational measures at

https://www.episerver.com/49ead1/globalassets/assets-website-structure/legal/required-vendor-technical-and-organization-measures-20190613.pdf

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

{   }

Data Importer Information Security Overview

{   }

Data importer may attach their list of Sub_Processors at the end of this document or detail them below. If no list is provided, data importer cannot share information with any other entity.

Vendor provided list of subprocessors

{   }

Vendor provided Technical and Organizational Measures Document _____

Vendor provided list of Sub-Processors Document _____