

PLAYGAIN OY – NOVOGAIN AI

DATA PROCESSING AGREEMENT (“DPA”)

Version: 1.0 | **Effective:** 1 June 2025 | **Last updated:** 30 May 2025

1. Parties

This DPA is between **Playgain Oy**, Business ID 2679570-2, Rantakukantie 1 B 9, 90540 Oulu, Finland

(“**Supplier**”) and the entity identified in the Order Form (“**Customer**”).

2. Purpose & Scope

The Supplier provides the Novogain AI software-as-a-service platform for quality-of-working-life surveys and analytics (the “**Service**”). When delivering the Service the Supplier Processes personal data on behalf of the Customer. The Customer is the **controller**; the Supplier is the **processor** as those terms are defined in Regulation (EU) 2016/679 (“**GDPR**”).

If and to the extent the Customer is subject to the California Consumer Privacy Act (CCPA), Supplier acts as a “Service Provider” as defined under such law.

3. Description of Processing

Customer shall ensure that no special categories of personal data (as defined in Art. 9 GDPR) are submitted via the Service unless strictly necessary, legally justified, and subject to appropriate safeguards.

| Item | Details |
|---------------------------|---|
| Data subjects | Customer’s employees and contractors who take part in QWL surveys; Customer’s managerial users. |
| Categories of data | Name, corporate email, role, team, survey responses (may include free-text comments), usage logs (IP, device, browser). |
| Purpose | Deliver, support and improve the Service; generate reports for Customer. |
| Duration | Subscription Term plus 30 days export window. |

4. Supplier’s Core Obligations

- Process on documented instructions only.
- Confidentiality:** ensure authorized staff are bound by confidentiality.

3. **Security:** implement appropriate technical and organisational measures (ISO 27001-aligned; encryption in-transit & at-rest).
4. **Sub-processors:** use only those listed at this document and give 30 days' notice before adding or replacing a sub-processor.
5. **Data Subject requests & cooperation:** forward any request (access, erasure, etc.) to Customer without undue delay and assist Customer in fulfilling it.
6. **Personal-data breach:** Supplier shall notify the Customer of a Personal Data Breach without undue delay and, where feasible, within 48 hours of becoming aware. If Supplier believes that a Customer instruction infringes GDPR or other applicable data protection law, it shall promptly inform the Customer.
7. **Deletion or return:** within 30 days after the Subscription ends, delete or return all Personal Data unless EU or Member-State law requires storage.
8. **Assistance:** provide reasonable help with DPIAs and consultations required under GDPR Art. 35–36.
9. **Audit:** allow Customer (or independent auditor) to verify compliance once per contract year via (a) current ISO 27001 / SOC 2 report or (b) questionnaire; On-site audits may be requested not only when required by law but also in the event of reasonable indications of non-compliance or material security breach.

5. Customer Responsibilities

- Obtain all required notices and consents from Data Subjects.
- Provide lawful instructions and ensure data uploaded is limited to what is necessary.
- Keep login credentials and API keys secure.
- Customer shall only provide Personal Data to Supplier that is strictly necessary for the purposes of the Service.

6. Sub-processors

Customer **authorises** the sub-processors named on the Supplier's public list. If Customer objects (on reasonable privacy grounds) to a new sub-processor, the parties will discuss in good faith; If no solution is found within 30 days, Customer may terminate the affected part of the Service with 30 days' written notice and receive a pro-rata refund of unused prepaid fees.

7. International Transfers

Supplier stores all Personal Data in data-centres located in the European Economic Area. Supplier will not transfer Personal Data outside the EEA without:

- a) Customer's prior written consent, and
- b) an appropriate safeguard under Chapter V GDPR (e.g., EU Standard Contractual Clauses).

Supplier shall ensure that any authorized sub-processor transferring Personal Data outside the EEA enters into EU Standard Contractual Clauses or uses an alternative transfer mechanism approved by the European Commission.

8. Liability

The limitation-of-liability and indemnity clauses of the Master Subscription & Licence Agreement apply equally to this DPA.

9. Term & Termination

This DPA remains in force for as long as the Supplier Processes Personal Data on behalf of the Customer.

10. Governing Law

This is without prejudice to any data subject's right to lodge a complaint with a supervisory authority or bring a claim before a competent court under applicable data protection laws.

Finnish law applies; disputes are resolved by the District Court of Helsinki, unless the GDPR mandates jurisdiction elsewhere.