# Data processing agreement (DPA)

## 1. Background and purpose

This Data Processing Agreement ("DPA") governs the processing of personal data as part of the Content provided by Inspectio's customers using the web service Inspectio. All words and expressions used herein shall have the same meaning as defined in the Terms of Use.

The purpose of the Data Processing Agreement is to regulate rights and obligations in accordance with the Norwegian Act of 15 June 2018 No. 38 on the processing of personal data ("Personal Data Act") and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data ("GDPR").

When you, as a customer of Inspectio, upload Content containing personal data, you will be considered the data controller for any personal data in such content in accordance with data protection legislation. You or the company you register for are therefore referred to as the "Data Controller" hereinafter.

To the extent that there is personal data in the Content: (1) Inspectio will act as a data processor for the personal data in the Content; (2) the Data Controller will comply with its obligations as a data controller under the relevant data protection legislation; and (3) Inspectio will comply with its obligations as a data processor under these terms. The Data Processing Agreement applies only to the extent that Inspectio processes personal data as part of the Content. Other data in the Content that Inspectio may process is not regulated by these terms.

Inspectio will only process the personal data that the Data Controller provides Inspectio access to via the Inspectio web service, and concerning the types of individuals that the Data Controller provides to Inspectio.

The Data Controller shall ensure that there is a sufficient legal basis for the processing of personal data, including obtaining consent from the data subject to the extent required by applicable data protection regulations.

## 2. Inspectios general responsibility

Inspectio shall only process personal data to which it has access in fulfillment of its contractual obligations to the Data Controller. Inspectio is not authorized to disclose personal data to unauthorized third parties. Inspectio shall follow the procedures and instructions for processing personal data provided by the Data Controller, to the extent necessary to comply with applicable law. This includes, but is not limited to, instructions from the Data Controller as part of the use of the Inspectio service.

The Data Controller shall only provide Inspectio with instructions that comply with applicable law. Inspectio is obliged to inform the Data Controller if Inspectio believes that a given instruction is not in compliance with applicable law. In accordance with GDPR Article 28(h),

Inspectio will make all necessary information available to the Data Controller to demonstrate compliance with the obligations set out in said article and to allow and assist with audits, including inspections conducted by the Data Controller or another auditor appointed by the Data Controller. Upon request by the Data Controller, Inspectio is obliged to provide the Data Controller with necessary assistance to access the data processed on behalf of the Data Controller. Inspectio is bound by confidentiality regarding personal data to which it has access in accordance with the Data Processing Agreement. This obligation remains in effect even after the Agreement with the Data Controller has ended. Inspectio shall ensure that individuals authorized to process personal data on behalf of Inspectio are bound by confidentiality either by law or through agreement. Inspectio shall, to the extent possible and with appropriate technical and organizational measures considering the nature of the processing, assist the Data Controller in responding to registered requests for the fulfillment of data subjects' rights under applicable data protection law. Inspectio shall, to the extent relevant to the contractual relationship, based on the personal data available to them and the nature of the processing, assist the Data Controller in complying with information security requirements, requirements for notification to the Data Protection Authority and data subjects, as well as impact assessments according to Articles 32-36 of the GDPR. Inspectio shall comply with the requirements for security measures under the Personal Data Act and its regulations, including § 13-15 of the Personal Data Act and Article 32 of the GDPR. Any assistance provided by Inspectio that the Data Controller requires under this point 2 or equivalent legal provisions in data protection legislation shall be compensated at the applicable hourly rates agreed between the parties, or, if no hourly rate is agreed, at the prevailing rate for such services.

## 3. Geographic location of personal information

Inspectio is based in Norway and will primarily access your data from our regular business premises in Norway. Inspectio uses Sub-processors located outside of Norway and the EU/EEA, as listed in a later section. The Content may be accessible to our personnel in countries outside the EU/EEA and may be temporarily stored in a country where employees, Sub-processors, or its agents are located or have facilities, including countries outside the EU/EEA. If personal data is transferred outside the EU/EEA, we only use approved transfer mechanisms, such as the EU's approved Standard Contractual Clauses (SCC), in addition to additional security measures necessary to ensure an equivalent level of protection as within the EU/EEA.

## 4. Data editing and deletion

Through the services provided by Inspectio, the Data Controller will be given the opportunity to correct, block, export, and delete Content according to the functionality of the web service Inspectio and the Agreement. During the agreement period, Inspectio will make the Content available to the Data Controller in a manner consistent with the functionality of the web service Inspectio and in accordance with this Data Processing Agreement. To the extent that the Data Controller, in the use and administration of the web service Inspectio, is unable to change or delete Content (as prescribed by applicable personal data law), or transfer Content to another system or service provider, Inspectio will, at the Data Controller's expense and within reasonable limits, facilitate such measures to the extent Inspectio is permitted to do so and has reasonable access to the relevant Content. Content deleted by

the Data Controller shall be deleted by Inspectio within a reasonable time and no later than 3 months.

## 5. Agreement duration

The Data Processing Agreement applies between the parties if Inspectio processes personal data as a data processor on behalf of the Data Controller. In the event of a breach of the Data Processing Agreement or the Personal Data Act, the Data Controller may request that Inspectio immediately cease further processing of the data.

## 6. Cancellation

Upon termination of the Data Processing Agreement, Inspectio shall, following the instructions of the Data Controller, delete or destroy all documents, data, physical or digital containing personal data covered by this Data Processing Agreement.

The above applies only unless otherwise agreed explicitly between the parties or required by applicable law, such as an obligation to store data for specific purposes.

## 7. Breach of contract

In the event of a breach of the Data Processing Agreement, the regulations on compensation, liability, and limitation of liability Terms of Use of the service shall apply.

## 8. Sub-processors

Inspectio engages selected third-party service providers to support the operation and delivery of its services. Where these providers process personal data on behalf of Inspectio, appropriate data processing agreements are maintained, either directly or through the relevant contractual processing chain.

List of Sub-processors:

- Westcon Yards AS, ("**Westcon IT**"), IT infrastructure, hosting and data storage.
- Microsoft Ireland Operations, Ltd ("**Microsoft Azure**"), Storage of images, logos, and application services.
- Okta Inc. ("**Auth0**"), Identity platform used for user validation.
- Functional Software Inc. ("**Sentry**"), Used for error logging.

Inspectio shall only use Sub-processors to process personal data that has been approved by the Data Controller. The Data Controller hereby approves the appointment of the mentioned Sub-processors, the terms of service, or the privacy policy, and accepts that Inspectio may change its Sub-processors at its discretion. Such changes of Sub-processors shall be notified to the Data Controller by email and by updating these terms. The Data Controller may object to such an arrangement by giving written notice to Inspectio, and Inspectio may then choose to terminate the Data Processing Agreement by giving written notice to the Data Controller if the Data Controller does not accept the new Sub-processor. Anyone who, on behalf of Inspectio, performs tasks involving the processing of the relevant personal data shall be subject to the same obligations towards Inspectio, in accordance with this Data Processing Agreement.

## 9. Contact information

Inquiries regarding this Data Processing Agreement including copy of signed agreement can be directed to the Data Protection Officer at Inspectio via email: support@inspectio.no

Egil Brekke

*Signed for and on behalf of*
*Data Processor (Inspectio AS)*

Company name: **Inspectio AS**

Date: **02.11.2026**

Location: **Haugesund**

*Signed for and on behalf of*
*Data Controller (Customer)*

Company name:

Date:

Location: