

# Data Processing Agreement

AIR SUPPORT A/S  
Nimbusvej 9  
7190 Billund  
Company Registration (CVR) No.: 26 71 97 47  
("Data Processor")

To all AIR SUPPORT flight planning customers  
Attn: GDPR responsible  
("Data Controller")

(The Data Controller and the Data Processor hereinafter individually referred to as a "Party" and jointly the "Parties")  
have entered into the following Data Processing Agreement ("Agreement"):

## 1. Personal data and data processing

1.1 As part of the Data Processor's services to the Data Controller, the Data Processor will, on behalf of the Data Controller, process data relating to the following categories of registered individuals:

- Employees (hereinafter the "Individuals").

1.2 The Data Processor processes, on behalf of the Data Controller, the following categories of personal data (hereinafter "Personal Data") concerning the Individuals:

- Special categories of personal data: n/a
- General categories of personal data: Name, phone number, e-mail address
- Criminal record: n/a
- National identification no.: n/a

1.3 The Data Processor processes, on behalf of the Data Controller, the Personal Data for the following purposes:

- Flight Planning documentation production.

1.4 The Personal Data collected for the above purposes will be collected from the following sources:

- The data controller

1.5 The processing by the Data Processor, on behalf of the Data Controller, of the Personal Data includes the following activities:

- Providing remote service to the Data controller's users of PPS Flight Planning System
- Display of names and phone numbers on Flight Planning Documentation.
- Transmission of service messages and news messages

- 1.6 The Data Processor stores the Personal Data on its own or a subcontractor's server. The Data Processor is responsible for storing the Personal Data within the EU/EEA and not transferring the Personal Data to countries outside the EU/EEA without the prior written acceptance of the Data Controller.
- 2. Instructions and confidentiality**
- 2.1 The Data Processor may only process the Personal Data in compliance with documented instructions from the Data Controller, including transfer of Personal Data to any third country or international organisation. If, in exceptional cases, the Data Processor is instructed to process Personal Data, including transferring Personal Data to a third country or an international organisation, and this does not follow from the instructions of the Data Controller but is pursuant to EU or member state law to which the Data Processor is subject, then the Data Processor must notify the Data Controller of such legal requirements before commencing the processing unless such notification is prohibited on important grounds of public interest.
- 2.2 The Data Processor may not process the Personal Data for its own purposes, unless explicitly agreed to in this Agreement.
- 2.3 The Data Processor is bound by confidentiality and may not, without authorisation, copy, disclose or use the Personal Data. The Data Processor must ensure that employees authorised to process Personal Data have assumed a contractual confidentiality obligation or are subject to a statutory obligation of secrecy.
- 2.4 The Data Processor must ensure that access to the Personal Data is limited to employees with a work-related need.
- 2.5 Nothing in the Agreement shall prevent any of the parties from fulfilling any legal obligation prescribed by the applicable public authorities or courts. Both parties shall however to the extent reasonable possible discuss the appropriate reaction to any request from such authority or court upon the transfer or disclosure of Personal Data.
- 3. Security etc.**
- 3.1 To protect the Personal Data, the Data Processor must implement appropriate technical and organisational measures in such a manner that the processing meets the requirements set out in EU Regulation 2016/679 on General Data Protection (hereinafter the "**General Data Protection Regulation**"). Such measures are determined and adjusted on a regular basis with due consideration for the current technical level, expenses, and the nature, scope, context and purposes of the processing and the risks to the rights of natural persons.
- 3.2 Upon the request of the Data Controller, the Data Processor shall issue a statement regarding the current technical and organisational measures applied.
- 3.3 The Data Processor must ensure that the Personal Data are deleted from every IT-system, archive etc. when continued storage no longer serves a fair purpose and as instructed by the Data Controller.
- 3.4 The Data Processor must inform and train relevant employees on confidentiality relating to the processing of Personal Data and must ensure that the processing is in compliance with the purposes of this Agreement and the instructions of the Data Controller.
- 3.5 In addition, the Data Processor must, as a minimum, take the following measures:
- 3.5.1 **Physical security:** When equipment and mobile units are not used, the equipment and the units must be locked away and/or locked.

- 3.5.2 Back-up copies: The Personal Data must be backed up routinely. Copies of the Personal Data must be stored separately and with due care in such a manner that the Personal Data can be restored. Instructions to delete Personal Data must include deletion of Personal Data backed up.
- 3.5.3 Control of access: Access to the Personal Data must be limited by way of a technical control of access. User-ID and password must be personal and may not be assigned at any time. Procedures must be in place for the granting and removing of access.
- 3.5.4 Logging: A log or similar over access to and processing of the Personal Data must be kept. A register must be available showing those persons who have had access and the processing the individual has conducted.
- 3.5.5 Communication of data: Communication of the Personal Data must take place, using secure communication lines. Personal Data that are transferred outside a closed network controlled by the Data Processor must be protected by encryption.
- 3.5.6 Permanent deletion of data: When equipment or mobile units containing Personal Data are no longer used to process Personal Data, the Personal Data must be permanently deleted from the equipment, ensuring that the data cannot be restored.

#### **4. Sub-processors**

- 4.1 The Data Processor is, subject to clause 4.3, hereby authorised to in general use sub-processors, without further written approval from the Data Controller, provided however that the Data Processor notifies the Data Controller in writing of the identity of the potential sub-processor (and its potential sub-processors) before entering into agreement with relevant sub-processors, thus enabling the Data Controller to object to the use of the sub-processor.
- 4.2 Notification and the option to object pursuant to clause 4.1 must be given accordingly in case of any planned changes concerning supplement, replacement, or discontinuation of the use of sub-processors. The Data Processor must receive the objection no later than seven days after receipt thereof by the Data Controller.
- 4.3 It is a condition for appointing a sub-processor that the Data Processor and the sub-processor agree in writing that the sub-processor shall be subject to the same data protection obligations and contractual terms as set out in this Agreement, including that the sub-processor shall implement appropriate technical and organisational measures in such a manner that the processing of the Personal Data meets the requirements of the General Data Protection Regulation.
- 4.4 The Data Processor shall be liable to the Data Controller for any actions and omissions of sub-processors in the same manner as the Data Processor shall be liable for its own actions and omissions.
- 4.5 The sub processors in place at any given time shall be stated in **appendix 1**, as updated by the Data Processor from time to time. Any objections from the Data Controller to any sub processor shall likewise be noted on **appendix 1**.

#### **5. Assistance to the Data Controller**

- 5.1 The Data Processor must assist the Data Controller to ensure that all obligations under Art. 32-36 of the General Data Protection Regulation and other applicable data protection and information security legislation are met, i.e. security measures, notification of supervisory authorities, notification of individuals, preparation of data protection impact assessments and prior consultation of the supervisory authorities.

- 5.2 Taking into account the nature of the processing, the Data Processor must, to the extent reasonably possible and by means of appropriate technical and organisational measures, assist the Data Controller in meeting the Data Controller's legal obligations to respond to requests for exercising the individuals' rights laid down in Chapter III of the General Data Protection Regulation.
- 5.3 The Data Processor must without undue delay notify the Data Controller of any personal data breaches.
- 5.4 To the extent the Data Processor is obligated to keep records of processing activities according to article 30 of the General Data Protection Regulation, the Data Processor shall keep such records for processing of Personal Data which the Data Processor is accountable for. At the request of the Data Controller, the Data Processor shall issue a copy hereof to the Data Controller.
- 5.5 The Data Processor must immediately notify the Data Controller if the Data Processor believes that an instruction violates the General Data Protection Regulation or other data protection provisions in other EU law or member states' national law.
- 6. Demonstration of compliance, audits etc.**
- 6.1 The Data Processor must, upon request make all information necessary available to the Data Controller to demonstrate compliance with the obligations of this Agreement, the General Data Protection Regulation, and other special legislation.
- 6.2 The Data Processor must provide means and contribute to audits, including inspections performed by the Data Controller or auditors authorised by the Data Controller, the Danish public authorities, or another competent jurisdiction. The relevant auditor must be subject to confidentiality obligations, either under an agreement or law.
- 6.3 The Data Processor is entitled to remuneration for assistance supplied to the Data Controller under clause 5 and clause 6 according the general hourly rates of the Data Processor in place at the time and other out of pocket disbursements.
- 7. The obligations of the Data Controller**
- 7.1 The Data Controller has in accordance with the General Data Protection Regulation a general obligation to secure that the technical and organisational measures are complied with, which also include the measures taken by a data processor. The Data Processor has assessed the risks which the Data Processor's processing of Personal Data according to the Agreement results in and has taken appropriate measures according to clause 3. The Data Controller is satisfied with the measures taken and implemented by the Data Processor and has the right to request a statement regarding the measures taken according to clause 3.2.
- 7.2 The Data Controller declares that the Personal Data processed by the Data Processor under the Agreement can legally be processed by the Data Processor.
- 7.3 For the sake of good order it is mentioned that the Data Controller as data controller must comply with the General Data Protection Regulation, which among others include entering into data processor agreements.
- 7.4 To the extent the Data Controller is obligated to keep records of processing activities according to article 30 of the General Data Protection Regulation, the Data Controller shall keep such records for processing of Personal Data which the Data Controller is accountable for. At the request of the Data Processor, the Data Controller shall issue a copy hereof to the Data Processor.

## **8. Term and termination**

- 8.1 The Agreement shall apply, as long as the Data Processor processes Personal Data on behalf of the Data Controller, after which time the Agreement shall automatically terminate.
- 8.2 Upon termination of this Agreement, the Data Processor must return all Personal Data to the Data Controller or assign the Personal Data to a new Processor on the instruction of the Data Controller. Thereafter, the Data Processor must delete all existing copies of the Personal Data immediately, unless EU or member state law prescribes requirements or otherwise allows for the continued storage and processing of the Personal Data.
- 8.3 If, following the termination of this Agreement, there is uncertainty as to whether the Data Processor has deleted all the Personal Data, the Data Controller may request the Data Processor to, at the expense of the Data Controller, request an auditor's statement stating that the data processing no longer takes place and that the Personal Data have been deleted.

## **9. Governing law and venue**

- 9.1 The Agreement is governed by and construed according to Danish Law.
- 9.2 Any dispute arising out of or in connection with the Agreement including but not limited to regarding the existence, validity or termination of the Agreement, shall be finally settled by the courts of Denmark at the current venue of the Data Processor in the first instance.

Billund, the 17<sup>th</sup> of May 2017  
On behalf of AIR SUPPORT A/S

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Peter Gravesen, CCO

## Appendix 1 - Sub-processors

Sub-processor name	Office location	Storage location
Cloud Factory A/S	Vestergade 4 6800 Varde Denmark	Denmark
Mailchimp	The Rocket Science Group, LLC 675 Ponce de Leon Ave NE Suite 5000 Atlanta, GA 30308 USA	USA and EU