Data Processing Agreement (DPA)

Effective from 16 December 2026

1. Parties

This agreement is entered into between Wootemple AB (org. no. 559123-5105), Kärnbogatan 20, 64730 Mariefred, hereinafter referred to as the “Data Processor,” and each customer using Templ’s services, hereinafter referred to as the “Data Controller.”

2. Purpose

2.1

The purpose of this Data Processing Agreement is to ensure that the Data Processor’s processing of personal data on behalf of the Data Controller is carried out in accordance with the Data Controller’s instructions, in compliance with this agreement, and in accordance with the requirements of Article 28 of the General Data Protection Regulation (GDPR).

2.2

The subject matter of the data processing under this agreement is to provide web hosting and related services, including the storage and transfer of data that may contain personal data. This also includes AI-assisted support and technical troubleshooting, as well as the history of support cases. Only personal data that is necessary for the case at hand may be made available to AI tools. The data may not be used by the Data Processor or its sub-processors to train general AI models. The engagement of sub-processors and transfers of personal data shall take place in accordance with sections 8 and 9.

3. Definitions

This agreement shall be interpreted in accordance with, and use the definitions provided in, Article 4 of the GDPR.

4. Responsibilities of the Data Controller

The Data Controller is obligated to comply with the GDPR when processing personal data and when engaging the Data Processor. The Data Controller has the right to direct the Data Processor’s processing of personal data and shall provide the necessary instructions for the processing.

5. Responsibilities of the Data Processor

5.1

The Data Processor undertakes to comply with all applicable laws, including the GDPR, as well as the guidelines and recommendations issued by the Swedish Data Protection Authority or relevant EU bodies.

5.2

The Data Processor shall implement necessary technical and organizational security measures to ensure that the processing meets the requirements of the GDPR and protects the rights of the data subjects.

6. Security Measures

6.1

The Data Processor shall implement and maintain appropriate technical and organizational security measures to protect personal data in accordance with applicable laws and the GDPR.

6.2

The security measures shall ensure an appropriate level of security, taking into account the risks involved in the processing and the type of personal data processed.

6.3

The Data Processor shall ensure that all employees and others who handle or have access to personal data are bound by confidentiality and are informed of how the processing is to be carried out according to the instructions from the Data Controller.

7. Incidents

7.1

In the event of a confirmed or suspected security incident, the Data Processor shall immediately investigate the incident, take measures to address it, and inform the Data Controller by providing an incident report.

8. Transfer to Third Parties

The Data Processor may not disclose personal data to third parties without support in this agreement or the Data Controller’s instructions. Personal data may be transferred to a country outside the EU/EEA only if the transfer meets the requirements of Chapter V of the GDPR, for example through an adequacy decision or the European Commission’s standard contractual clauses.

9. Sub-processors

By accepting this agreement, the Data Controller grants Templ a general written prior authorization to engage the suppliers listed in the supplier list in Templ’s privacy policy as sub-processors, for the tasks described there. The authorization also covers the disclosures to these sub-processors that are necessary for those tasks, subject to the limitations set out in section 8 and the Data Controller’s documented instructions.

Templ shall inform the Data Controller in advance of any intended addition or replacement of sub-processors and give the Data Controller the opportunity to object before the change is implemented.

If the Data Controller objects and the parties cannot reach an agreement, the Data Controller has the right to terminate the service before the change takes effect.

Sub-processors must meet the same data protection obligations as the Data Processor under this agreement and the GDPR.

10. Audit Rights

The Data Controller has the right to inspect the Data Processor’s operations to ensure compliance with this agreement. The Data Processor shall provide necessary information and allow for audits to verify compliance with this agreement and the GDPR.

11. Liability for Damages

If the Data Processor breaches this agreement or the instructions of the Data Controller, causing damage, such damage shall be compensated by the Data Processor.

12. Term and Termination

This agreement is valid as long as the Data Processor processes personal data on behalf of the Data Controller. Upon termination of this agreement, the Data Processor shall, according to the instructions, delete or return all personal data.

13. Applicable Law and Disputes

Swedish law shall apply to this agreement. Disputes shall be resolved according to the provisions set forth in the main agreement.

14. Amendments

The Data Controller will be notified of any amendments to this agreement, including the date on which the new terms take effect. Continued use of the services after such notification will be deemed acceptance of the changes.