Findable

Findable Data Processing Terms

12 November 2025

These terms ("**Data Processing Terms**") constitute an agreement between Findable AS ("**Us**" or "**We**") and the company referenced in the applicable Order Form ("**Customer**"). The Data Processing Terms form part of the **Terms of Service** and govern the processing of personal data by Us on behalf of the Customer in relation to the Customer's access and use of the Solution.

These Data Processing Terms take effect when the Customer accepts the Order Form or first accesses the Solution, whichever comes first. If you accept these Data Processing Terms on behalf of the Customer, you represent and warrant that you have full authority to bind the Customer to these Data Processing Terms.

1.   DEFINITIONS

1.1   Terms in this Data Processing Terms, including but limited to "**personal data**", "**processing**", "**controller**", "**processor**", "**data subject**", and "**personal data breach**", shall have the meaning as defined in the GDPR Article 4.

1.2   In addition to other expressions that may be defined in the **Terms of Service**, the following expressions in these Data Processing Terms shall have the meanings set forth below:

"**Applicable Data Protection Law**" means applicable EU law and national law of an EU or EEA country regarding processing of personal data, including the GDPR and the Norwegian Data Protection Act of 15 June 2018 no. 38.

"**GDPR**" means the EU General Data Protection Regulation (EU) 2016/679.

2. SCOPE

2.1 These Data Processing Terms apply to Our processing in the role of a processor acting on behalf of the Customers in relation to the Solution. The Data Processing Terms do not apply to processing of personal data where We act as a controller, including but not limited to processing for the purpose of 1) training the Solution, 2) improving Our products and services and 3) anonymizing personal data to use for commercial, statistical, analytical, and processing purposes such as creating and using datasets for further training and creating new service offerings.

3. RESTRICTIONS ON USE AND DESCRIPTION OF THE PROCESSING

3.1 We shall process the personal data only on the documented instructions of the Customer unless the processing is required by E law and national law of an EU or EEA country, in such a case, we will inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

3.2 The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of

data subjects are set out in **Annex 1 Description of Processing Activities**.

4. THE CUSTOMER'S OBLIGATIONS

4.1   The Customer shall ensure that:

a) The Customer's processing subject to these Data Processing Terms is in accordance with Applicable Data Protection Law;

b) The purposes of the processing of personal data are specified and that the processing is based on a valid legal basis;

c) The data subjects have received necessary information regarding the processing; and

d) We have adequate instructions to fulfil Our obligations under these Data Processing Terms and Applicable Data Protection Law.

5. INFORMATION SECURITY

5.1   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 natural persons, We shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the

processing of the personal data. The measures include but are not limited to:

a) Personnel access on a need-to-know basis, logging of access to systems;

b) Data stored separately for each customer; access control measures through dedicated users;

c) Logging of changes to data;

d) Automatic backup via cloud services; and

e) Encryption of data "at rest".

5.2   In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed by Us.

6.   CONFIDENTIALITY

6.1   We shall ensure that persons authorised to process the personal data subject to these Data Processing Terms have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7. NOTIFICATIONS

7.1 We shall without undue delay after becoming aware of the circumstance in writing notify the Customer:

a) If We believe that the instructions from the Customer are in violation of Applicable Data Protection Law;

b) In case of an event which significantly impedes Our current or future ability to perform the processing in accordance with the Data Processing Terms; and

c) Upon detection of a personal data breach.

7.2 When notifying of a personal data breach, the notification to the Customer shall at least contain information describing the breach, which data subjects are affected by the breach, which personal data are affected by the breach, what immediate measures have been taken to deal with the breach, and what preventive measures may be established to avoid similar incidents in the future. The information may be provided in phases without undue further delay.

7.3 We shall provide the Customer with all information necessary to answer any inquiries from the data protection authorities and to comply with

personal data breach notification requirements to the data protection authority and data subjects.

8. AUDITS AND INFORMATION

8.1 Upon request, We shall make available to the Customer all information necessary to demonstrate Our compliance with the obligations laid down in Article 28 of the GDPR and these Data Processing Terms.

8.2 The Customer may at its own cost inspect and audit our infrastructure, systems, and procedures to ensure Our compliance with These Data Processing Terms. We may require the Customer and any auditors engaged by the Customer to sign a non-disclosure agreement prior to such inspection or audit. The parties shall in advance agree on the scope, timing, duration, and other details of the inspection or other audit.

8.3 We shall also allow and contribute to audits conducted by relevant supervisory authorities.

9. ASSISTANCE TO CUSTOMER

9.1 If We receive a request from a data subject concerning personal data processed under these Data Processing Terms, We shall without undue delay forward the request to the Customer.

9.2   We shall, to a reasonable degree, assist the Customer in safeguarding the rights of data subjects in accordance with Applicable Data Protection Law, including, the right of access, the right to request rectification or erasure of their own personal data, and the right to request restriction of processing of their personal data.

9.3   We shall assist the Customer in ensuring compliance with the Customer's obligations pursuant to GDPR Articles 32 to 36 taking into account the nature of processing and the information available to Us.

9.4   We may charge the Customer a reasonable fee for assistance described above, which shall be agreed between the parties in advance.

10.   SUB-PROCESSORS

10.1   The Customer authorizes Us to engage sub-processors to process personal data on behalf of the Customer, including the sub-processors set out in **Annex II Sub-processors.**

10.2   We shall inform the Customer of any intended changes concerning the addition or replacement of sub-processors. Such information shall be provided at least 14 calendar days before the change, thereby giving the Customer the opportunity to object to such changes. If the Customer objects to the change, the parties shall agree on how to handle the change.

10.3 We shall enter into separate agreements with sub-processors that govern the sub processor's processing of personal data. In the agreement between Us and the sub-processor, the sub-processor shall be required to comply with the obligations We are subject to under these Data Processing Terms.

10.4 If a sub-processor fails to fulfil its data protection obligations, We shall remain fully liable to the Customer for the performance of the sub-processor's obligations.

11. TRANSFERS

11.1 We may only transfer personal data to a country outside the EEA in accordance to these Data Processing Terms. The Customer Authorises transfers to approved sub-processors, cf. Section 10. We shall ensure that transfers to sub-processors have a valid basis in accordance with GDPR Chapter V.

11.2 We may in exceptional cases transfer personal data if necessary to fulfil obligations under EU law or the national law of an EU or EEA country. In In such a case, We shall notify the Customer of the legal requirement before the transfer takes place.

12. TERM AND TERMINATION

12.1 These Data Processing Terms shall apply for as long as We process personal data on behalf of the Customer.

12.2   In case of termination of these Data Processing Terms, We shall without undue delay transfer or delete all personal data which We are processing on behalf of the Customer, unless applicable EU/EEA member state law requires storage of the personal data. A backup of the data is stored for up to one (1) year after termination for security reasons.

13. GENERAL PROVISIONS

13.1   We may modify these Data Processing Terms, including the Annexes, in which case we will post a new version on this site and notify the Customer of the changes. Minor changes will enter into force when notified, while material changes will enter into force at the next renewal of the **Terms of Service.** The Customer's continued use of the Solution following such renewal constitutes acceptance of the changes.

13.2   Any matters not regulated by these Data Processing Terms shall be subject to the provisions of the **Terms of Service.** In case of a conflict between the **Terms of Service** and these Data Processing Terms regarding processing of personal data or data protection, these Data Processing Terms shall prevail.

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Annex I Description of Processing Activities

Subject matter of the processing

Access, analysis, use, and other processing of personal data that is contained in the data provided by or on behalf of the Customer as part of the Solution.

Duration of the processing

For the duration of the **Terms of Service** and otherwise for as long as we process personal data as a processor for the Customer.

Nature and purpose of the processing

Processing of personal data to provide the Solution.

Categories of data subjects

Personnel, representatives, Authorized Users and Third-Party Users of Customer or of Customer's customers or other business partners.

Types of personal data

Customer Data: All data, including for example text, data, and images, that are provided to us by or on behalf of our customer in relation to the Solution, such as name, address, telephone number, email address and position.

Account Data: Name, username, contact information, password, and interactions with the Solution.

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Annex II Sub-processors

Company name	Company address	Description of the processing	Location(s) of data processing
AWS (Amazon Web Services EMEA SARL)	38 avenue John F. Kennedy, L-1855 Luxembourg	Hosting services	EU/EEA (Germany, Ireland, France, Sweden), UK
Datacrunch.oi (DataCrunch Oy)	Lapinlahdenkatu 16 Helsinki 00180 Finland	Cloud computing services for AI model training and inference	EU/EEA (Finland)
Microsoft Azure (Microsoft Ireland Operations Ltd.)	One Microsoft Place, South County Business Park, Leopardstown, Dublin 18 D18 P521 Ireland	Cloud computing services for AI model training and inference	EU/EEA (Ireland, Norway, Netherlands), UK
Mistral AI	15 Rue Des Halles, 75001 Paris, France	AI model training, inference and information extraction	EU/EEA (France)

OpenAI (OpenAI Ireland Ltd)	1st Floor, The Liffey Trust Centre 117-126 Sheriff Street Upper Dublin 1, D01 YC43, IRELAND	AI inference	EU/EEA
Hetzner (Hetzner Online GmbH)	Industriestr. 25 91710 Gunzenhausen, Germany	Hosting Services	EU/EEA (Germany, Finland)
Langfuse GmbH	Gethsemanestr. 4, 10437 Berlin, Germany	Prompt evaluation and tracking	EU/EEA (AWS mainly Ireland)
Google Cloud EMEA Limited	Velasco Clanwilliam Place Dublin 2 Ireland	AI model training, inference and information extraction	EU/EEA (many locations)