CopiaView

Data Processing Agreement

Version 1.2 - Effective October 3, 2026

This standard Data Processing Agreement (the **DPA**) forms part of the CopiaView Terms accepted by the Customer. It applies where Dvinge.net processes personal data on the Customer's behalf through CopiaView.

Controller	Processor
The business or other legal entity that creates or uses a CopiaView company account (the **Customer**).	**Dvinge.net v/Henrik Dvinge** Danish sole proprietorship CVR no. 31966124 Teglvænget 51 4000 Roskilde, Denmark info@copiaview.com

1. Purpose and precedence

1.1 The Customer determines the purposes and means of processing employee, user, calendar, and company data entered into CopiaView. Dvinge.net processes that data on the Customer's documented instructions to provide, secure, support, and maintain CopiaView.

1.2 This DPA is intended to satisfy Article 28 of Regulation (EU) 2016/679 (GDPR) and applies for the duration described in Appendix 1. If this DPA conflicts with the CopiaView Terms on personal-data processing, this DPA prevails.

2. Customer instructions and responsibilities

2.1 The CopiaView Terms, this DPA, the Customer's configuration, and authorized use of the service constitute the Customer's documented instructions. Additional instructions must be lawful, technically feasible, and agreed in writing.

2.2 The Customer is responsible for having a lawful basis, providing required notices, handling data-subject requests, configuring access appropriately, and ensuring that its instructions comply with applicable law.

2.3 CopiaView is designed for absence and availability information, not medical records. The Customer must avoid unnecessary health details or other special-category data in names, labels, and notes. If such data is entered, the Customer is responsible for establishing the necessary Article 9 condition and safeguards.

2.4 Dvinge.net will promptly inform the Customer if, in its reasonable opinion, an instruction infringes applicable data-protection law, unless prohibited from doing so by law.

3. Processor obligations

Dvinge.net will:

- process Customer Personal Data only on documented instructions, unless processing is required by applicable law;
- ensure that persons authorized to process the data are bound by confidentiality;
- implement the technical and organizational measures described in Appendix 2;
- assist the Customer, taking account of the nature of the processing, with data-subject requests, security obligations, breach notifications, impact assessments, and supervisory-authority consultations;
- delete or return Customer Personal Data after the service ends as described in Section 8; and
- make available information reasonably necessary to demonstrate compliance with this DPA.

4. Security and personal-data breaches

4.1 Dvinge.net will maintain measures appropriate to the risk and review them as the service and risks evolve. No online service can guarantee absolute security.

4.2 After becoming aware of a personal-data breach affecting Customer Personal Data, Dvinge.net will notify the Customer without undue delay and provide available information reasonably required for the Customer's assessment and notification duties. Dvinge.net's notice is not an admission of fault or liability.

5. Subprocessors

5.1 The Customer gives Dvinge.net general written authorization to use subprocessors necessary to provide CopiaView. The current core subprocessor is listed in Appendix 3.

5.2 Dvinge.net will impose the same data-protection obligations on each subprocessor as apply to Dvinge.net under this DPA, to the extent applicable to the services performed by that subprocessor. Dvinge.net remains responsible for the subprocessor's performance of those obligations to the extent required by GDPR.

5.3 Dvinge.net will provide reasonable advance notice of a new subprocessor that will process Customer Personal Data. The Customer may object on reasonable data-protection grounds before the change takes effect. The parties will work in good faith on a reasonable solution; if none is available, either party may discontinue the affected service in accordance with the Terms.

5.4 Payment providers and identity providers may act as independent controllers or processors for their own services. Their role depends on the relevant activity and is not changed by this DPA.

6. International transfers

Dvinge.net will not transfer Customer Personal Data outside the European Economic Area unless a lawful transfer mechanism applies, such as an adequacy decision or approved standard contractual clauses, together with supplementary measures where required. The Customer authorizes transfers made in accordance with this section.

7. Data-subject requests and cooperation

7.1 If Dvinge.net receives a request concerning Customer Personal Data, it will direct the requester to the Customer where appropriate and will not respond on the Customer's behalf unless authorized or legally required.

7.2 Dvinge.net will provide reasonable assistance through available service functionality and support. Work that is unusually extensive or outside the standard service may be charged at an agreed reasonable rate unless the assistance is required because Dvinge.net breached this DPA.

8. Return, deletion, and retention

8.1 During the service term, authorized users can manage Customer Personal Data through CopiaView according to their permissions. The company owner may use the verified company-deletion process.

8.2 At the Customer's choice, Dvinge.net will return or make available an available export of Customer Personal Data, or delete the data, after termination of the service, subject to normal backup rotation and legally required retention. Residual backup copies may remain temporarily in normal backup rotation, remain protected, and will not be restored except for recovery, security, or legal purposes.

8.3 Dvinge.net may retain limited records where required by law or reasonably necessary for accounting, taxation, security, fraud prevention, or legal claims. Retained data remains protected and is used only for those purposes.

9. Information and audits

9.1 Dvinge.net will provide available security and compliance information reasonably necessary to demonstrate compliance. The Customer should first use documentation, certifications, and written responses made available by Dvinge.net or its subprocessors.

9.2 If that information is insufficient, the Customer may request an audit on reasonable written notice, normally no more than once per year, during normal business hours, without accessing another customer's data or

disrupting the service. The Customer bears reasonable audit costs unless the audit identifies a material breach by Dvinge.net.

10. General

10.1 Each party will comply with the data-protection laws applicable to its role. Liability under this DPA is subject to the limitations in the CopiaView Terms to the extent permitted by law.

10.2 This DPA becomes binding when the Customer accepts the CopiaView Terms or otherwise agrees to use CopiaView. It remains effective while Dvinge.net processes Customer Personal Data on the Customer's behalf.

10.3 This DPA is governed by the governing-law and dispute provisions in the CopiaView Terms, without limiting mandatory rights under applicable data-protection law.

Details of the processing

Subject matter and purpose

Providing CopiaView as an online team absence and availability calendar, including company and team administration, authorized cross-team visibility, Enterprise dashboards and reporting, authentication, support, security, and related service operations.

Duration

For the term of the Customer's CopiaView account and afterwards only for deletion, backup rotation, legal retention, security, or claims as described in Section 8.

Nature of processing

Collection, recording, organization, structuring, storage, retrieval, consultation, calculation, display, transmission to authorized recipients, restriction, support, backup, and deletion.

Categories of data subjects

- company owners, company administrators, team owners, team administrators, employees, view-only users, invitees, and other authorized users;
- calendar-only employees who may not have a login; and
- customer contacts communicating with support.

Types of personal data

- name, work email address, account status, authentication-provider identifiers, invitation and login information;
- company, team, department, membership, role, reporting structure, access scope, and optional experience level;
- absence dates, duration, absence type, team planning registrations, and optional calendar notes;
- company settings, coverage targets, calendar visibility settings, and data used for authorized availability and absence calculations;
- support communications and technical, security, and audit records, including timestamps, IP address, request information, and recorded administrative actions.

Special-category data

CopiaView is not intended for medical details. An absence category or free-text note may nevertheless reveal health or other special-category data depending on the Customer's configuration and use.

Frequency

Continuous or recurring while the Customer uses the service.

Technical and organizational measures

Dvinge.net maintains measures appropriate to CopiaView's risk profile, including the following categories:

Access and identity

- individual or provider-based authentication for login-enabled users;
- role-based and server-side company and team authorization;
- application access controls that limit administrative functions; and
- secure invitation, activation, password recovery, and session controls.

Confidentiality and transmission

- confidentiality obligations for authorized personnel;
- encrypted HTTPS/TLS network connections; and
- password hashing rather than storage of plain-text login passwords.

Integrity and availability

- parameterized database operations and server-side validation;
- hosting, backup, and recovery services supplied through contracted providers;
- logging of relevant login, security, and administrative events.

Organizational controls

- data minimization and purpose limitation;
- controlled company-deletion procedures; and
- review of providers, access, and security measures when relevant changes are made.

The measures may be updated to reflect technical development and changing risks, provided the overall level of protection is not materially reduced.

Appendix 3

Authorized core subprocessor

Provider	Service and data	Location
Simply.com A/S	Hosting, application and database infrastructure, email infrastructure where used, backup, and related technical operations. Processes the Customer Personal Data hosted in CopiaView as needed to provide those services.	European Economic Area, subject to Simply.com's current DPA and applicable subprocessor arrangements.

Simply.com publishes its current compliance and subprocessor information at https://www.simply.com/dk/compliance/. Only Simply.com services relevant to CopiaView's hosting arrangement apply.

Stripe and Microsoft

Stripe provides checkout, subscription billing, invoices, and its customer portal. Microsoft provides authentication when selected by a user. Depending on the activity, these providers may act as independent controllers or processors under their own terms. They are not treated as Simply.com hosting subprocessors in this appendix.

No separate signature is required.
The Customer enters into this DPA when an authorized representative accepts the CopiaView Terms that incorporate it, or when the parties otherwise agree in writing. Customers should download or retain this version for their records.

Privacy and DPA contact: info@copiaview.com