

APPENDIX A

Data Processing Agreement - Ancon AB

<i>Updated:</i>	<i>Version:</i>
September 2026	1.4

PARTIES

This data processing agreement (the "DPA") has been entered into between:

- 1. Ancon AB, reg. no. 556257-3039, Frölandsvägen 2D, 451 76, Uddevalla ("**Ancon**"); and
 - 2. The Customer, as further specified in the Service Agreement between Ancon and the Customer.
- (each a "**Party**" and jointly the "**Parties**").

Ancon details

Contact person and contact details:

Fredrik Höglind, fredrik@ancon.io

Contact details for data protection issues:

privacy@ancon.io

Customer details

For Customer details, including contact details for the Customer's contact person, see the Service Agreement between the Parties.

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This DPA is supplemental to and forms an integral part of the Service Agreement. By entering into the Service Agreement, the Parties also enter into this DPA, including all its appendices.

Terms and Conditions of the DPA

The terms and conditions of this DPA apply to Ancon's processing of personal data on behalf of the Customer in connection with the provision of the Services to the extent the processing of personal data is subject to the GDPR. This DPA forms an integral part of the Service Agreement and the applicable Scope of Work(s).

INTRODUCTION

1. Roles of the Parties

Ancon will process personal data on behalf of the Customer as a processor in connection with the provision of the Services as detailed in the Instruction in Schedule 1 of this DPA.

2. Model Clauses

The Parties recognise that the EU Commission has adopted Model Clauses between controllers and processors under Article 28.7 of the GDPR. The Parties agree that the Model Clauses shall apply to Ancon's processing of personal data on behalf of the Customer with the additions below. As such, the Customer is the "controller" and Ancon is the "processor" under the Model Clauses.

With respect to Annex I of the Model Clauses, reference is made to the information outlined on the front page of this DPA. As regards Annex II and the description of the processing, reference is made to Schedule 1 of this DPA and any supplementary Instruction(s) issued by the Customer regarding the processing of personal data covered by this DPA.

3. Definitions

Lower-case terms used but not defined in this DPA, such as "controller", "processor", "personal data" and "processing", shall have the same meaning as in Article 4 of the GDPR. Capitalised terms used, but not defined in this DPA, shall have the same meaning as in the Service Agreement. Additional definitions used in this DPA are outlined below.

4. Priority

In the event of any conflict or inconsistency between this DPA and the Service Agreement or any applicable Scope of Work(s), the terms of this DPA shall prevail. In the event of any conflict or inconsistency between the provisions below and the Model Clauses, the terms of the Model Clauses shall apply in accordance with Clause 4 of the Model Clauses.

5. Docking Clause

The Parties agree that the docking clause in Clause 5 of the Model Clauses shall not apply.

OBLIGATIONS OF THE PARTIES

6. Instructions

Ancon shall only process personal data on behalf of the Customer in accordance with any Instructions by the Customer and Applicable Data Protection Laws. Any further Instruction with respect to the processing of personal data shall be provided to Ancon by email to Ancon's contact person for data protection issues. Any Instruction shall include the same information as outlined in Schedule 1. If the Customer issues new Instructions which are over and above what Applicable Data Protection Laws require or which are not supported by the Services, Ancon is, if the Customer maintains the Instruction, entitled to reasonable compensation for the cost that the new Instruction implies or otherwise according to a separate agreement between the Parties.

7. Documentation and Compliance

Any request for an audit or inspection by the Customer under Clause 7.6 of the Model Clauses shall be sent to Ancon by email to Ancon's contact person for data protection issues. The Customer shall give Ancon reasonable notice of at least one (1) month prior to exercising its audit rights in order to allow the Parties to plan the audit or inspection. For the avoidance of doubt, any inspection or audit shall only comprise information necessary for the Customer to determine whether Ancon has fulfilled its obligations under this DPA and Applicable Data Protection Laws, and shall not comprise other information irrelevant to Ancon's processing of personal data on behalf of the Customer under this DPA. Each Party shall bear its own costs in relation to any audit.

8. Use of Sub-processors

The Customer hereby gives Ancon a general written authorisation to engage sub-processors which are necessary to provide the Services. All such sub-processors engaged from time to time are outlined in a list available on the Website. By entering into this DPA, the Customer authorises the sub-processors that Ancon engages as of the date of this DPA. Ancon shall notify the Customer of any intended addition or replacement of a sub-processor at least thirty (30) days in advance by publishing the intended change and its effective date on the Website page containing Ancon's list of sub-processors. Such publication shall constitute written notice to the Customer under this DPA. The Customer is responsible for reviewing the list regularly and may use any subscription or customer-portal notification function that Ancon makes available. The list and any notice of an intended change shall include at least the following information in relation to each sub-processor:

- (i) the identity of the sub-processor, including full legal name, corporate registration number and address;
- (ii) the type(s) of service(s) provided by the sub-processor;
- (iii) the location where the sub-processor will process personal data on behalf of the Customer; and
- (iv) information on the measures, or where information on such measures may be found, that the sub-processor has taken to protect the personal data.

Any objection by the Customer with respect to the addition or replacement of a sub-processor shall be made within thirty (30) days from the date the intended change was published on the Website and shall be sent by email to Ancon's contact person for data protection issues. If the Customer objects to the change, the Parties shall seek to agree on a solution acceptable to both Parties. If the Parties do not agree on a solution within thirty (30) days following the Customer's written objection, or such later time agreed by the Parties in writing, and it is not possible for Ancon to provide the Services without the sub-processor, each Party shall have the right to terminate the Service Agreement and any applicable Scope of Work(s) in advance, subject to any specific provisions in the Service Agreement on early termination.

Where the Customer does not object to the change, Ancon may engage the sub-processor for the processing of personal data on behalf of the Customer.

Any request for a copy of a sub-processing agreement entered into by Ancon with a sub-processor engaged to process personal data on behalf of the Customer under this DPA shall be sent by email to Ancon's contact person for data protection issues. Ancon shall have the right to redact commercial information from such sub-processing agreement prior to disclosing it to the Customer.

Customer-selected MCP and AI connections. For the avoidance of doubt, a third-party client application, AI service or language model that the Customer or its authorised personnel independently selects, authenticates and connects to the Services through the Model Context Protocol (MCP) or an API is not engaged by Ancon to process personal data on behalf of the Customer and shall not be regarded as Ancon's sub-processor under this DPA solely by virtue of that connection. This clarification does not apply where Ancon selects, contracts with or otherwise engages the relevant provider to process personal data on behalf of the Customer as part of the Services; in such case, Clause 8 applies to that provider.

Ancon-approved AI support tools. Ancon may use centrally administered business or enterprise versions of artificial intelligence services to assist authorised personnel with customer support, troubleshooting, incident analysis and the provision of the Services. Where an AI provider processes personal data on behalf of the Customer for those purposes, the provider is engaged by Ancon as a sub-processor under this Clause 8. The currently approved AI support providers are identified in Schedule 3 and in Ancon's applicable list of sub-processors.

Ancon shall:

- (i) use such AI services only under commercial terms and a data processing agreement appropriate to the processing, and not through consumer, personal or otherwise unmanaged accounts;
- (ii) configure the service so that Customer personal data is not used to train or improve a provider's general-purpose models, except where the Customer has separately instructed and authorised such processing in writing;
- (iii) apply data minimisation and, where reasonably possible, anonymise or pseudonymise personal data before it is submitted to the service;
- (iv) apply appropriate access controls, authentication, logging, retention and deletion settings;
- (v) prohibit the submission of passwords, authentication secrets or full payment-card data, and prohibit special categories of personal data unless the processing is strictly necessary, expressly authorised and subject to additional safeguards; and
- (vi) ensure that material outputs used in the provision of support or the Services are subject to appropriate human review.

9. International Transfers

Subject to Clause 7.8 of the Model Clauses, the Customer accepts that Ancon transfers personal data to sub-processors in third countries where necessary to provide the Services.

10. Assistance to the Controller

Any notifications to the Customer regarding requests that Ancon has received from any data subject concerning the processing of personal data carried out on behalf of the Customer under this DPA shall be sent by email to the Customer's designated contact person for data protection issues. Any request for assistance under Clause 8 of the Model Clauses shall be sent by email to Ancon's contact person for data protection issues. Ancon shall have a right to reasonable compensation for assistance provided to the Customer under Clause 8 of the Model Clauses or otherwise according to a separate agreement between the Parties.

11. Notification of Personal Data Breach

Notification of a personal data breach under Clause 9 of the Model Clauses shall be sent by email to the Customer's designated contact person for data protection issues. Without prejudice to the notification obligation under Clause 9 of the Model Clauses, Ancon shall, immediately after becoming aware of a personal data breach concerning personal data processed on behalf of the Customer:

- (i) commence an investigation of the personal data breach in order to determine its scope, nature and likely consequences;
- (ii) take appropriate remedial measures in order to mitigate possible adverse effects of the personal data breach; and
- (iii) consult with the Customer in order to determine whether the Customer would be obligated under Applicable Data Protection Laws to notify the competent supervisory authority and/or the data subjects concerned of the personal data breach.

12. Requests from Supervisory Authorities or Third Parties

If a competent supervisory authority or any other third party requests:

- (i) information from Ancon regarding the processing of personal data under this DPA; or
- (ii) that Ancon disclose personal data processed on behalf of the Customer under this DPA,

Ancon shall without undue delay notify the Customer in writing. Notification shall be sent by email to the Customer's designated contact person for data protection issues. The Parties shall thereafter consult regarding the supervisory authority's or third party's request. This obligation does not apply if Ancon is prohibited by law from notifying or consulting with the Customer regarding the request. Ancon may not act on the Customer's behalf as agent for the Customer or otherwise.

FINAL PROVISIONS

13. Confidentiality of Personal Data

Ancon shall keep any personal data processed on behalf of the Customer strictly confidential and shall not disclose or make the personal data available to any third party unless otherwise authorised in advance in writing by the Customer, required by law, required for the performance of this DPA or required for the provision of the Services.

14. Term and Termination

This DPA is effective during the same term as the Service Agreement and any applicable Scope of Work(s), and for any additional period during which Ancon processes personal data on behalf of the Customer. If either Party terminates the DPA with immediate effect for any of the reasons outlined in Clause 10 of the Model Clauses, the Service Agreement and any applicable Scope of Work(s) shall also terminate with immediate effect.

15. Return of Personal Data

Upon termination of the Service Agreement, any applicable Scope of Work(s) or this DPA, and with reference to Clause 10(d) of the Model Clauses, the Customer shall provide Ancon with a written Instruction as to whether the personal data that Ancon or any sub-processors engaged by Ancon process on behalf of the Customer shall (i) be returned to the Customer or (ii) be deleted in a secure and irreversible manner.

If the Customer does not provide such Instruction within thirty (30) days following termination of the Service Agreement, the applicable Scope of Work(s) or this DPA, any personal data covered by this DPA and in Ancon's possession or control shall be deleted without undue delay. The Instruction under this Clause 15 shall be sent by email to Ancon's contact person for data protection issues.

16. Survival of Certain Terms

Clause 13 (Confidentiality of Personal Data), Clause 15 (Return of Personal Data), Clause 17 (Liability) and Clause 18 (Miscellaneous) shall survive termination of this DPA for any reason.

17. Liability

Each Party shall be liable for any administrative fines imposed on that Party due to its failure to fulfil its obligations under this DPA or Applicable Data Protection Laws, or if that Party has otherwise processed personal data in breach of Applicable Data Protection Laws.

Liability for claims for damages from data subjects shall be governed by Article 82 of the GDPR. Without prejudice to the foregoing, the limitation of liability included in Clause 7 of the Service Agreement shall apply.

The limitation of liability shall not apply to damages arising as a result of a breach of the confidentiality undertaking in Clause 13.

18. Miscellaneous

Severability

If any provision of this DPA is or becomes invalid, illegal or unenforceable under applicable law, the validity, legality and enforceability of the remainder of this DPA shall not be affected. In the event any provision is held in any proceeding to be invalid, illegal or unenforceable, the deficient provision shall be replaced with a new provision permitted by applicable law and having an effect as close as possible to the deficient provision.

Assignment

The rights and obligations under this DPA may not be assigned by a Party without the prior written approval of the other Party.

No waiver

A delay by either Party in exercising a right or remedy under this DPA shall not affect that Party's right to enforce such right or remedy at a later time. A waiver by any Party of any breach of any provision under this DPA shall not be construed as a waiver by that Party in relation to subsequent breaches of the same or any other provision of this DPA.

Governing law

This DPA is governed by Swedish law, without giving effect to any principles of conflicts of law.

Disputes

Clause 16 of the Service Agreement shall apply with respect to any dispute, controversy or claim arising out of or in connection with this DPA, or its breach, termination or invalidity.

ADDITIONAL DEFINITIONS

The following additional defined terms are used in this DPA:

<i>Term</i>	<i>Meaning</i>
"Applicable Data Protection Laws"	means the GDPR and all data protection legislation and regulations, including regulations issued by relevant supervisory authorities, protecting the fundamental rights and freedoms of data subjects with respect to the processing of their personal data, that apply to either Party;
"Customer"	means the legal entity that has entered into the Service Agreement and any applicable Scope of Work(s) with Ancon;
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
"Instructions"	means any documented instruction issued by the Customer that sets out 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 and any specific requirements that apply to the processing, including Schedule 1 of this DPA;
"Model Clauses"	means the EU Commission's Implementing Decision (EU) 2021/915 of 4 June 2021 on standard contractual clauses between controllers and processors under Article 28(7) of Regulation (EU) 2016/679 and Article 29(7) of Regulation (EU) 2018/1725, available at https://ec.europa.eu/info/law/law-topic/data-protection/publications/standard-contractual-clauses-controllers-and-processors_en ;
"Party" or "Parties"	means individually or collectively, Ancon and the Customer;
"Scope of Work(s)"	means any scope of work concluded between Ancon and the Customer outlining the content, scope and purpose of the services (the "Services") that Ancon shall provide to the Customer;
"Service Agreement"	means the service agreement concluded between Ancon and the Customer regarding the provision of the Services; and
"Website"	means Ancon's website available at https://ancon.io .

SCHEDULE 1 - INSTRUCTION REGARDING THE PROCESSING OF PERSONAL DATA FOR THE PROVISION OF THE SERVICES

This Schedule 1 sets out the Customer's Instruction with respect to Ancon's and Ancon's sub-processors' processing of personal data in connection with the provision of the Services.

PURPOSES AND NATURE OF THE PROCESSING OF PERSONAL DATA

Ancon will process personal data on behalf of the Customer in connection with the provision of the Services and to fulfil its obligations under this DPA and Applicable Data Protection Laws as further described in the table below.

The purposes for which personal data is processed and the categories of personal data processed by Ancon in practice depend on the scope of the Services as detailed in the applicable Scope of Work(s), the Service Agreement and/or which products included in the Services are being used by the Customer.

The personal data that is processed by Ancon on behalf of the Customer also depends on which third-party integrations the Customer, on its own initiative, uses in connection with the Services.

MCP and AI client connections. Where the Customer or its authorised personnel activates a connection to a third-party client application, AI service or language model through MCP or an API, Ancon processes personal data transmitted through that connection only on the Customer's documented Instructions and makes the data available to the recipient selected and authenticated by the Customer. The Customer, as controller, is responsible for assessing and documenting the lawfulness of the transfer and subsequent processing, including providing required information to data subjects, ensuring appropriate contractual arrangements and safeguards for transfers to third countries, and selecting appropriate settings relating to retention, secondary use and model training. Ancon remains responsible for its own processing and for security within the Services and Ancon's MCP server until the data has been transferred in accordance with the Customer's Instructions.

AI-assisted customer support. For the purpose of providing customer support, troubleshooting, incident analysis and related assistance under the Services, Ancon may submit the minimum personal data reasonably necessary to an AI provider approved under Clause 8 and Schedule 3. Such processing is carried out solely on the Customer's documented Instructions and under Ancon's control. Ancon will use centrally administered business or enterprise services, apply appropriate security and retention controls, and will not permit Customer personal data to be used to train or improve a provider's general-purpose models. Ancon personnel must, where reasonably possible, anonymise or pseudonymise the information before submission. Passwords, authentication secrets and full payment-card data must not be submitted. Material AI-generated outputs used in the support matter will be reviewed by authorised Ancon personnel.

DETAILED DESCRIPTION OF THE PROCESSING OF PERSONAL DATA

<i>Purpose</i>	<i>Categories of data subjects</i>	<i>Categories of personal data</i>	<i>Standard storage period</i>
<i>Hosting of IT environment (irrespective of the specific Ancon services/products used)</i>	Restaurant visitors of Customer • Customer personnel <i>The categories of data subjects may vary depending on the Scope of Work(s) and/or the Service Agreement.</i>	<i>Restaurant visitors of Customer</i> • Communication • Identification information • Order details and history • Payment data • Contact information <i>Customer personnel</i> • Login credentials • Communication <i>The categories of personal data may vary depending on the Scope of Work(s) and/or the Service Agreement.</i>	Personal data is kept by Ancon during the period of the Services or as otherwise instructed by the Customer. Personal data necessary for the Customer's bookkeeping obligations is stored, unless otherwise instructed, for up to seven (7) years from the end of the relevant calendar year.
<i>Provide support to Customer (irrespective of which specific Ancon services/products are used)</i>	Restaurant visitors of Customer • Customer personnel <i>The categories of data subjects may vary depending on the Scope of Work(s) and/or the Service Agreement.</i>	<i>Restaurant visitors of Customer</i> • Communication • Identification information • Order details and history • Payment data • Contact information <i>Customer personnel</i> • Login credentials • Communication <i>The categories of personal data may vary depending on the Scope of Work(s) and/or the Service Agreement.</i>	Personal data is kept by Ancon during the period of the Services or as otherwise instructed by the Customer.

<i>Purpose</i>	<i>Categories of data subjects</i>	<i>Categories of personal data</i>	<i>Standard storage period</i>
<i>Provide Ancon's services, including add-ons and integrations as relevant</i>	Restaurant visitors of Customer • Customer personnel <i>The categories of data subjects may vary depending on the Scope of Work(s) and/or the Service Agreement.</i>	<i>Restaurant visitors of Customer</i> • Communication • Identification information • Order details and history • Payment data • Contact information <i>Customer personnel</i> • Login credentials • Communication <i>The categories of personal data may vary depending on the Scope of Work(s) and/or the Service Agreement.</i>	Personal data is kept by Ancon during the period of the Services or as otherwise instructed by the Customer. Personal data necessary for the Customer's bookkeeping obligations is stored, unless otherwise instructed, for up to seven (7) years from the end of the relevant calendar year.

PLACE OF PROCESSING

Ancon's own processing of personal data takes place in Sweden. Sub-processors engaged by Ancon may process personal data in other countries, including outside the EEA, as specified for each sub-processor in the list of sub-processors available on the Website. Any such processing and transfer shall be subject to Clause 9 of this DPA.

SUB-PROCESSORS

Information on which sub-processors Ancon engages from time to time to provide the Services is available on the Website.

CATEGORIES OF PERSONAL DATA

The table below outlines examples of types of personal data covered by the categories used in the above table describing Ancon's processing of personal data.

<i>Category of personal data</i>	<i>Examples of types of personal data</i>
Communication	Content of communications, for example in connection with orders, deliveries or support matters
Contact information	Address • Email address • Telephone number
Identification information	Name
Login credentials	Username • Password
Order details and history	Product • Purchase price • Order date • Delivery method and pickup details • Order history • Food preferences or other instructions
Payment data	Payment card details

CHANGES TO THIS INSTRUCTION

The Parties agree that this Instruction may be updated from time to time in order to reflect the processing of personal data carried out by Ancon and its sub-processors in connection with the provision of the Services.

SCHEDULE 2 - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING MEASURES TO ENSURE THE SECURITY OF THE DATA

Ancon and its sub-processors have implemented the following technical and organisational security measures to protect and safeguard the personal data covered by this DPA:

- Measures to ensure the integrity of personal data, for example access control measures, logging and authorisation management.
- Measures to ensure the confidentiality of personal data, for example encryption in storage and transit.
- Measures to ensure the availability of personal data, for example backup routines, firewalls and logging.

More information on the technical and organisational security measures is available upon request.

SCHEDULE 3 - APPROVED AI SUPPORT SUB-PROCESSORS

The providers below are approved for AI-assisted customer support only when used through an Ancon-controlled business, enterprise or API account covered by the provider's applicable commercial terms and data processing agreement. Consumer, personal and otherwise unmanaged accounts are not approved for processing Customer personal data.

This Schedule 3 supplements, but does not replace, Ancon's list of sub-processors maintained under Clause 8. The legal entity and transfer details applicable to a particular service shall be confirmed against Ancon's executed order form and supplier agreement before the service is enabled.

<i>Provider</i>	<i>Approved service</i>	<i>Purpose and data</i>	<i>Location and safeguards</i>
OpenAI Ireland Ltd.	ChatGPT Business, ChatGPT Enterprise and the OpenAI API	AI-assisted support, troubleshooting, summarisation and incident analysis. Only the minimum necessary Customer personal data may be submitted.	Processing may occur in the EEA, United States and other locations used by OpenAI and its sub-processors. Restricted transfers must be covered by an adequacy decision, SCCs or another lawful transfer mechanism under OpenAI's DPA.
Anthropic Ireland, Limited	Claude commercial services, including Claude for business or enterprise and the Anthropic API	AI-assisted support, troubleshooting, summarisation and incident analysis. Only the minimum necessary Customer personal data may be submitted.	Processing may occur in the EEA, United States and other locations used by Anthropic and its sub-processors. Restricted transfers must be covered by an adequacy decision, SCCs or another lawful transfer mechanism under Anthropic's DPA.
Google Cloud EMEA Limited	Gemini through Google Workspace, Gemini Enterprise, Vertex AI or paid Gemini API services under an Ancon business agreement	AI-assisted support, troubleshooting, summarisation and incident analysis. Only the minimum necessary Customer personal data may be submitted.	Processing may occur in the EEA and other locations used by Google and its sub-processors. Restricted transfers must be covered by an adequacy decision, SCCs or another lawful transfer mechanism under Google's applicable Cloud Data Processing Addendum.

CONDITIONS OF USE

A provider listed above may be used for Customer personal data only after Ancon has completed and documented its supplier assessment, entered into the applicable data processing terms, configured appropriate administrative and retention controls, and included the provider in the customer-facing sub-processor notification process required by Clause 8.