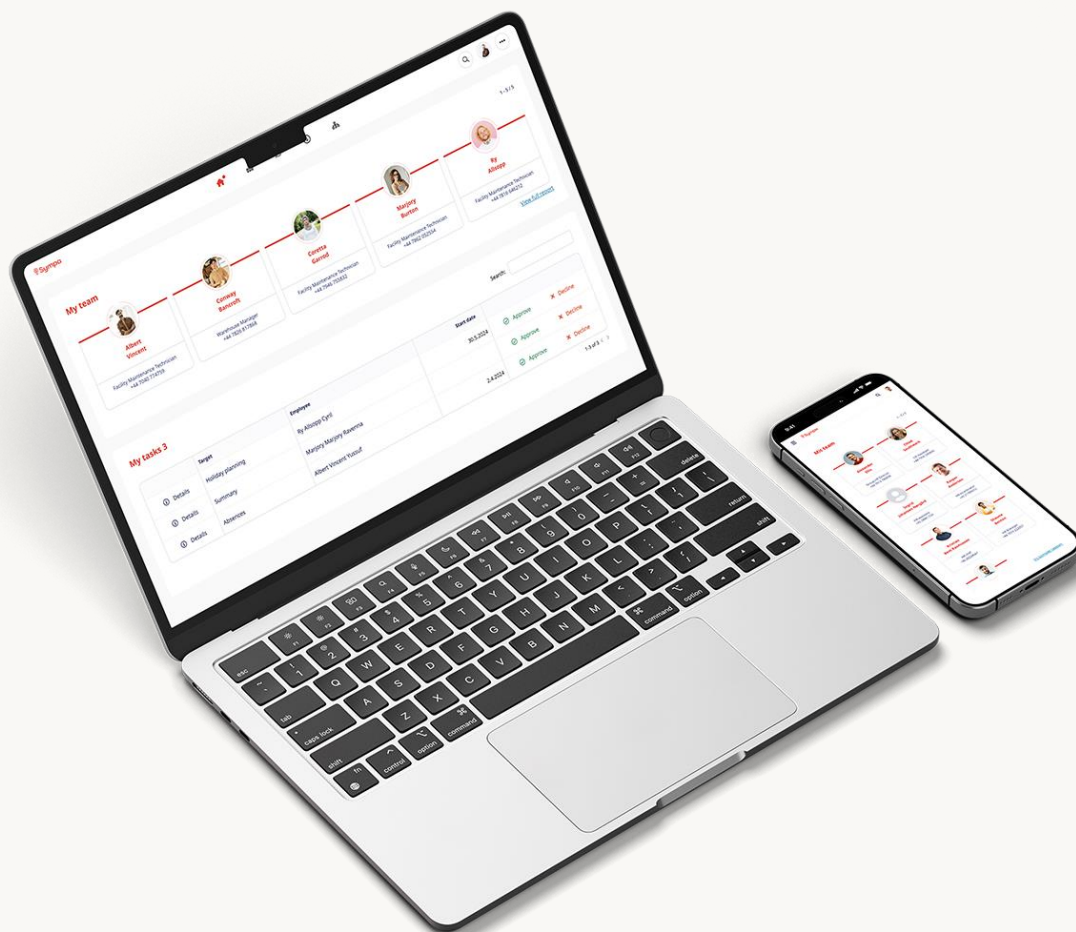




Appendix 5

Sympa Service Description

2025.9



The most-loved HR system in the Nordics

Table of Contents

1	Sympa	3
1.1	Customisable and comprehensive	3
2	Sympa Product	3
2.1	Sympa features	3
2.2	Third-party software (ATS and LMS)	3
2.3	Connectivity	4
2.3.1	Responsibilities	4
2.3.2	ATS APIs (if included in your Agreement)	4
2.4	Single Sign-on	4
3	Sympa Services	5
3.1	Onboarding	5
3.2	Professional Services	5
3.3	Customer Support	5
3.3.1	Support Availability and Service Level Objectives	6
3.3.2	Customer Success Management (CSM)	6
4	Data Privacy, Data Security and GDPR	6
5	Sub-processors and data locations	7
5.1	Sympa's sub-processors and data locations	7
5.2	ATS and LMS sub-processors and data locations (if included in your Agreement)	7
5.2.1	Recruitee ATS and 360Learning LMS	7
5.2.2	Teamtaylor ATS	8
6	Technology	8
6.1	Client-side requirements	8
6.1.1	Global Service with Local Constraints	9
6.2	Software Development	9
6.3	Updates, releases, and maintenance	9
6.3.1	Software updates	9
6.3.2	Releases of new features and taking new features into use	9
6.3.3	Maintenance breaks	10

1 Sympa

Sympa is provided by the Service Provider (Sympa entity), with whom the Customer has signed the Agreement. For reference, Company means Sympa Oy and its subsidiaries.

Sympa is a global, human resources information system that covers the entire employee life cycle in an easy-to-use system. Sympa can be customised to the needs of your organisation and can be extended and modified when needed.

This service description document provides an outline and description of Sympa's most important system properties, support services, and continuity, as well as technology choices. More information about security and data protection can be found in Sympa's TrustCenter: <https://www.sympa.com/about/trust-centre>.

Confidentiality. The service description serves as an example of the service offered and a basis for modelling cooperation. No information included in this document may be disclosed to third parties or utilised for the development purposes of third-party suppliers.

This service description describes the operations of Sympa at the time of documentation. Company reserves the right to further develop its operations and amend the services, technologies, and methods as described in the service agreement.

1.1 Customisable and comprehensive

With Sympa, you can manage your HR processes and personnel data. Sympa helps develop human resource processes in all stages of the employee life cycle. Sympa comes standard with a full range of functionalities, as outlined on sympa.com/product. The Customer can also purchase a variety of services, which would be defined in the Agreement ("Agreement"). Additional functionality may also be made available for purchase from time to time. Sympa can be integrated with other systems and tools, for example, Learning Management or Talent Acquisition platforms. The implementation of these integrations and connectors should be agreed upon by both parties and is subject to what is defined in the scope of the Agreement.

2 Sympa Product

2.1 Sympa features

For an overview of all Sympa features, please refer to sympa.com/product and see our newsletters, support portal and webinars for information about new releases and upcoming functionality.

2.2 Third-party software (ATS and LMS)

If Recuitee ATS module is included in your Agreement:

Recuitee is a 3rd party ATS (Applicant Tracking System) software provided by Tellent. More specific information on Recuitee can be found at support.recuitee.com. The available functionalities in ATS may vary based on the Plan you have chosen for your ATS.

ATS has different user roles, rights, and permissions available at the ATS administrator user's discretion.

ATS releases and roadmap can be followed at recuitee.com/roadmap. Big ATS product changes are communicated via emails and/or the in-app chat service. Help desk articles provide guidance on every update.

The Customer may choose alternative ATS providers upon mutual written agreement.

If Teamtailor ATS module is included in your Agreement:

Teamtailor is a 3rd party ATS (Applicant Tracing System) software provided by Teamtailor AB. More specific information on Teamtailor can be found at <https://support.teamtailor.com/>. The available functionalities in ATS may vary based on the Plan you have chosen for your ATS.

Teamtailor ATS releases and roadmap can be followed at <https://www.teamtailor.com/en/productnews/>.

The Customer may choose alternative ATS providers upon mutual written agreement.

If LMS module is included in your Agreement:

Sympa's LMS (Learning Management System) is powered by 3rd party software provided by 360Learning, a leading European LMS platform. More specific information on 360Learning LMS can be found at 360learning.com/product/learning-management-system.

LMS has different users' roles, rights, and permissions available at the LMS administrator user's discretion although in the version integrated with Sympa, these may be overridden by permissions which are contingent on data provided by the Sympa platform.

LMS releases and roadmap can be followed at support.360learning.com/hc/en-us/articles/360057062591-Roadmap. The production SaaS instance of LMS is updated frequently. The description of the LMS content and scope of each release is maintained in the various sub-pages of support.360learning.com/hc/en-us/sections/360013275452-What-s-new.

The Customer may choose alternative LMS providers upon mutual written agreement.

2.3 Connectivity

Connectivity products are integrations between Sympa and other systems.

2.3.1 Responsibilities

The Service Provider is responsible for producing the material in the agreed format and with the agreed content, targeting the pre-defined integration-specific destination, whether it involves included payroll connectivity or separate connectors. Regarding API integrations, Service Provider is responsible for the preparation of the material in the correct format for the requesting party. If the material provided by integration is changed or added to after a transfer, Service Provider can only be responsible for the original material. The more detailed content of the integrations and the data to be transferred is defined in the integration-specific documentation. The delivery of these integrations may require assistance from a third party, and progress could be delayed depending on their availability and ability to work on the integrations.

The Customer is responsible for any costs related to third-party services they use or request to be integrated to Sympa, and for ensuring that 3rd parties meet agreed timelines and quality standards. ATS and LMS solutions sold through Sympa are exceptions.

2.3.2 ATS APIs (if included in your Agreement)

In addition to Connectors and Sympa's configurable API, ATS also comes with APIs and integration options, separately.

Please note that these third-party APIs and options are provided "as is" by external providers, and we do not control or influence their functionality, performance, or availability. By opting to use any APIs or options, Customer acknowledges and agrees that Company is not responsible or liable for any issues, damages, or losses that may arise from their use. This includes but is not limited to, any disruptions or errors associated with these third-party APIs or options. Sympa can however guide you towards the right resources for the respective providers of these solutions.

2.4 Single Sign-on

When Single Sign-On is used, the user can use the credentials from Customer's directory service to log in to Sympa.

Single Sign-On is based on the OAuth 2.0 standard, using Azure B2C. Single Sign-On requires Customer to have or acquire an authentication server (IdP server) complying with the OAuth 2.0 standard. Supported products are Entra ID, Google G Suite, and Okta. For other products, please consult your Sympa contact person. SSO is set up during the onboarding phase, in collaboration with the Customer's IT department.

Both SSO and Manual login authentications can be used at the same time.

3 Sympa Services

3.1 Onboarding

Onboarding is the provisioning of the Sympa system for the Customer. Depending on the scope of the Agreement this may be done in several phases according to Sympa's onboarding methodology. This is described in the Onboarding Scope document attached to the Service Agreement. Sympa Services then help configuring the system based on Customer-provided information and load it with the agreed data. Onboarding services are offered as supported self-service or with consultancy depending on the Agreement.

Our customer onboarding process uses the trusted project management tool Asana. It guides the customer through the implementation and stores all essential project steps and materials. Asana exclusively captures and retains only two essential pieces of information about the customer's project personnel using Asana: the person's name and email address. All personal data is stored in data centres located in the EU.

Service Provider will act as a data controller when personal data is processed in Asana, Hubspot, Surveypal and Livestorm (video trainings). Applicable data protection notice can be found here: www.sympa.com/privacy-policy.

3.2 Professional Services

After the onboarding the customer can utilise Sympa's Professional Services for separately agreed tasks which include but are not limited to:

- Planning and consultation regarding system content
- Editing system content
- Additional configuration
- Adding new integrations
- Changes to existing integrations
- Customer HR process consultation
- Data imports to the system

Data can be imported into the system in batches using Excel. Data imports can be used for e.g., quick updates of extensive organisational changes. Data imports are carried out by the Service Provider.

The customer is separately provided with information on the content, scheduling, and billable professional services.

3.3 Customer Support

After the implementation project, Customer's named contacts can access support resources for using Sympa. The support service provides a central point of contact for dealing with all questions, tasks, and problems related to Sympa. The support service is available for Sympa, LMS, and Sympa-provided connectors between Sympa and other systems. Sympa offers a support portal through which the customer can submit tickets and also provides access to a knowledge base, helpful guides, and other materials.

If ATS module is included in your Agreement:

For ATS users, in-app chat support built-in in the ATS functionalities is offered.

3.3.1 Support Availability and Service Level Objectives

Sympa's Support Portal is available 24/7. Tickets are responded to on weekdays between 7.00 and 17.00 CET, national holidays excluded. The service is available in English, Finnish, Swedish and Danish. Support availability via phone is as follows:

Language	Number	Business Hours
Finnish	+358 9 4245 0255	10–15 EET
Swedish	+46 108 848 006	10–14 CET
Danish	+45 787 62 525	10–14 CET
English	All the above	10–14 CET

Sympa's support services are delivered according to the following Service Level Objectives:

Classification	Definition	Time to first response (Business Hours)
Severity 1	The problem prevents the use of the Service.	2
Severity 2	The problem does not prevent the use of the Service, but it prevents the Customer from fulfilling some important tasks.	6
Severity 3	The problem does not affect the normal use of the Service, or there is a practical way to circumvent the problem.	6

3.3.2 Customer Success Management (CSM)

The customer will have access to the CSM service which will serve as the Customer's primary account contact for the services during local Regional Business Hours. CSM services include account management and lifecycle planning for the Customer's Sympa solution, optimising the usage of its service in cooperation with the Customer, and newsletters, guides, and webinar content.

4 Data Privacy, Data Security and GDPR

Company is committed to processing this information carefully and in accordance with the GDPR. Furthermore, Company's information security policy sets out guidelines that adhere to the requirements for data security defined in the GDPR.

A separate attachment concerning data protection terms and conditions (DPA) is attached to the Service Agreement. It defines the roles, rights and responsibilities of the parties as required by the GDPR.

Next to this, you can find extensive additional security, privacy, and GDPR information on Sympa's Trust centre at <https://www.sympa.com/about/trust-centre>.

If the Customer has questions concerning data protection, the Customer may contact Company's Data Protection Officer: dpo@sympa.com.

5 Sub-processors and data locations

5.1 Sympa's sub-processors and data locations

Function	Hosting provider	Entity names	Physical location	Additional information / Security and Privacy descriptions
Primary hosting location	Microsoft Azure	Microsoft Ireland Operations Limited	Netherlands (Azure West Europe)	https://www.microsoft.com/en-us/trustcenter/cloudservices/azure Customer data (data that which customer uploads to the service)
Secondary hosting location	Microsoft Azure	Microsoft Ireland Operations Limited	Ireland	https://www.microsoft.com/en-us/trustcenter/cloudservices/azure In case of disaster recovery case customer data is replicated to the secondary location
Off-site backups	Amazon AWS	Amazon Web Services EMEA SARL	Ireland (eu-west-1)	https://aws.amazon.com/security/ Alternative location for off-site backups. No active processing takes place. Used only in case of disaster recovery.
Integrations (optional)	MuleSoft Inc. Amazon AWS	Mulesoft CloudHub (Anypoint Platform) Amazon Web Services EMEA SARL	EU (Ireland) Ireland (eu-west-1)	https://www.mulesoft.com/trust-center https://aws.amazon.com/security/ Integrations runtime hosted by Mulesoft CloudHub (Anypoint Platform) and integrations temporary storage in AWS. Enables the integrations between different third-party systems and Sympa opted by Customer. Through integrations, customer data flows from/to Sympa and third-party systems.
24/7 Service monitoring and Cloud Infrastructure support service	Elisa Managed Cloud	Elisa Oyj	Finland	https://elisa.com/ Provides 24/7 managed cloud services and in controlled situations (e.g. possible incident situations) access to Sympa's databases can be granted.
24/7 Security Operations Center	Elisa Cybersecurity	Elisa Oyj	Finland	https://elisa.com/corporate/ Provides 24/7 data security services (SOC/SIEM) and processes system logs which may in certain cases contain personal data (IP address, user name)
Email provider	Mailjet	Mailjet SAS	Germany, Belgium	https://www.mailjet.com/ Used to send email messages to the customers (contains email addresses).

5.2 ATS and LMS sub-processors and data locations (if included in your Agreement)

5.2.1 Recrutee ATS and 360Learning LMS

Function	Hosting provider	Entity names	Physical location	Additional information / Security and Privacy descriptions
ATS (Recruitee) Main infrastructure More about Recruitee (https://recruitee.com/security-privacy)	Google Cloud Platform	Google Ireland Limited and its sub-processors	Frankfurt (europa-west3)	https://cloud.google.com/terms/subprocessors
ATS (Recruitee) File storage	Amazon AWS	Amazon Web Services EMEA SARL and its sub-processors	Frankfurt (eu-central-1)	https://aws.amazon.com/security/
ATS (Recruitee) Video technology	Ziggeo (Amazon AWS)	Ziggeo, Inc. and its sub-processors	Ireland (eu-west-1)	https://ziggeo.com/privacy https://aws.amazon.com/security/
ATS (Recruitee) Document parsing into machine-readable data	Textkernel (no storage or data at rest)	Textkernel B.V. and its sub-processors	Amsterdam (no storage or data at rest)	https://www.textkernel.com/data-privacy-and-security-at-textkernel/
LMS (360Learning) Main Hosting	Microsoft (Azure)	Microsoft	France	https://learn.microsoft.com/en-us/azure/compliance/offerings/offering-eu-cloud-coc Last Name, First Name, Email, Employment, Photo, Login, Usage Stats, and in general, all data processed in the context of the services.

5.2.2 Teamtailor ATS

Sub-processors and data locations for Teamtailor ATS are found here:

<https://support.teamtailor.com/en/articles/4723968-list-of-sub-processors-for-customers-using-our-eu-region>.

6 Technology

The service is delivered as SaaS (Software as a Service), using a multitenant environment. Company is responsible for information security, service availability, system performance, control, data backups, and recovery from possible errors. Monitoring for availability and security is performed 24/7 by third-party vendors.

Our cloud infrastructure utilises SaaS, PaaS and IaaS components provided by the hosting platform provider. Zone redundancy and geo-replication are enabled for critical system parts to ensure availability and redundancy.

Sympa implements a strong encryption policy and mechanism to prevent any unauthorized access to customers' personal data. All data in transit and at rest is encrypted. All encryption keys to customers' personal data are created, held, and controlled by the Company under the BYOK (Bring Your Own Key) model. Cloud provider (Microsoft) or governmental authorities cannot access the personal data or the encryption keys, as Company control them using BYOK.

Personal data stored in Microsoft Azure is configured to remain within Microsoft's EU Data Boundary, meaning all processing is conducted within the EU/EEA.

6.1 Client-side requirements

Sympa is fully browser-based. No separate browser plugins or client applications are needed. Cookies and JavaScript must be enabled in the browser. Functionality is tested with the most common browsers, such as Edge, Chrome, Firefox, and Safari. Tests are performed with the latest desktop versions and patches (there are exceptions to this when previous versions are still widely in use and supported by their vendors).

6.1.1 Global Service with Local Constraints

Some jurisdictions may have stringent internet policies, including governmental firewalls or censorship laws, that could impede access to our Service. These restrictions are beyond our control and may vary significantly between different countries and regions. In such cases, we cannot guarantee that our HR SaaS platform will be available, or function as intended in areas where such restrictions are in place. We are committed to ensuring high availability, but local regulations may affect Service accessibility.

It is the responsibility of the Customer, to ensure that the use of the Service complies with all applicable local laws and regulations applied to the Customer. We encourage due diligence to ascertain the permissibility and potential limitations of using cloud-based Service in your jurisdiction. For example, the Customer is responsible for ensuring that the use of a VPN service is permissible under your local laws. We encourage you to stay informed about the legalities of VPN usage in your region.

Service Provider shall not be liable for service unavailability, or any disruption caused by local legal restrictions. By utilising our Service, you acknowledge and accept the potential risks associated with variable internet and legal environments across different regions.

6.2 Software Development

The development work of Sympa is done by Company's employees in Finland together with well-known reputable partners located in the EU. All software code created or amended during the development process is being reviewed as part of our Software Development process. Agile methodologies are used, and the process is constantly being reviewed and improved.

For quality assurance, there is a separate group of testing specialists ensuring the quality of the changes. In addition to this, code reviews, unit testing, automated testing, and performance testing are used. Code scanning as well as security vulnerability scanning tools are being run against the code base, and findings are reviewed and fixed by the development teams.

6.3 Updates, releases, and maintenance

It is important to make a distinction between updates (of the software) and releases (of new features). Information about updates, releases and new features is shared in the support portal as well as in newsletters and webinars.

6.3.1 Software updates

Sympa is a SaaS product, and Company is responsible for updating the Sympa software. The software updates can contain new or updated features, corrections of software errors (bug fixes), or technical changes not visible to the users. There is no customer actions related to software updates. Updates are included in the SaaS fee. The updates are mandatory. The updates usually do not cause any maintenance breaks.

6.3.2 Releases of new features and taking new features into use

The software releases can contain changes and/or new features to Sympa. New feature additions and changes may not be applicable to your Agreement in all cases. There are two options as to how a new feature is enabled: either by the Customer's system administrator or by request from the Sympa support service, depending on the feature in question. In both cases, the customer may usually decide on the actual schedule.

If the service and end-user experience are directly affected by the update, and the customer can't directly decide the schedule for the change, the update is informed in a timely manner.

Information about the updates and new features is delivered by email to the Customer's contact persons and/or in the support portal as well as presented during Sympa webinars.

6.3.3 Maintenance breaks

In general, updates and releases are done without affecting the availability of Sympa.

If an update is known to require service downtime, the customer is informed about the downtime in advance. Updates are carried out outside (European) business hours or on weekends. This also applies to other scheduled maintenance breaks.