Standard Contractual Clauses

For the purposes of Article 28(3) of Regulation 2016/679 (the GDPR)

between

Customer, cf. the Agreement

(the data controller)

and

EG Danmark A/S
Lautrupvang 24
2750 Ballerup
Danmark
CVR nr. 8466 7811

(the data processor)

each a ‘party’; together ‘the parties’

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to meet the requirements of the GDPR and to ensure the protection of the rights of the data subject.

1. Table of Contents

2. Preamble

1. These Contractual Clauses (the Clauses) set out the data processor's rights and obligations when carrying out processing of personal data on behalf of the data controller.

2. The Clauses have been designed to ensure the parties' compliance with Article 28(3) of Regulation 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).

3. In connection with the delivery of EG Lex247, the data processor processes personal data on behalf of the data controller in accordance with these Clauses.

4. The Clauses shall take priority over any similar provisions contained in other agreements between the parties.

5. Four appendices are attached to the Clauses and form an integral part of the Clauses.

6. Appendix A contains details about the processing of personal data, including the purpose and nature of the processing, type of personal data, categories of data subject and duration of the processing.

7. Appendix B contains the data controller's conditions for the data processor's use of sub-processors and a list of sub-processors authorised by the data controller.

8. Appendix C contains the data controller's instructions with regards to the processing of personal data, the minimum security measures to be implemented by the data processor and how audits of the data processor and any sub-processors are to be performed.

9. Appendix D contains provisions for other activities which are not covered by the Clauses.

10. The Clauses along with appendices shall be retained in writing, including electronically, by both parties.

11. The Clauses shall not exempt the data processor from obligations to which the data processor is subject pursuant to the General Data Protection Regulation (the GDPR) or other legislation.

3. The rights and obligations of the data controller

1. The data controller is responsible for ensuring that the processing of personal data takes place in compliance with the GDPR (see Article 24 GDPR), the applicable EU or Member State[1] data protection provisions and the Clauses.

2. The data controller has the right and obligation to make decisions about the purposes and means of the processing of personal data.

3. The data controller is responsible, among other things, for ensuring that there is a legal basis for the processing of personal data that the data processor is instructed to carry out.

4. The data processor acts according to instructions

1. The data processor may only process personal data on documented instructions from the data controller, unless required to do so under EU law or the national law of a Member State to which the data processor is subject. Such instructions shall be specified in Appendices A and C. Subsequent instructions may also be given by the data controller while personal data is being processed, but such instructions must always be documented and kept in writing, including electronically, together with these Clauses.

2. The data processor shall immediately notify the data controller if, in the data processor's opinion, an instruction infringes this Regulation or data protection provisions in other EU law or the national law of Member States.

5. Confidentiality

1. The data processor may only grant access to personal data being processed on behalf of the data controller to persons who are subject to the data processor's authority, who have committed themselves to confidentiality or are subject to an appropriate statutory duty of confidentiality, and only to the extent necessary. The list of persons granted access shall be regularly reviewed. On the basis of this review, access to personal data may be withdrawn if access is no longer necessary, and the personal data shall no longer be accessible to those persons.

2. At the request of the data controller, the data processor shall be able to demonstrate that the relevant persons subject to the data processor's authority are subject to the above-mentioned duty of confidentiality.

6. Security of processing

1. Article 32 of the General Data Protection Regulation provides that the data controller and the data processor, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and alvor for fysiske

1 References to "Member State" in these Clauses shall be understood as a reference to "EEA Member States".

personers rettigheder og frihedsrettigheder, gennemfører passende tekniske og organisatoriske foranstaltninger for at sikre et beskyttelsesniveau, der passer til disse risici.

The data controller shall assess the risks to the rights and freedoms of natural persons posed by the processing and implement measures to mitigate those risks. Depending on their relevance, these may include:

a. pseudonymisation and encryption of personal data

b. the ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services

c. the ability to restore the availability of and access to personal data in a timely manner in the event of a physical or technical incident

d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of processing.

2. Pursuant to Article 32 of the Regulation, the data processor shall also – independently of the data controller – assess the risks to the rights and freedoms of natural persons posed by the processing and implement measures to mitigate those risks. For the purpose of this assessment, the data controller shall make the necessary information available to the data processor to enable the data processor to identify and assess such risks.

3. In addition, the data processor shall assist the data controller with the data controller's compliance with the data controller's obligation under Article 32 of the Regulation, by, inter alia, providing the data controller with the necessary information regarding the technical and organisational security measures already implemented by the data processor pursuant to Article 32 of the Regulation, and all other information necessary for the data controller's compliance with its obligation under Article 32 of the Regulation.

   If addressing the identified risks – in the data controller's assessment – requires the implementation of additional measures beyond those already implemented by the data processor, the data controller shall specify the additional measures to be implemented in Appendix C.

7. Use of sub-processors

1. The data processor shall meet the conditions referred to in Article 28(2) and (4) of the General Data Protection Regulation in order to engage another processor (a sub-processor).

2. The data processor may therefore not engage a sub-processor for the fulfilment of these Clauses without the prior general written authorisation of the data controller.

3. The data processor has the data controller's general authorisation to use sub-processors. The data processor shall notify the data controller in writing of any intended changes regarding the addition or replacement of sub-processors with at least 30 days' notice, thereby giving the data controller the

opportunity to object to such changes before the engagement of the sub-processor(s) in question. A longer notice period for notification in connection with specific processing activities may be specified in Appendix B. The list of sub-processors already approved by the data controller is set out in Appendix B.

4. Wheree the data processor engages a sub-processor in connection with carrying out specific processing activities on behalf of the data controller, the data processor shall, by way of a contract or other legal act under EU or Member State law, impose on the sub-processor the same data protection obligations as those set out in these Clauses, in particular providing sufficient guarantees that the sub-processor will implement technical and organisational measures in such a manner that the processing meets the requirements of these Clauses and the General Data Protection Regulation.

   The data processor is therefore responsible for requiring that the sub-processor at a minimum complies with the data processor's obligations under these Clauses and the General Data Protection Regulation.

5. The sub-processor agreement(s) and any subsequent amendments thereto shall, at the request of the data controller, be sent in copy to the data controller, who thereby has the opportunity to ensure that equivalent data protection obligations as those resulting from these Clauses are imposed on the sub-processor. Provisions on commercial terms that do not affect the data protection content of the sub-processor agreement shall not be sent to the data controller.

6. The data processor shall include the data controller as a third-party beneficiary in its agreement with the sub-processor in the event of the data processor's insolvency, so that the data controller may take over the data processor's rights and enforce them against the sub-processors, for example enabling the data controller to instruct the sub-processor to delete or return the personal data.

7. If the sub-processor does not fulfil its data protection obligations, the data processor shall remain fully liable to the data controller for the fulfilment of the sub-processor's obligations. This does not affect the rights of data subjects under the General Data Protection Regulation, in particular under Articles 79 and 82 of the Regulation, against the data controller and the data processor, including the sub-processor.

8. Transfer to third countries or international organisations

1. Any transfer of personal data to third countries or international organisations may only be carried out by the data processor on the basis of documented instructions from the data controller and must always be carried out in accordance with Chapter V of the General Data Protection Regulation.

2. If the transfer of personal data to third countries or international organisations that the data processor has not been instructed by the data controller to carry out is required under EU law or the national law of a Member State to which the data processor is subject, the data processor shall notify the data controller of this legal requirement prior to processing, unless that law prohibits such notification on grounds of public interest.

3. Without documented instructions from the data controller, the data processor may therefore not within the framework of these Clauses:

    a. transfer personal data to a controller or processor in a third country or to an international organisation
    b. entrust the processing of personal data to a sub-processor in a third country
    c. process the personal data in a third country

4. The data controller's instructions regarding the transfer of personal data to a third country, including any transfer basis under Chapter V of the General Data Protection Regulation on which the transfer is based, shall be specified in Appendix C.6.

5. These Clauses shall not be confused with standard contractual clauses as referred to in Article 46(2)(c) and (d) of the General Data Protection Regulation, and these Clauses cannot constitute a basis for the transfer of personal data as referred to in Chapter V of the General Data Protection Regulation.

9. Assistance to the data controller

1. The data processor shall, taking into account the nature of the processing, assist the data controller as far as possible with appropriate technical and organisational measures in fulfilling the data controller's obligation to respond to requests for the exercise of data subjects' rights as laid down in Chapter III of the General Data Protection Regulation.

    This means that the data processor shall, as far as possible, assist the data controller in ensuring compliance with:

    a. the obligation to provide information when collecting personal data from the data subject
    b. the obligation to provide information wheree personal data have not been obtained from the data subject
    c. the right of access
    d. the right to rectification

e. retten til sletning (”retten til at blive glemt”)
f. the right to restriction of processing
g. the notification obligation in connection with rectification or erasure of personal data or restriction of processing
h. the right to data portability
i. the right to object
j. the right not to be subject to a decision based solely on automated processing, including profiling

2. In addition to the data processor’s obligation to assist the data controller pursuant to Clause 6.3., the data processor shall also, taking into account the nature of the processing and the information available to the data processor, assist the data controller with:

   a. the data controller’s obligation to notify personal data breaches to the competent supervisory authority, the Danish Data Protection Agency, without undue delay and, wheree feasible, not later than 72 hours after having become aware thereof, unless it is unlikely that the personal data breach is likely to result in a risk to the rights and freedoms of natural persons

   b. the data controller’s obligation to communicate personal data breaches to the data subject without undue delay wheree the breach is likely to result in a high risk to the rights and freedoms of natural persons

   c. the data controller’s obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment) prior to the processing

   d. the data controller’s obligation to consult the competent supervisory authority, the Danish Data Protection Agency, prior to processing wheree a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the data controller to mitigate the risk.

3. The parties shall specify in Appendix C the necessary technical and organisational measures by which the data processor shall assist the data controller, and the scope and extent of this assistance. This applies to the obligations following from Clauses 9.1. and 9.2.

10. Notification of personal data breach

1. The data processor shall notify the data controller without undue delay after becoming aware of a personal data breach.

2. The data processor’s notification to the data controller shall, wheree possible, take place no later than 48 hours after the data processor has become aware of the breach, so that the data controller can comply with its obligation to notify the personal data breach to the competent supervisory authority, cf. Article 33 of the General Data Protection Regulation.

3. In accordance with Clause 9.2.a, the data processor shall assist the data controller in notifying the breach to the competent supervisory authority. This means that the data processor shall assist in providing the following information, which pursuant to Article 33(3) must appear in the data controller's notification of the breach to the competent supervisory authority:

    a. the nature of the personal data breach including, wheree possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned

    b. the likely consequences of the personal data breach

    c. the measures taken or proposed to be taken by the data controller to address the personal data breach, including, wheree appropriate, measures to mitigate its possible adverse effects.

4. The parties shall specify in Appendix C the information the data processor must provide in connection with its assistance to the data controller in the data controller's obligation to notify personal data breaches to the competent supervisory authority.

11. Erasure and return of data

1. Upon termination of the personal data processing services, the data processor is obliged to delete all personal data processed on behalf of the data controller and to confirm to the data controller that the data has been deleted.

12. Audit and inspection

1. The data processor shall make available to the data controller all information necessary to demonstrate compliance with Article 28 of the General Data Protection Regulation and these Clauses, and shall allow for and contribute to audits, including inspections, conducted by the data controller or another auditor authorised by the data controller.

2. The procedures for the data controller's audits, including inspections, with the data processor and sub-processors are further described in Appendix C.7.

3. The data processor is obliged to grant supervisory authorities, which under applicable legislation have access to the data controller's or the data processor's facilities, or representatives acting on behalf of the supervisory authority, access to the data processor's physical facilities upon presentation of appropriate identification.

13. The parties' agreement on other matters

1. The parties may agree on other provisions regarding the personal data processing service, e.g. regarding liability, provided that such other provisions do not directly or indirectly derogate from the Clauses or prejudice the fundamental rights and freedoms of data subjects as guaranteed by the General Data Protection Regulation.

14. Commencement and termination

1. The Clauses shall enter into force on the date of signature by both parties.

2. Either party may require these Clauses to be renegotiated if changes in the law or deficiencies in the Clauses give rise to such renegotiation.

3. The Clauses shall remain in force for as long as the personal data processing service lasts. During this period, the Clauses cannot be terminated unless other provisions governing the delivery of the personal data processing service are agreed between the parties.

4. If the delivery of the personal data processing services ceases and the personal data has been deleted or returned to the data controller in accordance with Clause 11.1 and Appendix C.4, the Clauses may be terminated with written notice by either party.

5. Signature

On behalf of the data controller

Name
Title
Phone number
E-mail
Signature Date

On behalf of the data processor

Name
Title
Phone number
E-mail
Signature Date

15. Data controller and data processor contacts/contact points

1. The parties may contact each other via the contact persons listed below.

2. The parties are obliged to continuously inform each other of any changes regarding contact persons.

On behalf of the data controller

Name
Title
Phone number
E-mail

On behalf of the data processor

Name Data Protection Office
Title
Phone number
E-mail agreement@eg.dk

Appendix A Information about the processing

A.1. The purpose of the data processor's processing of personal data on behalf of the data controller

The Clauses have been entered into as part of or by reference to the parties having agreed on one or more deliveries of IT services from the data processor to the data controller (the Agreement).

A.2. The data processor's processing of personal data on behalf of the data controller mainly concerns (the nature of the processing)

When the data processor delivers IT services to the data controller, personal data is processed in accordance with the purposes necessary to deliver the services set out in the Agreement, including storage, collection, registration, organisation, combination, deletion, archiving, etc.

A.3. The processing includes the following types of personal data about data subjects:

Ordinary personal data (cf. Article 6 of the General Data Protection Regulation):
☒ Name
☒ Address
☒ E-mail
☒ Phone number
☒ Nationality
☒ Date of birth
☒ Køn
☒ Civil status
☒ Titlesbetegnelse
☐ Employee ID
☐ Bank details
☒ Images
☐ IP and cookie information
☒ Other common personal information

Sensitive personal information (cf. General Data Protection Regulation Art. 9):
☒ Racial or ethnic origin
☒ Political opinions
☒ Religious beliefs
☒ Philosophical beliefs
☒ Trade union membership
☒ Genetic data
☒ Biometric data
☒ Health data, including abuse of medicine, narcotics, alcohol, etc.
☒ A natural person's sex life or sexual orientation

Personal data relating to criminal convictions and offenses (cf. General Data Protection Regulation Art. 10):

☒ Criminal convictions
☒ Criminal offences

Information regarding personal identification number

☒ Personal identification number

A.4. Processing includes the following categories of data subject:

☒ Employees
☒ Users, Patients, Citizens, Customers, Clients or similar
☒ Children (0–12 years)
☒ Young people (13–18 years)
☒ Relatives
☒ Partners
☒ Others

A.5. The data processor's processing of personal data on behalf of the data controller may begin after these Clauses have entered into force. The processing has the following duration

The processing is not time-limited and lasts as long as it is relevant for the data processor's performance of the agreed tasks and compliance with obligations towards the data controller under the Agreement.

Appendix B Authorised sub-processors

B.1. Approved sub-processors

Upon entry into force of the Clauses, the data controller has approved the use of the sub-processors listed in the sub-processor list in the document: "EG Lex247 – Sub-processors".

The document including the list of sub-processors is available here
https://egsoftware.com/documents/eg-lex247-sub-processor-en

B.2. Prior notice for the authorisation of sub-processors

Pursuant to Clause 7.3 of the Clauses, the data processor has the data controller's general authorisation to use and replace sub-processors. The data processor shall notify the data controller by e-mail or other written means, e.g. via a digital notification system of the data processor (and/or the data processor's sub-processors), of any intended changes regarding the addition or replacement of sub-processors with at least 30 days' notice, thereby giving the data controller the opportunity to object to such changes before the engagement of the sub-processor(s) in question.

B.3. Approved sub-processors with special terms

The data processor warrants the services of any sub-processors in the same manner as if they were the data processor's own services.

If the data processor, in fulfilling the Agreement, uses services from sub-processors for whom terms other than those set out in the Agreement apply, such other terms will be included in the sub-processor overview "EG Lex247 – Sub-processors" cf. Appendix B, item B.1.
These will terms apply in the relationship between the data controller and the data processor as regards the processing done by the sub-processor.

Appendix C Instruction pertaining to the use of personal data

C.1. Subject matter/instructions for the processing

The data processor's processing of personal data on behalf of the data controller takes place by the data processor carrying out the following:

Any processing necessary for the data processor to fulfil the obligations set out in the parties' agreement. Accordingly, the following processing activities are covered by the Clauses: Implementation, operation, support, testing and maintenance of the Service. In this connection, the data controller accepts that transfer of personal data from the production environment to the test environment may occur.

Customer-specific and free-text fields

The data controller accepts that no other personal data are specified in connection with customer-specific and free text fields than those set out in Appendix A. If the data controller sets out other personal data than those specified in Appendix A, the data controller shall immediately notify the data processor thereof and update the instruction in the Clauses.

C.2. Security of processing

The level of security shall reflect:

The data processor implements appropriate technical and organizational measures to ensure a level of security appropriate to the risks associated with the processing activities that the data processor performs for the data controller.

The technical and organisational measures shall be determined taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of the processing, and the risks of varying likelihood and severity for the rights and freedoms of natural persons.

In assessing the appropriate level of security, particular account shall be taken of the risks posed by processing, in particular in the event of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to personal data transmitted, stored or otherwise processed.

The data processor is then entitled and obliged to make decisions about which technical and organizational security measures must be implemented in order to establish the necessary (and agreed) level of security.

C.3. Assistance to the data controller

The data processor shall insofar as this is possible – within the scope and the extent of the assistance specified below – assist the data controller in accordance with Clause 9.1. and 9.2. by implementing the following technical and organisational measures:

At the data controller's specific request, the data processor shall, taking into account the nature of the processing, assist the data controller as far as possible with appropriate technical and organisational measures in fulfilling the data controller's obligation to respond to requests for the exercise of data subjects' rights as laid down in data protection legislation.

If a data subject submits a request for the exercise of his rights to the data processor, the data processor shall notify the data controller without undue delay.

Taking into account the nature of the processing and the information available to the data processor, the data processor shall, upon specific request, also assist the data controller in ensuring compliance with the data controller's obligations regarding:

- Implementation of appropriate technical and organisational measures
- Security breaches
- Notification of personal data breach to the data subject
- Carrying out impact assessments
- Prior consultations with supervisory authorities

C.4. Storage period/erasure procedures

Upon termination of the service regarding processing of personal data, the data processor shall either delete or return the personal data in accordance with Clause 11.1, unless otherwise specifically agreed between the parties.

C.5. Location of processing

Further details regarding the processing locations of the data processor and its sub-processors may be obtained by contacting the data processor. The information may be provided to the extent that disclosure can be made without security risks, in the data processor's assessment. In such cases, only information on the country and city of the processing location will in principle be provided.

C.6. Instruction on the transfer of personal data to third countries

The data processor has the right to use sub-processors located in third countries to fulfil the data processor's obligations towards the data controller.

The use of sub-processors in third countries may only take place if (i) the transfer is based on a European Commission adequacy decision, including e.g. that the third country in question has an adequate level of protection, (ii) the transfer is subject to appropriate safeguards, such as the European Commission's Standard Contractual Clauses, or iii) the transfer is covered by relevant binding corporate rules. If the transfer basis used requires the data controller to be a direct party to the transfer basis, the data processor shall be deemed authorised to enter into this on behalf of the data controller. The data processor is entitled to transfer this authorisation to sub-processors so that sub-processors can establish and enter into a valid transfer basis on behalf of the data controller.

Appendix B, Clause B.1, includes a specification of the sub-processors in third countries approved by the data controller, and which sub-processors the data processor is thus entitled to transfer personal data to when the Clauses come into force.

The data processor is authorised by the data controller to agree to changes to the EU Standard Contractual Clauses attached to the Agreement. This may occur as a result of changes in data protection legislation, including new Standard Contractual Clauses from the EU. Any changes will only be implemented in accordance with the EU rules on the use of EU Standard Contractual Clauses as applicable from time to time. The version of the EU Standard Contractual Clauses in force at any given time may be provided by the data processor upon request from the data controller or the data subject.

If the data controller does not in the Clauses or subsequently provide documented instructions pertaining to the transfer of personal data to a third country, the data processor shall not be entitled within the framework of the Clauses to perform such transfer.

The parties agree to follow the process set out in Appendix B items B.2 and B.3 regarding the addition or replacement of sub-processors in third countries. The data controller's instructions thus also cover the transfer

of personal data to new sub-processors in third countries engaged by the data processor during the term of the Clauses in accordance with the process set out in Appendix B items B.2 and B.3 and this item C.6.

C.7. Procedures for the data controller's audits, including inspections, of the processing of personal data being performed by the data processor

The data processor shall annually, at its own expense, obtain an audit report of the ISAE 3402 or ISAE 3000 type, or equivalent, from an independent third party regarding the data processor's compliance with the General Data Protection Regulation, data protection provisions in other EU law or the national law of Member States, data protection provisions and the Clauses.

The data processor shall make available to the data controller all information necessary to demonstrate compliance with the requirements of the Clauses. The data processor hereby provides the opportunity for and contributes to audits, including inspections carried out by the data controller or another auditor authorized by the data controller.

If an audit is performed by someone other than the data controller himself, this other auditor must be independent and non-competitive with the data processor and otherwise be subject to a duty of confidentiality and secrecy either as a result of law or as a result of a confidentiality agreement on which the data controller can support the direct auditor in question directly.

The data processor shall immediately notify the data controller if, in the data processor's opinion, an instruction to make information available or to allow audits and inspections is in breach of the General Data Protection Regulation or data protection provisions in other EU law or national law.

The data controller shall reimburse the data processor's time and costs in connection with audits (e.g. physical inspections, written information collection and completion of questionnaires), and unless the parties agree otherwise, the data processor's contribution to audits shall be charged based on time spent and materials used, cf. Appendix D.

C.8 Procedures for the data processor's audits, including inspections, of the processing of personal data being performed by the sub data processor.

The data processor or a representative of the data processor shall supervise sub-processors based on the specific processing carried out by the sub-processor in order to establish the sub-processor's compliance with the General Data Protection Regulation, data protection provisions in other EU law or the national law of Member States, data protection provisions and the Clauses.

Upon the data controller's written request, the data processor may forward documentation of supervision carried out with relevant sub-processors.

Appendix D The parties' terms of agreement on other subjects

D.0. Modifications of the Clauses

Clause 14.5
As the Clauses are entered into as an appendix to the parties' Agreement, this document is not signed separately between the parties.

Clause 15
The parties' contact persons pursuant to Clause 15 of the Clauses are further specified in the Agreement.

D.1. Deviations from the Clauses

Section 7.6
The parties have agreed the following exception from the Clauses section 7.6, which is not applicable to the Clauses.

Section 7.6 has the following wording:

> *The data processor shall include the data controller as a third-party beneficiary in its agreement with the sub-processor in the event of the data processor's insolvency, so that the data controller may take over the data processor's rights and enforce them against the sub-processors, for example enabling the data controller to instruct the sub-processor to delete or return the personal data.*

D.2. Payable service

The data processor is entitled to separate payment for services covered by: Clause 9 (Assistance to the data controller), Clause 10 (Notification of personal data breach) and participation in audits pursuant to Clause 12 (Audit and inspections), cf. Appendix C, item C7 (Procedures for the data controller's audits, including inspections, of the processing of personal data entrusted to processors) and Appendix C, item C.3, unless otherwise expressly agreed.

If the data processor's work on handling security breaches in relation to Clauses 9.2.a and 9.2.b of the Clauses is due to a breach by the data processor, the data processor shall not be entitled to payment for this work.

Prior to commencing tasks, the data processor's estimated fee must be approved by the data controller. However, this does not apply if the nature of the task requires the data processor to act immediately. In such situations, the data processor shall obtain the data controller's written approval of the estimated fee for the task as soon as possible thereinafter. If the work on performing the tasks exceeds the approved estimate, the data processor shall immediately notify the data controller, including an explanation of the reason for exceeding the estimated fee.