DATA PROCESSING ADDENDUM

This Data Processing Addendum (the "DPA") forms part of Telia Bedriftsavtale or other written or electronic agreement between the Parties for the purchase of telecommunication services, and regulates any processing of personal data by Telia as a data processor on behalf of the Customer, unless otherwise agreed in writing between the Parties.

1   Background

Telia Norge AS, org.nr. 981 929 055, Sandakerveien 140, 0484 Oslo, (hereinafter referred to as "**Data Processor**") is providing services and goods ("Services") to the Customer (hereinafter referred to as "**Data Controller**") under a service agreement ("Agreement"). Data Controller and Data Processor are hereinafter jointly referred to as "Parties" and individually as a "Party".

In connection with the provision of the Services, Data Processor will process Personal Data related to Data Controller's customers, employees or other persons.

The purpose of this DPA is to ensure the protection and security of Personal Data where Data Processor on behalf of Data Controller is processing Personal Data for which Data Controller is controller in accordance with Applicable Data Protection Laws.

2   Definitions

"Agreement" shall mean the agreement *Telia Business Agreement* or other written or electronic agreement between the Parties regarding telecommunication services under which Data Processor Process Personal Data on behalf of Data Controller. The Agreement also includes any additional new or developed services with reference to the Agreement to which this DPA forms an integrated part.

"Applicable Data Protection Laws" shall mean any applicable law relating to data protection and security, including without limitation EU Data Protection Directive 95/46/EC, Directive on privacy in electronic communications 2002/58/EC, General Data Protection Regulation 2016/679 and any amendments, replacements or renewals thereof (collectively the "EU Legislation"), all binding national laws implementing the EU Legislation and other binding data protection or data security directives, laws, regulations and rulings valid at the given time.

"International Data Transfer" shall mean transfer of Personal Data to recipients outside EU Member State or EEA Country ("third country") as provided for under Applicable Data Protection Laws.

"Personal Data" shall mean any information relating to an identified or identifiable natural person. An identifiable natural person is one who can directly or indirectly be identified by reference to an identifier such as a name, address, social security number, subscription number, IP address, location data, an online identifier, traffic data or message content or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

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Terms used but not defined in this DPA shall in the first place have the meaning provided for under Applicable Data Protection Laws. For the avoidance of doubt, any other terms defined in the DPA, where applicable, have the meaning set forth in the Agreement.

3 Subject-matter, nature and purposes of the processing

Data Processor is processing Personal Data on behalf of Data Controller for the following purposes:

> *Provision of services to Data Controller*

> *Technical Support including fault correction in accordance with Service Level Agreements (SLA)/ Maintenance & Support Agreements (M&S)*

> *Application maintenance and development*

and for the following categories of data subjects:

> *Data Controller´s employees (including Data Controller´s consultants) and Data Controller´s representatives*

> *Representatives, employees and customers of Data Controller's customers*

> *Other persons for which Data Controller is controller or processor of personal data according to law or agreement*

The types of personal data that are processed are provided in the Processing Descriptions: https://telia.no/bedrift/tjenestespesifikasjon.

The Parties agree that Personal Data under this DPA shall only refer to such data where Data Controller shall be considered as controller under Applicable Data Protection Laws, cf Telia Business Agreement Section 14.

4 Data Controller's obligations

4.1 Data Controller agrees and warrants that the processing of Personal Data relevant under the Agreement between the Parties is lawful in accordance with Applicable Data Protection Laws. Data Controller warrants especially that:

(i) the processing of Personal Data is based on legitimate purposes with valid legal grounds;

(ii) data subjects have received appropriate information about the processing of Personal Data; and

(iii) Data Controller is entitled to transfer Personal Data to Data Processor for the processing.

Furthermore, Data Controller warrants that this DPA and Data Controller's lawful instructions provide sufficient guarantees that Data Processor's processing under the Agreement meets the requirements in the Applicable Data Protection Laws.

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4.2   Data Controller agrees and warrants that that it has instructed and, throughout the term of this DPA, will instruct Data Processor on the processing of Personal Data on Data Controller's behalf, in accordance with Applicable Data Protection Laws. All such instructions shall be issued in writing.

4.3   Data Controller may change the documented instructions as set out in Annex 1 where necessary to comply with Applicable Data Protection Laws in the assessment of Data Controller. Such requirement for changes shall be notified in advance to Data Processor in writing and be implemented by Data Processor within the reasonable time agreed by the Parties. Data Processor may charge Data Controller for any reasonable costs in connection with the implementation of such changes.

4.4   Data Controller agrees to provide all necessary information and documentation to Data Processor for the fulfilment of Data Processor's obligations under Applicable Data Protection Laws upon request and without undue delay.

5   Data Processor's obligations

5.1   Data Processor shall only process Personal Data in accordance with the documented instructions defined in the Agreement and this DPA. Without prejudice to section 4.2. above Data Controller may give Data Processor instructions that are relevant for ensuring that processing of Personal Data is carried out in accordance with the Applicable Data Protection Laws.

To the extent that Data Processor cannot comply with a change to Data Controller's instructions without incurring additional costs, Data Processor shall:

   (i)   inform Data Controller without undue delay of the issue; and/or
   (ii)   cease all processing of the affected Personal Data (other than securely storing Personal Data) until revised instructions are received.

5.2   Data Processor shall inform Data Controller of any legal requirement to which it is subject that prevents Data Processor to comply with this DPA, the Agreement or documented instructions without undue delay. In addition, Data Processor shall inform Data Controller if, in its opinion, documented instructions given by Data Controller infringes Applicable Data Protection Laws.

5.3   Data Processor shall ensure that persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

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5.4 Data Processor shall implement appropriate technical and organizational measures to protect the Personal Data processed against unauthorized or unlawful processing and against accidental loss, destruction or disclosure. Data Processor guarantees that these measures have been implemented before any processing of Personal Data takes place.

5.5 Taking into account the nature of the processing, the information available and commercial feasibility, Data Processor shall, to a reasonable extent assist Data Controller in ensuring compliance with Data Controller's obligations on security of Personal Data according to Applicable Data Protection Laws.

5.6 On Data Controller's request, Data Processor shall assist the Data Controller for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Applicable Data Protection Laws.

In accordance with the Agreement, Data Processor shall especially ensure that the Services provided under the Agreement contain the following capabilities as regard to data subject's rights:

➢ Right of access

➢ Right to rectification

➢ Right to erasure ("right to be forgotten")

➢ Right to restriction of processing

5.7 In the event of a Personal Data breach related to the processing of Personal Data under the Agreement, Data Processor shall notify Data Controller in writing without undue delay after having become aware of it. In the notice, Data Processor shall provide Data Controller the information that, in accordance with Applicable Data Protection Laws, is necessary for Data Controller to fulfil its notification obligation.

Data Processor shall document the facts surrounding the personal data breach in accordance with the Applicable Data Protection Laws.

For the sake of clarity, the Parties state that a personal data breach as such shall not automatically mean an infringement of this DPA, the Agreement and/or Applicable Data Protection Laws, if the necessary procedures as defined in Applicable Data Protection Laws has been applied.

5.8 Upon request, Data Processor shall co-operate with and assist Data Controller with information regarding the appropriate technical and organizational measures for the fulfilment of data subject's rights set under Applicable Data Protection Laws to the extent such rights are applicable as regards the Services.

5.9 Where a data subject, any supervising or governmental authority (e.g. the Data Protection Authority) or any other third party is requesting access to Personal Data processed under the Agreement from Data Processor, Data Processor shall refer the

request to Data Controller. Data Processor is not allowed to disclose Personal Data or other information regarding the processing of Personal Data without Data Controller's consent, unless Data Processor is obliged by mandatory European Union or Member State law to disclose such information. In the latter case, Data Processor shall notify Data Controller of the request to the extent permitted by law.

5.10 Data Processor shall provide all information, documentation and assistance necessary for Data Controller to meet the requirements of Applicable Data Protection Laws and to demonstrate compliance with such requirements in relation to the Personal Data processed under the Agreement. Data Processor shall maintain appropriate records of the processing as required by the Applicable Data Protection Laws.

5.11 Data Processor shall secure Data Controller's right to perform audits at Data Processor´s premises in order to verify Data Processor's compliance with the obligations laid down in this DPA or Applicable Data Protection Laws as regards the Services. Data Processor shall not grant access to confidential information and/or Personal Data of third parties nor to data that Data Processor is obliged to keep confidential according to applicable laws. Regarding the performance of such audits, the provision below shall apply:

- Data Controller shall once a year, subject to reasonable advance notification, be entitled to perform audits during regular business hours.
- Such audits must not interrupt Data Processor's business, and may be carried out either by Data Controller staff or by a third party reasonably acceptable to Data Processor and contracted by Data Controller, provided that such third party has entered into confidentiality obligations reasonably acceptable to Data Processor.
- Data Controller shall bear its own costs for audits (including third party costs). However, if the audit does identify material breach of this DPA caused by Data Processor or its affiliates, consultants, sub-processors or other representatives, Data Processor shall bear Data Controller's reasonable cost for the audit.

5.12 Data Processor shall allow any inspections that a governmental authority may be entitled to require under Applicable Data Protection Laws with regard to processing of Personal Data. Data Processor may charge Data Controller for any reasonable costs in connection with the implementation of such inspection.

6 Sub-processing

6.1 Data Processor is not entitled to transfer Personal Data to any third party nor to grant any third party access, e.g. by providing a remote access to Personal Data (all being understood as "transfer"), or to engage sub-processors for the processing of Personal Data (the aforesaid transfer or sub-processing activities shall altogether be referred as "transfer of Personal Data to a third party"), without Data Controller's previous consent in writing. Should such consent be granted, Data Processor's transfer of Personal Data is subject to the same data protection obligations as set out in this DPA and shall be imposed on that Sub-processor prior to any transfer of Personal Data.

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6.2 Without prejudice to other provisions in section 6.1 herein, if applicable, Data Controller hereby provides a general authorization for Data Processor to use sub-processors listed in the Processing Descriptions: https://telia.no/bedrift/tjenestespesifikasjon ("Approved sub-processors") for the processing of Personal Data to the extent required for the provision of the Services, and to update the Processing Descriptions as Data Processor deem necessary, subject to the conditions that:

    (i)   Data Processor shall without undue delay inform Data Controller of any changes of sub-processors;

    (ii)   Data Controller has an opportunity to object, with justified reasons for data protection, such as that sub-processor is not capable to fulfil data protection obligations required by law, to such changes according to sub-section (i); and,

    (iii)   the corresponding data protection obligations as set out in this DPA is imposed on that other sub-processor in writing.

6.3 Should Data Controller object to use a specific sub-processor in Personal Data processing with justified reasons for data protection, the Parties shall in good faith negotiate and agree to a fair solution on how continued provision of the Service will be carried out, including at relevant costs and in a manner reasonably acceptable for both Parties. If the Parties should not manage to reach a solution within one (1) month from the date when Data Controller notified Data Processor that such consent is not granted, Data Processor shall be allowed to terminate the provision of the Services in parts affected.

6.4 Where the third party sub-processor is not compliant with the Applicable Data Protection Laws or fails to fulfil its data protection obligations under its agreement with Data Processor, Data Processor shall remain fully liable to Data Controller for the performance of the third party's obligations under Applicable Data Protection Laws and such agreement.

7 Additional terms and conditions regarding International Data Transfer (when applicable)

7.1 International Data Transfer on the basis of an adequacy decision

Without prejudice to section 6 above (Sub-processing), International Data Transfer may take place if based on the European Commission's decision that adequate level of data protection is ensured in the given situation, without any additional authorization for such transfer.

Currently, adequate level of data protection as required by Applicable Data Protection Laws (as provided in Articles 25(6) and 31(2) of Directive 95/46/EC and in Article 45 of Regulation 2016/679) is ensured as regards to:

    (i)   Countries which the European Commission has officially recognised as ensuring an adequate level of data protection; and,

    (ii)   legal entities processing Personal Data established in the United States which are self-certified to, comply and maintain compliance (including renewing

certification as appropriately required) with the EU - US Privacy Shield Framework as administered by the US Department of Commerce.

7.2 International Data transfer on the basis of binding corporate rules

Without prejudice to section 6 above (Sub-processing) International Data Transfer may take place if based on the approved binding corporate rules in accordance with Applicable Data Protection Laws without any additional authorization for such transfer.

7.3 International Data Transfer subject to appropriate safeguards

International Data Transfer in other cases than the ones listed above in 7.1 and 7.2 is subject to the conditions that appropriate safeguards ensuring an adequate level of data protection are provided as required by Applicable Data Protection Laws.

Such appropriate safeguards shall be secured by Data Processor entering into a data processing agreement that includes the same data protection obligations as set out in this DPA with a data sub-processor on behalf of Data Controller. The agreement shall incorporate the Standard Contractual Clauses as required by Applicable Data Protection Laws (currently Article 26(2) of Directive 95/46/EC and Article 46 of Regulation 2016/679). Without prejudice to section 6 above (Sub-processing) Personal Data may accordingly be transferred from Data Controller established in the EU Member State or EEA Country to a data sub-processor established in a third country not ensuring an adequate level of data protection.

7.4 Where the International Data Transfer is not fulfilling requirements set by Applicable Data Protection Laws or there is any threat thereof (e.g. due to an invalidation decision of competent authority), the Parties shall ensure implementation of another legitimate transfer mechanism for International Data Transfer without undue delay to be able to continue such transfer.

8 Ceasing of processing of Personal Data

When processing of Personal Data is no longer required under the Agreement, or when such Agreement expires or is terminated, Data Processor shall, unless otherwise required by Applicable Data Protection Laws, delete Personal Data which Data Processor has processed under the Agreement, or, if agreed by the Parties, return all Personal Data to Data Controller and delete existing copies thereof.

9 Liability

A Party shall be liable for costs, expenses, compensations, losses and damages caused to the other Party for actions contrary to this DPA, the Agreement and/or Applicable Data Protection Laws or the decision by the competent Data Protection Authority as agreed in the Agreement.

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10 **Term**

This DPA shall enter into force on the Effective Date and shall remain in force until further notice, however at least as long as Data Processor is processing Personal Data on behalf of Data Controller under the Agreement.

11 **Applicable law and disputes**

This Agreement shall be governed by the law set out in the Agreement.

Any dispute, controversy or claim arising out of this DPA shall be finally settled as set out in the Agreement.

12 **Conflict of terms and amendments**

In case of any conflict between the terms of this DPA and the Agreement, the provisions of the DPA shall prevail. Notwithstanding the foregoing, where applicable, if this DPA or the Agreement is conflicting with the EU Commission Standard Contractual Clauses terms and conditions of the Standard Contractual Clauses shall apply.

Any changes to this DPA must be agreed in writing between the Parties and attached into this DPA.

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