

DATA PROCESSING AGREEMENT

This Data Processing Agreement (the “DPA”) has been entered into between the Parties stated at the IoT Connectivity Starter Kit Agreement.

Company as detailed in the IoT Connectivity Starter Kit Agreement (hereinafter referred to as “Data Controller”)

and

Telia Sverige AB (hereinafter referred to as “Data Processor”)

Organization No 556430-0142

169 94 Solna

Data Controller and Data Processor are hereinafter jointly referred to as “Parties” and individually as a “Party”.

1 Definitions

The definitions in this DPA corresponds with the definitions in the Swedish Personal Data Act, which means, among other things, that:

“**Data Controller**” shall mean a person who alone or together with others decides why and how personal data shall be processed;

“**Data Processor**” shall mean a person who processes personal data on behalf of the controller of personal data;

“**Personal Data**” shall mean data pertaining to Data Controller’s customers or Data Controller’s employees or other persons and for which Data Controller is controller of Personal Data according to applicable law;

“**Processing**” or “**Process**” (of Personal Data) shall mean any operation or set of operations taken regarding Personal Data, whether or not it occurs manually or by automatic means.

2 Background and scope

- 2.1 The Parties have the IoT Connectivity Starter Kit Agreement concluded at the date stated in the Agreement. At the same date both parties agreed that the Data Processor may, when fulfilling its duties according to the Agreement Process Personal Data on behalf of Data Controller.
- 2.2 It is Data Controller’s responsibility that Personal Data is processed in accordance with applicable law (i.e. the country where Data Controller is established). Regarding Personal Data Processed by Data Processor on behalf of Data Controller, Data Controller is also responsible for obtaining consent from such persons to whom Personal Data relates.
- 2.3 The purpose of this DPA is to ensure the protection and security of Personal Data passed from Data Controller to Data Processor. In order to comply with applicable law requirements with the purpose to ensure an adequate level of data protection, the Parties agree as follows.

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2.4 In case of any conflicts of any provisions between this DPA and the Agreement, this DPA shall prevail.

3 Data Processor's obligations

3.1 Data Processor shall Process Personal Data only in accordance with applicable law and this DPA, including Data Controller's instructions attached hereto as Annex 1. Data Processor shall not Process Personal Data over and above what is necessary in order to fulfil its duties according to the Agreement.

3.2 Data Processor may use sub-contractors for the Processing of Personal Data ("Sub-Processor"), providing that Data Processor, has entered into a written agreement with such Sub-Processor according to which Sub-Processor undertakes to comply with the corresponding obligations as Data Processor in accordance with this DPA.

3.3 Where Personal Data will be Processed in a country outside of the EU/EEA, Data Processor shall enter into an agreement based on the European Commission's Standard Contractual Clauses published by the European Commission in its decision of 5 February, 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (OJ L39, 12.2.2010, p. 5).

3.4 Data Processor shall ensure that its Processing comply with Data Controller's instructions and shall implement appropriate technical and organisational measures to protect the Personal Data that is Processed. Such measures shall provide a level of security that is appropriate having regard to:

- a) the technical possibilities available,
- b) what it would cost to implement the measures,
- c) the special risks that exist with Processing of personal data, and
- d) how sensitive the personal data Processed really is.

3.5 Data Processor is not allowed to disclose Personal Data received from Data Controller or any other information regarding the Processing of Personal Data to a third party, other than such Sub-Processor as referred to in section 3.2 above, without Data Controller's previous consent in writing. Moreover, where a person referred to in Personal Data information, or the Swedish Data Inspection Board (or its equivalent in other countries) or any other third party is requesting Personal Data from Data Processor, Data Processor shall refer to Data Controller. Correspondingly, Data Processor shall pass on to Data Controller any requests of an individual data subject to delete, release, correct or block Personal Data Processed under the Agreement. However, the said duties shall not apply to the extent Data Processor is obliged by mandatory law to disclose such information.

3.6 Data Controller shall be entitled to perform audits at Data Processor in order to investigate that the provisions in this DPA are applied. Such audits shall, subject to reasonable advance notification, be performed during regular business hours and shall not interrupt Data Processor's business. Such audits may be carried out either by Data Controller staff or by non-Data Controller staff contracted by Data Controller, provided that such non-Data Controller staff has entered into confidentiality obligations reasonably acceptable to Data Processor. Data Controller shall bear its own costs for such audits.

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- 3.7 Telia will allow inspections that a governmental authority may be entitled to require under law with regard to the processing of Personal Data processing. Telia may charge the Customer for any costs in connection with the implementation of such inspection.
- 3.8 Data Controller may to a reasonable extent change the instructions in Annex 1. Such change shall be notified in advance in writing. If Data Processor is caused extra costs to meet changing security requirements, Data Controller shall compensate Data Processor for such costs.

4 Ceasing of Processing of Personal Data

- 4.1 At the ceasing of Processing of Personal Data, Data Processor shall on request by Data Controller erase all Personal Data and all data which is related to the Processing performed on behalf of Data Controller. However, this does not apply to the extent that Telia is required by law to retain such data.

5 Term

- 5.1 This DPA shall enter into force on signing by both Parties 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.

The Parties have executed this DPA on the day set as per conclusion of the IoT Connectivity Starter Kit agreement, of which the Parties have an online copy available.

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Appendix 1 – Instruction for processing of Personal Data

The purpose of this instruction of Personal Data is to meet the requirements set out under local personal data law by detailing the categories of Personal Data processed by Data Processor under the Agreement, the purpose of the processing of such Personal Data and the technical and organisational security measures implemented by Data Processor.

Subscription number

IP-address

Traffic data

ICC

IMSI