Data processor agreement

telenor | inpli

Data processor agreement pursuant to the Personal Data Act

Data Processor Agreement

by and between

…….

Controller (Customer)

Organization number: xxxxx

and

…….

Processor (Telenor Inpli AS)

Organization number: 975 993 108

Service agreement: xxx

Contents

1. Intention of the agreement

This data Processor Agreement will be used to regulate Processor's use and handling of personal data on behalf of Controller and will be further regulated by the actual service agreement for the service in scope (hereafter named "the Service"). Which services included in this Processor Agreement will be defined in the Service agreement. Reference to this Processor Agreement should be included in the Service agreement. In case of contradiction between the agreements (eg. Between the Processor Agreement and the Service agreement) the Processor agreement prevail unless other is specified or follows by mandatory law. The Data Processor Agreement is regulated by the terms on limitation of liabilities in the Service agreement.

The agreement concerns the processor's use of personal data on behalf of the controller, including collection, recording, alignment, storage, disclosure and transfer or a combination of such uses, and shall secure that personal data not are used unjustly or in any way made accessible for unjustified parties.

The Controller decides the purpose of the processing of personal data as defined in this agreement.

The Controller and the Processor must at any time adhere to the latest Personal data regulation and privacy regulations within the country and region where the Parties is sited and do business. Choice of law is regulated in chapter 12. The Parties have responsibility to do clarifications needed if and when their role is Controller or Data processor and in this context comply with the regulations and responsibility in the Personal data regulation and privacy regulations.

2. Purpose

The purpose of the processor agreement, includes control on:

- what personal data will be processed
- which processes are covered by the Agreement
- what the framework is for the processor's handling of personal data

Processor will develop, operate and maintain services for Controller, including deliver agreed services which involves processing of personal data. To be able to fulfil agreed service delivery Processor will be allowed to gather, register, collate, store and transfer personal data on behalf of Controller. Processor might also process personal data to be able administrate the agreements, inform about products, services and other benefits from Controller, and also for handling invoicing. The information can also be used in fault handling, operation of the services and security related tasks.

Further information about the purpose on handling personal data can be found in Appendix 1 to this processor agreement and the Service agreement.

3. The Controller's obligations

The Controller is the party deciding the purpose of personal data handling and what tools should be used. The responsibility for handling personal data in accordance with the Personal Data Act with the at all time regulations included lies with the Controller.

The Controller must secure that there is a legal basis for the handling of personal data by the Processor when delivering the Service, this means either consent, on legal basis or the handling must be necessary in accordance with one of the purposes in the Personal Data Act.

The Controller has at any time jurisdiction of the personal data. The Controller has, unless otherwise agreed or regulated by law, access and rights to insight in the personal data handled and the systems used for this purpose. The Controller are obliged to cover all cost in this context. The insight rights can be statutory regulated, hereunder the Personal Data Act, the ECOM law and security laws.

The Controller has a duty of confidentiality regarding security information. Exceptions from the duty of confidentiality might be given that can overrule this agreement.

The Controller shall through planned and systematic measures secure satisfactory information security related to confidentiality, integrity and availability when using personal data through the Services. Documentation must be available for the resources at the Controller.

Documentation must also be made available for authorities if relevant and upon request.

4. The Processor's obligations

The Processor shall only handle person data as regulated in these terms and in accordance with associated service agreement for the relevant services and processes. Personal data must only be processes for the given purposes and in the given country or region as defined in the Service agreement and in Appendix 1 to this Agreement.

The Processor shall assist the Controller in handling the obligations the Controller has to exercise rights the Data subject (user) has under current law and regulations.

When processing personal data on behalf of the controller, the processor shall follow the statutory routines and instructions stipulated by the controller at any given time.

The Processor shall implement technical and organizational measures to secure a sufficient level of security in line with the risk that the processing represents.

The processor is obliged to give the controller access to his written technical and organizational security measures and to provide assistance so that the controller can fulfil his responsibilities pursuant to the Act and the Regulations.

Unless otherwise agreed or pursuant to statutory regulations, the controller is entitled to access all personal data being processed on behalf of the controller and the systems used for this purpose. The Processor shall provide the necessary assistance for this.

The Processor shall make sure that only personnel that are authorized to process person data have access to the same data and that the personnel are subject to confidentiality.

The processor must observe professional secrecy in regard to the documentation and personal data to which he has access in accordance with this agreement. This provision also applies after the agreement has been discontinued.

The Processer can also process person data when this is regulated by EU and national regulations that the Processor are a subject to. In such situations the Processor must, as far as possible, inform the Controller about such regulations before processing is implemented.

5. Use of a subcontractor

The Processor will, if described in the Service agreement, use subcontractors to fulfil its obligations. Subcontractors used at any time will be agreed when entering into the Agreement for the Service, subsequently the Processor shall inform the Controller regarding any change that result in a replacement of or an inclusion of a new Subcontractor before such changes take place, securing that the Controller has a possibility to give any objections to such change.

In cases where the Processor has engaged a subcontractor to perform specific processing on behalf of the Controller the same obligations as regulated in this agreement also apply to the Subcontractor. In case the Subcontractor does not adhere to these regulations, the Processor will have the full responsibility towards the Controller for securing the Subcontractors compliance to the obligations in accordance with this Agreement.

Anyone who performs assignments on behalf of the processor which include further processing of the relevant personal data shall be familiar with the processor's contractual and legal obligations and fulfil the requirements thereto.

6. Transfer abroad

Personal data, handled by the Processor on behalf of the Controller, can be transferred to, stored in and processed in the countries where the Processor and subcontractors of the relevant services runs its business. The Processor shall comply with the regulations valid at any time which applies to transfer of personal data to countries and regions within and outside EU/EEA area.

In cases where processing of personal data is conducted 1) outside EU/EEA area, or 2) in other countries not preapproved by the European commission processing must be in

accordance with current EU model Contracts for the transfer of Personal Data to third countries.

To the extent the Service agreement include transfer or processing of data in countries outside EU/EEA as described in 1) or 2) the Controller will secure that transfer will be done in accordance with approved transfer basis given in regulations in EU/EEA, including in accordance with current Personal Data Act and EU model clauses. To the extent the transfer basis is EU's standard agreement for handling transfer of personal data outside EU/EEA the Controller gives the Processor (and its subcontractors) authority to enter into such standard agreement on behalf of the Controller and the Processor shall inform the Controller when such agreement is signed. The Processor will deliver a copy of approved EU model clause to The Controller who must notify authorities about the transfer.

The Processor will inform the Controller regarding which countries are handling personal data, see Appendix 1 to this Agreement.

7. Security and reporting

The processor shall fulfil the requirements for security measures stipulated in the Personal Data Act and the Personal Data Regulations. The documentation shall be made available upon the controller's request.

The Processor shall implement technical and organizational measures to secure a sufficient level of security in line with the risk that the processing represents, including validation of consequences for privacy matters which can be demanded by the Controller and communication with national authorities and data protection authorities.

All disclosure of personal data between the parties shall be encrypted or be secured in other ways when confidentiality is needed. The same applies if information is made available for 3. Party.

If breach in person data, the Processor must without delay report to the Controller in writing and latest within 48 hours of the discovery of the breach to support the reporting obligation the Controller has towards the Authorities. In situations where complete overview of the breach is lacking, reporting shall be done incrementally. The Processor shall support the Controller rectifying the breach as fast as possible.

When there are obligations to report a breach on personal data to authorities the Processor shall on request support the Controller with relevant information that is needed by the Controller to fulfill such reporting.

The processor shall report to the controller all discrepancies. The controller is responsible for reporting the discrepancy to the Government .

8. Security audit

The Controller can conduct security audits.

The Processor shall give the Controller access to all relevant information that is reasonable needed to document compliance to the terms under this Agreement. This also includes allowance and contribution to audit of the same documents, conducted by the Controller or a third party approved by the Controller.

Each party will cover its own cost connected with such audits.

The Processor can refuse full audit where installations and systems are regulated by security laws or specific demands on security, confidentiality and secrecy in the ECOM regulations.

9. Duration of the agreement

The agreement is valid for as long as the Processor processes personal data on behalf of the controller in accordance with the duration of the Service agreement.

In the event of breach of this agreement or the Personal Data Act, the Controller can instruct the processor to stop further handling of the information with immediate effect. If consequences of such instructions affect the operation of network and services for other customers, the parties must immediately have dialogue on how consequences of such breach can be reduced.

10. Termination

If the Service agreement or the Data Processor Agreement is terminated, or on written request from the Controller, the Processor will return, delete or safely destroy all documentation and data including copies, holding information regulated by this Data Processor Agreement, unless the Processor also is the Controller of the information and shall treat information accordingly or the Processor is committed by law or has other agreements to handle storage of information after termination date of the agreement

Upon termination of the Data Processor Agreement the Processor will support the Controller with eventual transfer of person data to Processor or a third party decided by the Controller.

11. Notifications

Notifications under this agreement shall be submitted in writing to: _____

Technical Contact Controller

Contact	Role	Email	Phone

Technical Contact Processor

Contact	Role	Email	Phone
Øyvind Sønstrud Petterson	Lead Service Desk	support@telenorinpli.no	+47 23 03 59 50

12. Choice of law and legal venue

The agreement is subject to Norwegian jurisdiction and the parties agree on Oslo District Court as the legal venue. This also applies after termination of the agreement.

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Place and date

Controller

……..

(underskrift)

Processor

……

(underskrift)