

*This is a translation of an original document in Swedish. The translation is for informational purposes only. In case of discrepancies, the Swedish version prevails.*

## **Appendix to Skanova's General Terms and Conditions**

### **DATA PROCESSING AGREEMENT**

CSS 0000 910 101, Ver 1.0 (Eng.)

Valid from 01/01/2021

#### **1 Parties**

**Data Controller:** The Operator (hereinafter referred to as "Data Controller"),  
and

**Data Processor:** Skanova AB (hereinafter referred to as "Data Processor"),

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

#### **2 Background**

This Data Processing Agreement (hereinafter "DPA") is an appendix to Skanova's General Terms and Conditions and is included in Skanova's Reference Offer. After separate call offs, Data Processor provides network infrastructure products ("Products") to Data Controller in accordance with the respective Lease Agreement for the Product.

In connection with the provision of the Products under Lease Agreements, 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, in accordance with Applicable Data Protection Laws, is the controller.

The Parties agree that Personal Data under this DPA shall only refer to such data for which Data Controller shall be considered as a controller under Applicable Data Protection Laws.

#### **3 Definitions**

**"Agreement"** means such Lease Agreements between the Parties regarding Data Processor's Products as set out in the General Terms and Conditions under which Data Processor processes Personal Data on behalf of Data Controller. The Agreement also comprises any new or developed services attributable to the Agreement, to which this DPA forms an integral part.

**"Applicable Data Protection Laws"** means any applicable law relating to data protection and security, including without limitation EU Directive 2002/58/EC on privacy

in electronic communications, General Data Protection Regulation 2016/679 (“GDPR”) 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**” means 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**” means any information relating to an identified or identifiable natural person (below referred to as a “*data subject*”). An identifiable natural person is one who can be directly or indirectly identified by *reference* to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

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 Agreements between the Parties shall, where applicable, have the meaning set forth in the Agreement including Skanova’s General Terms and Conditions.

#### **4 Data Controller’s obligations**

4.1 Data Controller undertakes to ensure that the processing of Personal Data relevant under the Agreements is lawful in accordance with Applicable Data Protection Laws. Data Controller especially undertakes to ensure that:

- (i) the processing of Personal Data is based on legitimate purposes with valid legal grounds;
- (ii) the data subject has received appropriate information about the processing of Personal Data; and
- (iii) Data Controller is entitled to transfer Personal Data to Data Processor for processing.

Data Controller agrees and warrants that the DPA and Data Controller’s legal instructions provide sufficient guarantees that Data Processor’s processing in accordance with the Agreement meets the requirements of Applicable Data Protection Legislation.

4.2 Data Controller undertakes to ensure that it has instructed and, where applicable, 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 the Appendix 1 to this DPA where necessary to comply with Applicable Data Protection Laws. in the assessment of Data Controller. Such requirement for change 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 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 Agreements 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, this DPA, the Agreement or documented instructions given by Data Controller infringe 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.

For the sake of clarity, information which the Parties provide to each other, including (but not limited to),

- (i) information in the appendices "Specification of Personal Data" and "Approved Sub-processors";
- (ii) information in this DPA; and
- (iii) information required for the records of processing activities related to Personal Data,

may not be used for any other purposes than fulfilling the Parties' obligations under Applicable Data Protection Laws.

- 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 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, provided that the necessary procedures, as defined in Applicable Data Protection Laws, have been followed.

- 5.7 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 insofar as this is possible and to the extent such rights are applicable as regards the Products.

- 5.8 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 Agreements 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.

- 5.9 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 Agreements. Data Processor shall maintain appropriate records of the processing as required by the Applicable Data Protection Laws.

- 5.10 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 Products. Data Processor is not required to grant access to Personal Data of third parties nor to data that Data Processor is obliged to keep confidential according to agreements or 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's staff or by a third party reasonably acceptable to Data Processor and contracted by Data Controller (e.g. an auditor that is 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 subsidiaries, consultants, sub-processors or other representatives, Data Processor shall bear Data Controller's reasonable cost for the audit.

- 5.11 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, or to engage sub-processors for the processing of Personal Data ("Sub-Processors") without Data Controller's prior written consent. 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 relevant Sub-Processor prior to any transfer of Personal Data.
- 6.2 Notwithstanding 6.1 above, if applicable, Data Controller hereby grants a general authorisation for Data Processor to engage Sub-Processors listed in Appendix 2 ("Approved Sub-Processors") for the processing of Personal Data to the extent required for the provision of the Products, and to update Appendix 2 to the extent deemed necessary by Data Processor, under the following conditions:
- (i) Data Processor shall inform Data Controller of the changes of Sub-Processor's;
  - (ii) Data Controller has an opportunity to object to such changes as set out in sub-section (i), with justified reasons for data protection, such as that the Sub-Processor is not capable to fulfill data protection obligations required by law; and,
  - (iii) The corresponding data protection obligations as set out in this DPA is imposed on the Sub-Processor in writing.
- 6.3 Should the Data Controller object to the use of a specific Sub-Processor for the processing of Personal Data, with justified reasons for data protection, the Parties shall in good faith negotiate and agree on a fair solution on how continued provision of the Products will be carried out at aat relevant costs and in a manner reasonably acceptable for both Parties. If the Parties do not manage to reach a solution within one (1) month from the date when Data Controller notified Data Processor that authorisation is not granted, Data Processor shall be allowed to terminate the provision of the Products in parts affected.
- 6.4 Where a Sub-Processor does not comply with Applicable Data Protection Law or fails to fulfill its obligations under its agreement with Data Processor, Data Processor shall remain fully liable to Data Controller for the performance of the Sub-Processor's obligations under Applicable Data Protection Law 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 authorisation for such transfer.

Currently, adequate level of data protection as required by Applicable Data Protection Laws is ensured as regards to countries which the European Commission has officially recognised as ensuring an adequate level of data protection.

### *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 authorisation 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 corresponding data protection obligations as set out in this DPA with a Sub-Processor. Such 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 Processor established in the EU Member State or EEA Country to a Sub-Processor established in a Third Country not ensuring an adequate level of data protection.

7.4 Where the International Data Transfer does not fulfill the 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**

8.1 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 relevant Agreement, or, if agreed by the Parties, return all Personal Data to Data Controller and delete existing copies thereof.

## **9 Liability**

9.1 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 of the competent Data Protection Authority as agreed in the Agreement.

## **10 Term**

- 10.1 This DPA enters into force on the day the Agreement is entered into and is valid until further notice, however no longer than up to the time when the Data Processor ceases to process Personal Data on behalf of Data Controller in accordance with the Agreement.

## **11 Applicable law and disputes**

- 11.1 This DPA 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 Other conditions**

- 12.1 In case of any conflict between the terms of this DPA and the Agreement, the provisions of this DPA shall prevail.

## **13 List of Appendices**

The following appendices form an integral part of this DPA:

Appendix 1 - Specification of Personal Data

Appendix 2 - Approved Sub-processors

## **14 Change information**

- 14.1 This appendix (The DPA) has been given its own document number with rev 1.0 (previously it shared document number with Skanova's General Terms and Conditions). The document has been reformatted into a single column and has the Telia Wholesale logo. A lost heading has been restored, section 12. The changes in substance relative to the previous version consist of the deletion of references to the EU Data Protection Directive and the "Privacy Shield Framework" in paragraphs 7.1 and 7.3. A condition stating that changes and additions must be in writing and signed by both parties has also been removed. The condition is not relevant for this annex which applies in the absence of any other special agreement (clause 23.2 of the General Terms and Conditions).
- 14.2 In Appendix 2, the website in the preamble has been changed to [www.teliawholesale.se](http://www.teliawholesale.se)
- 14.3 Version 1.0 (Eng) is a translation of version 1.0 from Swedish to English. For informational purposes only, not valid as an appendix to an agreement, see note on the first page.

## **Appendix 1 - Specification of Personal Data**

The purpose of this Appendix 1 - Specification of Personal Data to the DPA is to meet the requirements of Applicable Data Protection Laws by detailing the categories of Personal Data processed by Data Processor under the Agreement, the purpose of processing of this Personal Data and technical and organizational security measures implemented by Data Processor as well as other detailed information required by Applicable Data Protection Laws.

Expressions and terms used herein shall have the meaning stated in the DPA, as applicable.

### **1. The subject-matter, nature and purposes of the processing**

The subject matter of the processing is Data Controller's information about the End Customer or other contact person that Data Processor receives to deliver and maintain Products to Data Controller.

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

- Provision of Products to Data Controller
- Troubleshooting in accordance with the Product's terms or other agreed service levels.

### **2. Type of Personal Data Processed**

The Personal Data processed concerns the following categories of data subjects (data subjects means the individuals whose Personal Data is being processed under the Agreement):

- End customer or contact person information such as:
  - name and address
  - telephone number
  - email address
  - address for delivery or troubleshooting

### **3. Categories of data subjects**

The Personal Data processed concerns the following categories of data subjects (data subjects means those individuals whose Personal Data is processed under the Agreement):

- Data Controller's customers and its users (if the customer is a company)
- Other persons for whom Data Controller is responsible for personal data in accordance with law or agreement.

### **4. Rights of the data subject**

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.

## Bilaga 2 – APPROVED SUB-PROCESSORS

### (specifying the scope and location of the processing)

During the term of the agreement, Data Processor is entitled to use the third parties listed below and those published by Data Processor on [www.teliawholesale.se](http://www.teliawholesale.se) for/in relation to the processing of Personal Data (Sub-Processors) at the location and for the purposes set out below.

<b>Company (company name, corporate identity number)</b>	<ol style="list-style-type: none"> <li>1. Eltel Networks Infranet AB, 556555-1073</li> <li>2. Transtema Network Services AB 556884-7676</li> <li>3. Telia Sverige AB, 556430-0142</li> </ol>
<b>Registered address (domicile)</b>	<ol style="list-style-type: none"> <li>1. Adolfsbergsvägen 13, Bromma</li> <li>2. Kanalstråket 3, Jonsered</li> <li>3. Stjärntorget 1, Solna</li> </ol>
<b>Place for treatment</b>	Sweden
<b>Description of treatment of Sub-Processor</b>	Delivery and troubleshooting of the Products that Data Processor provides to Data Controller
<b>Type of Personal Data processed</b>	<p>End customer or contact person information such as:</p> <ul style="list-style-type: none"> <li>• name and address</li> <li>• telephone number</li> <li>• email address</li> <li>• address for delivery or troubleshooting</li> </ul>
<b>Categories of registered</b>	<p>Data Controller's customers and its users (if the customer is a company)</p> <p>Other persons for whom Data Controller is data controller for Personal Data in accordance with law or agreement.</p>