

1. DEFINITIONS AND CONSTRUCTION

1.1 For the purpose of these Terms on Processing of Personal Data (“**TPD**”) the following expressions shall have the meaning hereby assigned to them unless the context would obviously require otherwise.

1.1.1 “Agreement” shall mean the Agreement including its Appendices.

1.1.2 “Business Day” shall mean any working day (Monday to Friday) except Saturday, Sunday or public holidays or holiday declared by appropriate governmental agencies in Sweden.

1.1.3 “Effective Date” shall mean the date of the Agreement.

1.1.4 “EU Model Section Agreement” shall mean an agreement made using the relevant EU Model Sections as adopted by the EU Commission for the transfer of personal data to third countries.

1.1.5 “EU Personal Data Legislation” shall mean the GDPR and any local data protection legislation supplementing the GDPR.

1.1.6 “Force Majeure” shall mean as defined in Section **Error! Reference source not found.** in the GTC.

1.1.7 “GDPR” shall mean Regulation (EU) 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 the Directive 95/46/EC (General Data Protection Regulation), and any amendments made thereto.

1.1.8 “GTC” shall mean the Navelink General Terms and Conditions for Services set forth in Appendix 2 to the Agreement.

1.1.9 “Project” shall mean as described in Sub-appendix 3:1 (including all associated services provided by Navelink, from time to time).

1.1.10 “Purpose” shall mean as described in Sub-appendix 3:1.

1.1.11 “Regulatory Requirements” shall mean the privacy and personal data legislation applicable to the processing of personal data, including the EU Personal Data Legislation, and such legislation as may replace the aforementioned legislation from time to time (and in case of discrepancies or contradictions between different rules or regulations, the one which provides the highest degree of privacy and/or information security shall apply).

1.1.12 “Supervisory Authority” shall mean any court, regulatory agency or authority which, according to applicable laws and/or regulations (including the Regulatory Requirements), supervises privacy issues and/or the processing of personal data.

1.1.13 “TPD” shall mean these Terms on Processing of Personal Data.

1.2 Construction

1.2.1 Non-capitalized terms and expressions used in these TPD, e.g. ‘data subject’, ‘controller’, ‘personal

data', 'processing', 'processor', 'third country' etc., shall be construed in accordance with the meaning given to them in the EU Personal Data Legislation.

2. SPECIAL UNDERTAKINGS OF THE PARTIES

2.1 Roles, ownership of personal data, processing and purpose

- 2.1.1 The Customer shall be regarded as a controller of all personal data processed on behalf of the Customer and in accordance with its instructions. Navelink shall be considered a processor of the personal data processed on behalf of the Customer.
- 2.1.2 Navelink may only process the Customer's personal data for the Purpose and to the extent it is necessary for the fulfilment of Navelink's obligations under the Agreement.
- 2.1.3 Navelink acknowledges that, between the Parties, all rights, title and interest in the personal data processed as a result of the Agreement is vested solely in the Customer, irrespective if Navelink is considered to be a controller of personal data.

2.2 Special undertakings of the Customer

- 2.2.1 The Customer undertakes to:
- ensure that there is a legal ground for processing the personal data covered by the Agreement;
 - ensure that the data subjects, as required by the EU Personal Data Legislation, have received sufficient information regarding the processing, including information on that Navelink may process the personal data on behalf of the Customer;
 - immediately after it is brought to the Customer's attention, inform Navelink of any erroneous, rectified, updated or deleted personal data subject to Navelink's processing;
 - in a timely manner, provide Navelink with lawful and documented instructions regarding Navelink's processing of personal data in the form of Sub-appendix 3:1. These TPD and Sub-appendix 3:1 shall exclusive specify all Customer's instruction that Navelink has to adhere to, except such written instructions that the customer during the terms of the Agreement are required to issue in order to fulfill Regulatory Requirements; and
 - act as the data subject's point of contact.

2.3 Special undertakings of Navelink

- 2.3.1 Navelink undertakes to:
- only process the personal data in accordance with the Customer's documented instructions set forth in accordance with 2.2.1d), including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Regulatory Requirements; in such a case, Navelink shall inform the Customer of that legal requirement before processing the personal data, unless such information is prohibited by the Regulatory Requirements on important grounds of public interest;
 - ensure that such employees (of Navelink or its subcontractors) which process personal data on behalf of the Customer have committed themselves

to confidentiality or are under an appropriate statutory obligation of confidentiality;

- take all measures required pursuant to GDPR, Article 32;
- taking into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in the EU Personal Data Legislation;
- except in cases of personal data breach, upon a timely request by the Customer, assist the Customer in ensuring compliance with the obligations pursuant to GDPR, Articles 32 to 36 (e.g. assist in data protection impact assessments) taking into account the nature of the processing and the information available to Navelink; and
- make available to the Customer the information necessary to demonstrate compliance with Navelink's obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by the Customer or another Third Party mandated by it, in accordance with Section 4; and
- Navelink shall immediately inform the Customer if, in its opinion, a Customer instruction infringes the EU Personal Data Legislation.

- 2.3.2 The Parties agree that the security measures taken by Navelink, listed in Sub-appendix 3:1, fulfils Navelink's undertakings in Section 2.3.1c) and 2.3.1e).

3. SUBCONTRACTORS

- 3.1 Navelink shall be entitled to engage subcontractors acting as sub-processors of the personal data under the condition that such subcontractors are bound by a written contract, which states that it must adhere to the same data protection, privacy and audit obligations as Navelink under these TPD.
- 3.2 Should Navelink wish to engage a subcontractor, it shall notify the Customer in advance. The Customer may always, within five (5) Business Days from receipt of the notification, object to Navelink appointing that specific subcontractor. Should Navelink, despite the Customer's objection, decide to appoint the subcontractor, the Customer may, within five (5) Business Days from Customer's receipt of Navelink's notice on the subcontractor, terminate the Agreement upon sixty (60) days written notice, in which case Navelink shall refund any prepaid fees relating to the period following expiry of Customer's notice period. Should Customers' objection be supported by justified reasons, Navelink may not engage the subcontractor for processing of Customer's personal data during the Customer's notice period. Navelink shall remain the Customer's sole point of contact, unless otherwise agreed.
- 3.3 For the avoidance of doubt, the Customer fully and explicitly consents to the use of the subcontractors with

whom Navelink has agreements in place with at the time the Agreement enters into force.

4. AUDIT RIGHTS AND LOCATIONS

4.1 The Customer shall have the right to perform audits of Navelink's processing of the Customer's personal data (including such processing as may be carried out by Navelink's subcontractors, if any) in order to verify Navelink's, and any subcontractor's, compliance with the TPD and the EU Personal Data Legislation.

4.2 As a first measure in an audit by a Controller, Navelink will upon reasonable notice (whereby a notice period of twenty (20) Business Days shall always be deemed reasonable), make available to the Customer, any written instructions or policies covering the relevant processing and provide written descriptions of its processes as well as the technical and organizational security measures, to enable an off-site review.

4.3 If Navelink is not able to provide such information as set out in Section 4.2 or the off-site review is not deemed sufficient, Navelink will, during normal business hours and upon reasonable notice (whereby a notice period of twenty (20) Business Days shall always be deemed reasonable, such notice should also include a detailed agenda including the intended purpose), provide an independent auditor, appointed by the Customer and approved by Navelink, reasonable access to the parts of facilities where Navelink is carrying out processing activities on behalf of the Customer, to personnel and to all information relating to the processing of the Customer's personal data. The auditor shall comply with Navelink's work rules, security and confidentiality requirements and standards when conducting site visits.

4.4 A Supervisory Authority shall always have direct and unrestricted access to Navelink's premises, data processing equipment and documentation in order to investigate that Navelink's processing of the personal data is performed in accordance with the Regulatory Requirements.

4.5 The Customer is responsible for all costs associated with the audit mentioned in Section 4.2, save for when the audit concludes a material breach of Navelink's undertakings in violation of the TPD. If so, Navelink shall compensate the Customer for reasonable and verified costs associated with the audit.

4.6 The Customer's personal data may not be processed in a manner which entails a transfer to a third country or an international organization (including inadvertently through the use of cloud based IT solutions) unless this is in accordance with the Customer's instructions or otherwise is in accordance with the TPD.

5. INTERNATIONAL PERSONAL DATA TRANSFERS

5.1 Use of sub-contractors established outside the EU/EEA

5.1.1 If the Customer's personal data is to be transferred to and processed by a sub-contractor located outside the EU/EEA, Navelink is obliged to ensure that is a legal ground for such processing the personal data outside the EU/EEA, by ensuring that the sub-contractor accedes to the EU Model

Section Agreement or any other measure replacing the EU Model Section Agreement. Navelink shall be authorized to enter into such EU Model Section Agreements with subcontractors on behalf of Customer.

6. REMUNERATION

6.1 The remuneration for Navelink's undertakings under these TPD shall, unless otherwise stated in this Section 6, be included in the remuneration paid by the Customer under the Agreement. Notwithstanding the aforesaid, Navelink shall always, in case of the Customer's instructions or other requests under the TPD requires extra measures by Navelink in addition to what is reasonably required under the Agreement, be entitled to compensation for such surplus work on a time and material basis. This includes, for example, Navelink's assistance handling data subject requests.

6.2 In the event that (i) the Customer amends its written instructions mentioned in Section 2.2.1d) or (ii) the Customer would require the implementation of technical or organizational measures, in addition to those mentioned in Sub-appendix 3.1 and this would cause a cost increase to Navelink, then Navelink shall be entitled to request an equitable adjustment in the remuneration.

6.3 The payment terms for the adjusted remuneration shall, *mutatis mutandis*, be governed by the provisions regarding payment in Section ~~Error! Reference source not found.~~ in the GTC.

7. TERM AND TERMINATION

7.1 The TPD shall enter into force on the Effective Date. Unless terminated earlier due to a material breach of the terms of the Agreement, or in accordance with Section 7.2, the TPD shall remain in force until the termination or expiration of the Agreement, whereupon it shall terminate automatically without further notice.

7.2 Either Party may terminate the TPD by giving the other Party six (6) months written notice.

7.3 On termination of the TPD for any reason, Navelink shall cease to process the personal data processed on behalf of the Customer and shall, at the Customer's expense, provide for the return to the Customer (or its nominated Third Party) of all such personal data together with all copies in its possession or control unless storage of the personal data is required under the Regulatory Requirements. If the Customer does not respond to Navelink's offer to return the personal data processed by it under this TPD, within a period of sixty (60) days from when the offer was made, Navelink will be entitled to delete any such personal data, including copies thereof, unless storage of the personal data is required under the Regulatory Requirements.

8. MISCELLANEOUS

8.1 Either Party may assign its rights and obligations under the TPD without the prior written consent of the other Party.

8.2 The TPD sets forth and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and all prior agreements,



Appendix 3 Processing of Personal Data

Date

2020-03-31

Issue

1.1

Approved by

Anders Wendel, Head of Navelink

Classification

Consortium Unclassified Released Public

understandings or promises with respect hereto are superseded hereby.

8.3 No amendment, modification, release or discharge of the TPD shall be binding upon the Parties unless in writing and duly executed by authorized representatives of both Parties.

9. GOVERNING LAW AND DISPUTES

9.1 Provisions on governing law and disputes are set forth in the GTC.

PREVIEW