Data Processing Agreement

for LINK's provision of Messaging Services

1. Introduction

This Data Processing Agreement ("**DPA**") is entered into by LINK and the Customer and constitutes an integral part of Service Agreement between the parties ("**Agreement**"), together with the Scope Appendix, the Security Appendix; the Standard contractual clauses ("**SCC**") Appendix and any other agreed appendices.

When the data exporter is based in Switzerland, the references to the GDPR in the SCC should be understood as references to the Federal Act on Data Protection of 19 June 1992 and its revised version of 25 September 2020 (FADP) insofar as the data transfers are subject to the FADP.

When the data exporter is based in Switzerland, the SCC clauses also protect the data of legal entities until the entry into force of the revised FADP.

"**Data Protection Legislation**" shall mean the EU General Data Protection Regulation 2016/679 ("**GDPR**") and the EU Directive on privacy and electronic communications (ePrivacy Directive), and national provisions on protection of privacy in the country in which the Controller or Processor is established, as amended, replaced or superseded from time to time, including laws implementing or supplementing the GDPR and ePrivacy Directive.

Terms defined in the GDPR article 4 shall be understood in accordance with the GDPR definition.

2. Scope and commitment

The Parties agree and acknowledge that, in LINK's performance of services under the Agreement, processing of personal data on customer's behalf will take place. Customer therefore appoints LINK as data processor. The terms and conditions of data processing are set forth in this DPA. LINK guarantees that it will implement appropriate technical and organizational measures in such a manner that LINK's processing will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the Data Subject.

This DPA covers processing of personal data when LINK processes on the Customer's behalf as processor (GDPR Article 28.3) or, if the Customer is itself a processor, as a sub-processor (GDPR Article 28.4).

For the purpose of this DPA, Customer shall hold the obligations of Controller and is fully responsible towards a controller on whose behalf it processes Personal Data by use of LINK's services. Reference to the "Controller" herein will therefore in all cases be a refer to the Customer.

Subject to the Customer being based in Third Country located outside the European Union (EU) or the European Economic Area (EEA) and without an adequacy decision by the European Commission, the SCC Appendix, Module four, shall apply to the processing activities requiring personal data transfers from LINK as processor to the Customer.

LINK as processor, its Sub-processors, and other persons acting under the authority of LINK who have access to the Personal Data shall process the Personal Data only on behalf of the Controller and in compliance with the Agreement and the Controller's documented instructions, and in accordance with the DPA, unless otherwise stipulated in the Data Protection Legislation. LINK shall inform the Controller if an instruction from Controller, in LINK's opinion, infringes the Data Protection Legislation.

LINK's processing of personal data as controller is available in the privacy section of https://linkmobility.com/privacy/ .

3. Obligations of the controller

The Controller warrants that the Personal Data is processed lawfully, for specified, explicit and legitimate purposes. The Controller will not instruct LINK to process more Personal Data than required for fulfilling such purposes.

The Controller is responsible for ensuring that a valid legal basis for processing as defined in the Data Protection Legislation (ref. GDPR Article 6.1) exists at the time of transferring the Personal Data to LINK. If such legal basis is consent (ref. GDPR Article 6.1 (a)) the Controller warrants that any consent is given explicitly, voluntarily, unambiguously and on an informed basis.

In addition, the Controller warrants that the Data Subjects to which the personal data pertains have been provided with information required under the Data Protection Legislation (ref. GDPR article 13 and 14) on the processing of their Personal Data.

Any instructions regarding the processing of Personal Data carried out under this DPA shall primarily be submitted to LINK. In case the Controller instructs a Sub-processor appointed in accordance with section 10 directly, the Controller shall immediately inform LINK hereof. LINK shall not in any way be liable for any processing carried out by the Sub-processor because of instructions received directly from the Controller, and such instructions result in a breach of this DPA, the Agreement or Data Protection Legislation.

4. Confidentiality

LINK ensures that its employees, its Sub-processors, and other persons who process the personal data by authority of LINK have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

The Controller is subject to a duty of confidentiality regarding any documentation and information received by LINK, related to LINK or LINK's Sub-processors' implemented technical and organizational security measures, or information which LINK's Sub-processors have defined as confidential. However, Controller may always share such information with supervisory authorities, if necessary, to act in compliance with Controller's obligations under Data Protection Legislation or other statutory obligations.

5. Security

The security requirements applying to LINK's processing of Personal Data are governed by Security Appendix to the DPA.

6. Access to Personal data and fulfilment of Data Subjects' rights

Unless otherwise agreed or dictated by applicable law, the Controller is entitled to request access to personal data being processed by LINK on behalf of the Controller.

If LINK, or a sub-processor, receives a request from a Data Subject relating to processing of Personal Data processed on behalf of the Controller, LINK shall send such request to the Controller, for the Controller's further handling thereof, unless otherwise stipulated in statutory law.

Taking into account the nature of the processing, LINK shall assist the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the Data Subject's rights stipulated in Data Protection Legislation, including the Data Subject's right to (i) access to its Personal Data, (ii) rectification of its inaccurate Personal Data; (iii) erasure of its Personal Data; (iv) restriction of, or objection to, processing of its Personal Data; and (v) the right to receive its Personal Data in a structured, commonly used and machine-readable format (data portability). To the extent Customer requests assistance exceeding the requirements for processors in the GDPR, LINK shall be compensated for such assistance at LINK's then current rates.

7. Other assistance to the Controller

If LINK, or a Sub-processor, receives a request for access or information from the relevant supervisory authority relating to the registered Personal Data or processing activities subject to this DPA, LINK shall notify the Controller, for the Controller's further processing thereof, unless LINK is entitled to handle such request itself.

If the Controller is obliged to perform a Data Protection Impact Assessment and/or Prior consultation with the supervisory authority in connection with the processing of Personal Data under this DPA, LINK shall provide assistance to the Controller, taking into account the nature of processing and the information available to LINK. To the extent Customer requests assistance exceeding the requirements towards processors in the GDPR, the Customer shall bear any costs accrued by LINK related to such assistance.

8. Notification of Personal Data Breach

LINK shall notify the Controller without undue delay after becoming aware of a Personal Data Breach. The Controller is responsible for notifying the Personal Data Breach to the relevant supervisory authority in accordance with GDPR article 33.

The notification to the Controller shall be sent on agreed e-mail address, and as a minimum describe (i) the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the likely consequences of the Personal Data Breach; (iii) the measures taken or proposed to be taken by LINK to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

In the event the Controller is obliged to communicate a Personal Data Breach to the Data Subjects, LINK shall assist the Controller, taking into account the nature of processing and the information available to LINK. The Controller shall bear any costs related to such communication to the Data Subject.

9. Transfer to Third Countries

Transfer of Personal Data to countries located outside the European Union (EU) or the European Economic Area (EEA) and without an adequacy decision by the European Commission, hereunder disclosure or provision of access, may only occur in case of documented instructions from the Controller.

For transfer to sub-processors, the documented instructions are described in section 10 below and are subject to EUs standard contractual clauses as provided in the SCC Appendix, Module three - transfers from LINK as processor to a sub-processor in a Third Country.

The Customer accepts and understands that transfer to operators in Third Countries that is necessary to transmit messages to recipients located in such countries is not covered by the requirements herein.

10. Use of sub-processors

The Controller agrees that LINK may appoint another processor, hereinafter referred to as sub-processor, to assist in providing the services and processing Personal Data under the Agreement, provided that LINK ensures that the data protection obligations as set out in this DPA and in Data Protection Legislation are imposed upon any Sub-processor by a written agreement; and that any Sub-processor provides sufficient guarantees that they will implement appropriate technical and organizational measures to comply with Data Protection Legislation and this DPA, and will provide the Controller and relevant supervisory authorities with access and information necessary to verify such compliance.

LINK shall remain fully liable to the Controller for the performance of any Sub-processor.

Applicable sub-processors are listed in Scope Appendix. LINK may update the list to reflect any addition or replacement of Sub-processors by notification to the Customer at least 3 months prior to the date on which such Sub-processor shall commence processing of Personal Data. Any objection to such changes must be provided to LINK within 3 weeks of receipt of such notification or publication on the website. In case of an objection from Customer as to the supplementing or change of a Sub-processor, LINK may terminate the Agreement and this DPA with 1 months' notice.

By entering into this DPA, the Customer grants LINK authority to secure any legal basis for Transfer to Third Countries for any Sub-processor approved in accordance with the procedure stipulated above. If Customer is not itself controller, Customer will ensure such grant from controller. Upon request, LINK shall provide the Controller with a copy of the EUs standard contractual clauses under the SCC Appendix, Module three or description of the legal basis for Transfer.

LINK shall provide reasonable assistance and documentation to be used in Controller's independent risk assessment in relation to use of Sub-processors or Transfer of Personal Data to a Third Country.

11. Audits

LINK shall, upon request, provide the Customer with documentation of implemented technical and organizational measures to ensure an appropriate level of security, and other information necessary to demonstrate LINK's compliance with its obligations under the DPA and relevant Data Protection Legislation.

Controller and the supervisory authority under the relevant Data Protection Legislation shall be entitled to conduct audits, including on-premises inspections and evaluations of Personal Data being processed, the systems and equipment used for this purpose, implemented technical and organizational measures, including security policies and similar, and Sub-processors. Controller shall not be given access to information concerning LINK's other customers and information subject to confidentiality obligations.

Controller is entitled to conduct such audits one (1) day per year, upon no less than two weeks' notice. If Controller appoints an external auditor to perform the audits, such external auditor shall be bound by a duty of confidentiality. Controller shall bear any costs related to audits initiated by Controller or accrued in relation to audits of Controller, including compensation to LINK to the extent Controller requires support exceeding the requirements in the GDPR. LINK shall nevertheless bear such costs if an audit reveals non-compliance with the DPA or Data Protection Legislation.

12. Term and termination

The DPA is valid for as long as LINK processes Personal Data on behalf of the Controller.

In the event of LINK's breach of the DPA or non-compliance of the Data Protection Legislation, the Controller may (i) instruct LINK to stop further processing of Personal Data with immediate effect; and/or (ii) terminate the DPA with immediate effect.

13. Effects of termination

LINK shall, upon the termination of the DPA delete all the Personal Data processed on behalf of the Controller unless otherwise stipulated in applicable law. Customer accepts and understands that Personal Data is accessible by it until termination, should Customer require copies of such data before deletion.

Upon Customer's request, LINK shall document in writing to the Controller that deletion has taken place in accordance with the DPA.

14. Breach of the DPA and Limitation of liability

Each party's non-conformity with requirements set out in this DPA shall be regarded as a breach of agreement by that party, and the party shall ensure that breach is remedied without delay. The party in breach shall update the other party on measures adopted to remedy the non-conformity. Neither party shall be liable to the other party for errors caused by the other party's systems or actions, negligence or omissions, or by general internet or line delays, power failure or other error outside the parties' reasonable control.

Liability limitations in the Services Agreement between the parties apply to liability under this DPA and the SCC Appendix.

15. Notices and amendments

All notices relating to the DPA shall be submitted in writing or email to agreement contact person.

In case changes in Data Protection Legislation, a judgement or opinion from another authoritative source causes another interpretation of Data Protection Legislation, or changes to the services under the Agreement require changes to this DPA, LINK will propose implementation of such changes into the DPA.

Any modification or amendment of this DPA shall be effective only if agreed in writing and signed by both parties.

16. Governing law and legal venue

The Agreement's terms regarding governing law, dispute resolution method and legal venue agreement shall apply if the location is within the EU or EEA. In other cases, the governing law shall be Norwegian, and the legal venue shall be the courts of Oslo

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