

Special Terms and Conditions for the Processing of Personal Data in conjunction with services other than Cloud Services and IT Infrastructure Services (other services)

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These Special Terms and Conditions are intended to apply together with the General Terms and Conditions for IT Maintenance, Agile Projects, Internet Projects, IT Projects and IT Services (together 'other services') issued by the Swedish IT and Telecom Industries if the supplier processes personal data on behalf of the customer in relation to the provision of such a service.

These Special Terms and Conditions constitute an appendix to the Agreement. These Special Terms and Conditions shall have precedence over any conflicting terms in the General Terms and Conditions for agreed Maintenance, Project or Service issued by the Swedish IT and Telecom Industries. The Agreement shall have precedence over any conflicting terms in these Special Terms and Conditions.

If the supplier is the processor for the processing of personal data in relation to the Service, the customer shall be the controller of personal data and the supplier the processor under these Special Terms and Conditions.

The parties shall ensure, before signing the Agreement which includes these Special Terms and Conditions, that the Appendix 'Specification of the Processing of Personal Data' has been correctly filled in. The Appendix 'Specification of the Processing of Personal Data' shall, among other things, specify the subject matter of the processing, the duration, nature and purpose of the processing, the type of personal data and categories of data subjects.

1. DEFINITIONS

Applicable Data Protection Legislation

'Applicable Data Protection Legislation' means, unless otherwise agreed separately, the General Data Protection Regulation, the Data Protection Act in Sweden and the binding regulations and decisions issued by the Data Protection Authority that apply to the processing of personal data under the Data Processing Agreement.

Service

The Maintenance, Project or Service defined in the applicable General Terms and Conditions.

The Data Processing Agreement

These Special Terms and Conditions and the Appendix 'Specification of the Processing of Personal Data' together with any amendments to these that the parties have agreed upon in the Agreement.

The Customer's Equipment

Computers and other equipment owned, rented or leased by the customer or its supplier of IT operations.

The General Terms and Conditions

The General Terms and Conditions for IT Maintenance, Agile Projects, IT Services, Internet Projects or IT Projects issued by the Swedish IT and Telecom Industries that constitute an appendix to the Agreement.

The Supplier's Equipment

Computers and other equipment owned, rented or leased by the supplier or its sub-supplier.

Other terms

Terms with initial capital letters in these Special Terms and Conditions shall have the meaning specified in the General Terms and Conditions. Other terms in

these Special Terms and Conditions shall be interpreted in accordance with Applicable Data Protection Legislation

2. APPLICABILITY

2.1 The Data Processing Agreement becomes applicable from and including 25 May 2018, unless otherwise agreed between the parties, and thus replaces the General Terms and Conditions' terms regarding the processing of personal data.

2.2 Relevant clauses regarding the processing of personal data included in the General Terms and Conditions shall apply between the parties up until 25 May 2018, unless otherwise agreed.

3. PROCESSING OF PERSONAL DATA

3.1 Instructions

3.1.1 The customer is, in its capacity as controller of personal data, responsible for personal data being processed in accordance with Applicable Data Protection Legislation. The customer is responsible for the supplier not processing any categories of personal data other than those specified in the Appendix 'Specification of the Processing of Personal Data' and to the extent specified therein. Unless otherwise is stated in the Appendix 'Specification of the Processing of Personal Data' or in the Agreement in general, the supplier shall in relation to the Service:

- a) only process such personal data about those groups of data subjects subject to the Service that by its nature is to be regarded as harmless, such as contact details of customers and employees; and
- b) not process any special categories of personal data, such as information about health, or other information that is privacy intrusive.

3.1.2 The supplier, and each person authorised to perform work on its behalf, undertakes to only process personal data in accordance with the customer's documented instructions, unless the supplier is obligated to process the personal data pursuant to Swedish or European legislation. In such event, the supplier shall inform the customer about this obligation before the processing begins, to the extent that this is permissible under applicable rules.

3.1.3 Without limiting the scope of Sub clause 3.1.2 above, the supplier may not process personal data for its own purposes or any purpose other than those stated in the Agreement. The supplier shall be entitled to process personal data for the purposes of providing, maintaining and delivering support in relation to the Service. Each party shall ensure that the other party is entitled to process contact details and any other personal data for of the party's employees of the first party if and to the extent that this is necessary to facilitate the performance of the Service.

3.1.4 The Data Processing Agreement, including the Appendix 'Specification of the Processing of Personal Data', constitutes the customer's complete instructions for the processing of personal data under the Data Processing Agreement, with the exception of any written instructions that the customer is obliged to provide during the term of Agreement in order to comply with Applicable Data Protection Legislation. Any other amendments shall be agreed separately. Any amendment that constitutes an amendment of the Appendix 'Specification of the Processing of Personal Data' shall be documented. The supplier shall be entitled to reasonable compensation for abiding by the amended written instructions. If the supplier notifies the customer within a reasonable time that the supplier has an objective reason to oppose the customer's amended instructions for complying with Applicable Data Protection Legislation, each party shall be entitled to terminate the Agreement for the Service affected in writing in accordance with the Agreement's procedure for premature termination without cause and otherwise subject to three months' notice of termination. Regardless of which party gave rise to the termination of the Agreement under this Sub-clause, reimbursement shall be paid in accordance with the General Terms and Conditions' terms for customers' premature termination without cause. If the General Terms and Conditions are silent in this respect, the supplier shall reimburse the customer for any charges paid for the period following expiry of the termination period and the customer shall reimburse the supplier's costs for premature termination of the Agreement.

3.2 Security measures

3.2.1 If the supplier is to process personal data

on the Supplier's Equipment under the Data Processing Agreement, the supplier shall implement the organisational and technical measures required pursuant to Applicable Data Protection Legislation and those stated in the Appendix 'Specification of the Processing of Personal Data' and also those that may otherwise be stipulated in the Agreement in order to protect the personal data processed against personal data breaches ('security measures'). The customer is responsible for implementing the necessary security measures if the supplier is to process personal data on the Customer's Equipment under the Data Processing Agreement.

- 3.2.2 If the supplier is to process personal data on the Supplier's Equipment, the supplier shall abide by the security measures specified in the Appendix 'Specification of the Processing of Personal Data' and as may be stipulated in the Agreement and otherwise its internal security regulations when performing the Service. After signing of the Agreement, the supplier may amend its internal security regulations in accordance with the terms of the Agreement, provided that the amendment is compliant with Applicable Data Protection Legislation. If the supplier is to process personal data at the customer's premises, or via remote access, the supplier shall abide by the security regulations provided by the customer at signing of the Agreement when performing the work.
- 3.2.3 If the supplier is to process personal data on the Supplier's Equipment, the customer is responsible for ensuring that the security measures agreed in accordance with Sub-clause 3.2.1 complies with the customer's data security obligations pursuant to the Applicable Data Protection Legislation as regards the personal data processed. If the customer requests an amendment of the security measures, the same provisions as apply for the customer's instructions according to Sub-clause 3.1.4 shall apply to such a request. The provisions of Sub-clause 3.2.4 shall apply if the supplier requests amended security measures.
- 3.2.4 If the supplier discovers that the security measures agreed in accordance with Sub-clause 3.2.1 wholly or in part conflict with Applicable Data Protection Legislation, the supplier shall notify the custo-

mer in writing within a reasonable time and await the customer's written instructions on appropriate security measures as set forth in Sub-clause 3.1.4. In order to comply with Applicable Data Protection Legislation, the supplier is entitled to implement any reasonable and necessary security measures at the cost of the customer if the customer fails to provide new instructions within a reasonable time despite being asked to do so.

3.3 Reporting personal data breaches

- 3.3.1 The supplier shall notify the customer without undue delay after becoming aware of a personal data breach.
- 3.3.2 Taking into account the nature of the processing and the information that the processor has available, such a notification shall:
- a) describe the nature of the personal data breach and, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned,
 - b) describe the likely consequences of the personal data breach, and
 - c) describe the measures taken or proposed to be taken to address the personal data breach or mitigate its possible adverse effects.
- 3.3.3 Where, and insofar as, it is not possible to provide the information at the same time, the information may be provided in phases without further undue delay.
- 3.3.4 If the customer, in violation of Applicable Data Protection Legislation, does not inform the data subject of a personal data breach and the Data Protection Authority orders the supplier to do so in its stead, the customer shall compensate the supplier for the costs incurred by the supplier when complying with the Data Protection Authority's decision.
- ### **3.4 Sub-processors and transfers to third countries**
- 3.4.1 Unless otherwise stated in the Agreement, the supplier shall be entitled to engage sub-processors within and outside the EU/EEA for the processing of personal data.

The supplier shall ensure that sub-processors are bound by written agreements that impose the same obligations when processing personal data as those obligations laid down in the Data Processing Agreement. Where the sub-processor fails to fulfil its obligations under such a contract, the supplier shall remain fully liable to the customer for the performance of the sub-processor's obligations. By entering into this Data Processing Agreement, the customer accepts that personal data may be processed by the sub-processors, including group companies, specified in the Appendix 'Specification of the Processing of Personal Data' and in those countries stated in the same Appendix. 'Group companies' shall mean companies that at any given time control, are controlled by or are jointly controlled with the supplier.

3.4.2 The supplier shall notify the customer if the supplier needs to replace or engage a new sub-processor. The supplier shall then state the sub-processor's name and details of the location of the processing and, at the customer's written request, information about the processing activity to be undertaken by the sub-processor on behalf of the supplier. If the customer wishes to object to such changes, this shall be done in writing and immediately after the supplier provided the information about the change. If the supplier still intends to replace or engage a new sub-processor despite the customer's objection, the customer shall be entitled to terminate the Agreement observing the notice period for premature termination that may be stated in the Agreement and otherwise with a reasonable time of notice. If the customer does not have a justifiable reason for its objection, the customer's notice shall be regarded as a premature notice of termination without cause, whereby the customer shall pay the compensation stated in the Agreement for such termination and otherwise an amount corresponding to 25% of the remaining monthly charges for the Service from the expiry of the notice period. A 'justifiable reason' shall in this Sub-clause mean circumstances on the part of the sub supplier that significantly affect, or are likely to affect, the protection of the data subject's personal data, e.g. where the new sub-processor does not satisfy the requirements on processors in Applicable Data Protection Legislation.

3.4.3 The supplier shall ensure a legal ground for transfers of personal data to, or access from, a location outside the EU/EEA, for example by using the European Commission's standard contractual clauses for transfer of personal data to a third country or any provisions succeeding these. The supplier shall be entitled to enter into such standard contractual clauses with sub-processors on behalf of the controller.

3.5 Obligation to assist the customer

3.5.1 Taking into account the nature of the processing, the supplier shall, in addition to the provisions of Sub-clause 3.2 (Security measures), implement appropriate technical and organisational measures in order to, at the customer's written request, assist the customer in fulfilling the customer's obligation to respond to the requests for exercising the data subject's rights laid down in Chapter III of the General Data Protection Regulation, such as transparency and modalities, information and access to personal data, rectification and erasure and the right to object and automated individual decision-making. The customer shall no later than upon signing of the Agreement describe to the supplier in writing whether and to what extent the customer considers that such measures are necessary for the supplier's processing under the Data Processing Agreement.

3.5.2 Taking into account the nature of processing and the information available to the supplier, the supplier shall also be obliged at the written request of the customer to assist the customer in ensuring compliance with the customer's obligations in respect of security for processing, personal data breaches, data protection impact assessments and prior consultation in accordance with Applicable Data Protection Legislation.

3.5.3 Unless otherwise agreed in writing, the supplier shall be entitled to reasonable compensation for the supplier's assistance in accordance with Sub-clause 3.5.

3.6 Disclosure of personal data

3.6.1 The supplier shall not, without the customer's prior consent, disclose or otherwise reveal any personal data covered by the Data Processing Agreement to a data subject or third party, unless otherwise stated in the Agreement or required by law

or a court or official authority's decision. In the event that the supplier must disclose such data due to law or a court or official authority's decision, the supplier shall notify the customer of the disclosure, unless this is prohibited by applicable law or a court or official authority's decision.

- 3.6.2 The supplier shall without undue delay refer a data subject, the Data Protection Authority or any other supervisory authority to the customer in case of enquiries relating to the processing of personal data under the Data Processing Agreement. The supplier shall be entitled to reasonable compensation for responding to an enquiry that refers specifically to the processing of the customer's personal data and that are not a consequence of the supplier being in breach of its obligations under the Data Processing Agreement regarding the processing of personal data.

4. AUDIT

- 4.1 The supplier shall make available to the customer all information necessary to demonstrate compliance with the Applicable Data Protection Legislation's requirements on processors and allow for and contribute to audits, including inspections, conducted by the customer or another auditor mandated by the customer. Unless otherwise stated in the Agreement, an inspection may only be conducted if the demand for an audit according to Applicable Data Protection Legislation cannot, according to Applicable Data Protection Legislation, be met by the supplier providing information. In the event that the customer wishes to conduct an inspection, the customer shall provide the supplier with reasonable prior notice and shall at the same time specify the content and scope of the inspection. The supplier may charge the customer for any reasonable costs incurred in conjunction with the audit.
- 4.2 The supplier shall immediately inform the customer if the supplier considers that information, including inspections, in accordance with Sub-clause 4.1, is not required or infringes Applicable Data Protection Legislation.
- 4.3 A precondition for an audit under Sub-clause 4.1 is that the customer, or auditor mandated by the customer, has entered into necessary confidentiality under-

takings and complies with the supplier's security regulations at the location where the inspection is to be performed, including that the inspection will be performed without any risk of it hindering the supplier's business or the protection of other customers' information. Information collected as part of the inspection shall be erased after the audit has been completed or when it is no longer needed for the purpose of the audit.

5. CONFIDENTIALITY

The supplier's processing of the customer's personal data under the Data Processing Agreement is covered by the confidentiality provisions included in the General Terms and Conditions.

6. REMUNERATION FOR WORK PERFORMED

In addition to what is otherwise stated in the Data Processing Agreement, the supplier shall be entitled to reasonable remuneration for complying with the customer's written instructions, provided that the action requested is not specified in the Agreement. If the supplier is entitled to remuneration for work performed, the price list applicable in the Agreement shall apply to such work and, in the absence of such, the supplier's current price list.

7. LIABILITY ACCORDING TO APPLICABLE DATA PROTECTION LEGISLATION

- 7.1 If the supplier becomes the party liable to pay damages to the data subject under Applicable Data Protection Legislation, and the customer was involved in the same processing that constitutes the ground for the data subject's claim, the customer shall reimburse the supplier for such part of the compensation that the supplier is according to law obliged to pay to the data subject that exceeds the compensation that the supplier is lawfully obligated to pay to the data subject if the supplier has not complied with the General Data Protection Regulation's obligations specifically directed to the supplier as processor or where the supplier has acted outside or contrary to the lawful instructions issued by the customer in its capacity as controller. The customer shall also reimburse the supplier's reasonable and proportional (in relation to the customer's responsibility) costs of defending itself against such claims.

- 7.2 If the customer becomes the party liable to pay damages to the data subject under Applicable Data Protection Legislation, and the supplier was involved in the same processing that constitutes the ground for the data subject's claim, the supplier shall reimburse the customer for such part of the compensation that the customer is according to law obliged to pay to the data subject that corresponds to the compensation the supplier is lawfully obligated to pay if the supplier has not complied with the General Data Protection Regulation's obligations specifically directed to the supplier as processor or where the supplier has acted outside or contrary to the lawful instructions issued by the customer in its capacity as controller and the supplier cannot prove that the supplier is not responsible in any way for the event giving rise to the damage. The supplier shall also reimburse the customer for its reasonable and proportional (in relation to the supplier's responsibility) costs for defending itself against such claims. The supplier's overall responsibility under the Data Processing Agreement in accordance with Sub-clause 7.2 is limited to an amount corresponding to 100% of the last 12 months' fees for the Service, except in the case of intent or gross negligence.
- 7.3 A Party's obligation to reimburse the other party under this Clause 7 shall survive the termination and expiration of the Agreement.
- 7.4 A party receiving a claim from a data subject shall within a reasonable time notify the other party in writing about such a claim when the party deems it likely that a claim against the other party as set forth in Sub-clauses 7.1 and 7.2 may be pursued, allow the other party to review the data subject's and the party's documentation in such proceedings and to provide its comments. No later than within six months from when the party became liable to pay damages to the data subject shall the party make a claim for reimbursement as set forth in Clause 7.
- 7.5 A party's liability for other types of damages than what is expressly governed by this Clause 7 shall be exclusively governed by the General Terms and Conditions
- 8. TERM OF AGREEMENT AND MEASURES UPON TERMINATION OF THE AGREEMENT**
- 8.1 The Data Processing Agreement is valid for as long as the supplier is processing personal data on behalf of the customer.
- 8.2 Upon the termination of the Agreement, the supplier shall, at the customer's request and at the option of the customer, delete or promptly return all personal data that the supplier has processed on the Supplier's Equipment to the customer or to the party nominated by the customer. After transferring the personal data, the supplier shall delete or anonymise any copies within a reasonable time, but no later than within six months from the termination of the Agreement, unless Swedish or European legislation requires otherwise. The supplier shall be entitled to reasonable compensation for any work as set forth in this Sub-clause 8.2 in accordance with the supplier's current price list. The supplier shall, upon request, provide written information about what measures have been taken in conjunction with the termination of the Agreement or, alternatively, confirm that the supplier has taken the measures required to comply with this Sub-clause 8.2.