

# TELIA NORGE CPA AGREEMENT

## 1 BACKGROUND AND PURPOSE OF THE AGREEMENT

- 1.1 The Agreement governs the Customer's access to Telia's Products.
- 1.2 The basis for the Agreement is that Telia offers a specific access to its infrastructure, which gives the Customer the possibility to offer End Users value added Services by Telia's communication network, unless the End User has taken reservations against this. The Agreement also governs distribution of Services by Telia's communication network to Telia's Service Providers, unless the Service provider has taken reservations against this.

## 2 CONTENTS

- 2.1 This document consists of the Agreement Form, constituting the main body of Agreement and four Appendices. The Implementation Guides can be found at <http://cpa.telia.no>.

Appendix 1 contains Telia contact information and customer support.

Appendix 2 contains a summary of the individual Products in the CPA product portfolio.

Appendix 3 sets out the fees for each of the Products.

Appendix 4 sets out the Parties' obligations with respect to the handling of personal data under the Agreement.

## 3 DEFINITIONS

<b>Access Number</b>	A number that identifies the Customer. A Customer may have one or several Access Numbers related to one or more Products.
<b>Agreement</b>	The Agreement Form, the Appendices and Implementation Guide.
<b>Agreement Form</b>	The main body of Agreement excluding the Appendices and Implementation Guide.
<b>Appendices</b>	Documents embedded in this Agreement named Appendices.
<b>Commercial Contact Person</b>	Customer's primary point of contact and authorized to sign on behalf of the Customer.
<b>CPA Web</b>	Telia's web site for Customers which is available if logged on to <a href="http://cpa.telia.no">http://cpa.telia.no</a>

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<b>Customer</b>	Telia's contracting party.
<b>End User(s)</b>	Telia's subscribers or Telia's Service Providers' subscribers. In certain cases End User may also be customer of other mobile network operator.
<b>Implementation Guides</b>	Technical document including a description of and requirements to the individual Products. There is one implementation guide for each Product.
<b>Product(s)</b>	The Products to which Telia gives the Customer access under the Agreement.
<b>Services</b>	The services provided by the Customer to the End User by the Products.
<b>Service Provider(s)</b>	Offers mobile communication services based on Telia's communication network.
<b>Party/Parties</b>	Telia or the Customer / both.

## 4 PRIORITY

- 4.1 In the event of inconsistencies in the Agreement, the documents shall have the following priority:
- a) Agreement Form
  - b) Appendices
  - c) Implementation Guides

## 5 TELIA'S OBLIGATIONS

- 5.1 Telia shall make the Products available to the Customer as set forth in the Agreement.
- 5.2 Telia shall operate and maintain its communication network and relevant support systems in such way that Telia can offer a high degree of accessibility to the Products.
- 5.3 Telia shall make available one or several Access Numbers. Telia reserves the right, without any liability, to withdraw assigned Access Numbers on basis of orders by public authorities or breach of the Agreement.
- 5.4 Telia shall have qualified personnel available for questions and clarifications in connection with the co-operations. Telia's contact persons at any time are set forth in Appendix 1.

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- 5.5 Telia shall comply with the Agreement, prevailing laws, regulations and regulatory practice at any time, including the provisions of the personal data act regarding treatment of personal data, and shall not behave in a way that may cause damage to the Customer's reputation or integrity in the market.

## 6 THE CUSTOMER'S OBLIGATIONS

- 6.1 The Customer is responsible for the Services that are offered by the Products.
- 6.2 The Customer shall follow the updated version of Implementation Guides applicable at all times. The Implementation Guide regulates and describes the usage of the technical interface to each and every Product.
- 6.3 The Customer shall not alter or make supplements to the Products without the explicit consent of Telia.
- 6.4 The Customer shall bear its own costs for utilizing the Products, establish customer support for End Users and make sure Services are not delivered to End Users not defined as active in Telias network.
- 6.5 The Customer is obliged to comply with the Agreement (for the avoidance of doubt including the Implementation Guides), prevailing laws, regulations and regulatory practice at any time, including the provisions of the penal code regarding pornography, the provisions of the marketing act regarding marketing, provisions of the personal data act regarding treatment of personal data, the provisions of the e-trade act regarding information requirements, the provisions of the copyright act on copyright to intellectual property, the provisions of the e-commerce act regarding security and treatment of personal data, the provisions of the lotteries act regarding lotteries etc. The Customer shall not behave in a way that may cause damage to Telia's reputation or integrity in the market.
- 6.6 The Customer shall indemnify and hold Telia and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers harmless from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission contrary to Section 6.5.
- 6.7 The Customer shall have qualified personnel available for questions and clarifications in connection with the co-operations. The Customer's contact persons at any time are set forth in the form "General Customer Information" which is sent in by the Customer. The form is available from Telia CPA Support. The Customer shall keep the contact information on the CPA Web updated at all times.
- 6.8 The Customer shall inform Telia of not unessential expected increase in the transaction volume.

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- 6.9 The Customer shall keep Telia informed about possible claims from third parties that have occurred as a result of the Service. If anyone forms a case against Telia, as a consequence of the Customer's activity, the Customer shall at its own expense protect Telia's interests. This obligation of the Customer requires that Telia without undue delay notifies the Customer about such claims, that the Customer obtains full control of the case and that Telia collaborates with the Customer in possible negotiations or legal proceedings. In such case, the Customer will cover awarded or compromised costs and damages. Any loss, direct or indirect, incurred by Telia as a consequence of breach of Section 6.9 by the Customer, shall be fully covered by the Customer and the Customer shall have the full legal and economic responsibility towards Telia and/or third parties, notwithstanding the limitations of liability set forth in the Agreement.
- 6.10 The Customer shall cover its own expenses related to the Products and costs related to fulfilment of other requirements set forth in the Agreement.
- 6.11 The Customer shall ensure that the End User receives information about the identity of the organization that communicates with the End User through the Services. The information shall be provided in the initial communication with the End User, as well as at reasonable intervals considering the scope and the nature of the Services
- 6.12 The Customer shall have an appropriate customer service towards the End Users in connection with the Services.
- 6.13 The Customer shall, without undue delay, inform Telia about possible defects of the Products that are discovered. The Customer shall check reports and error messages from Telia's network and others.
- 6.14 The Customer shall check delivery reports and update internal systems so that the Customer terminates delivery of Services by Telia's network, if End User is not defined as active in Telia's network.
- 6.15 The Customer may enter into agreements with its customers, sub-suppliers, content providers and similar persons that adopt the Products. In such cases, the Customer shall make the provisions of the Agreement applicable in the agreement that the Customer enters into with others. The Customer shall be liable for breach of the Agreement by one of its customers, sub-suppliers, content providers and similar persons that take the Products in use.
- 6.16 The Customer shall provide Telia with information about the Services that the Customer (or customers of the Customer) offers to End Users, upon request, to the extent necessary to monitor compliance with this Agreement
- 6.17 The Customer is responsible for always having user access to the CPA Web and especially for informing the CPA Support of changes in the contact details of the Commercial Contact Person.

## 7 ORDERING AND CANCELLING OF PRODUCTS

- 7.1 The Customer orders Products under this Agreement by contacting Telia CPA Support, cf. Appendix 1.
- 7.2 In addition, the General Customer Information form and the Technical Information form must be sent to Telia CPA Support before the Product(s) can be delivered.

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- 7.3 The Commercial Contact Person may send Telia a list of persons who are authorized by the Customer to order or cancel Products under the Agreement.
- 7.4 Cancellation orders shall be sent per e-mail to Telia CPA Support, cf. Appendix 1.

## 8 RESTRICTIONS IN AVAILABILITY DUE TO SERVICE DEVELOPMENT, NON-COMPLIANCE ETC.

- 8.1 Telia has the right to install or change the Products if this is considered necessary as a consequence of development, adaptation, repairs, maintenance, operation security, upgrading, service, and also if imposed by the authorities in accordance with relevant laws and regulations. If possible, notification shall be given minimum 5 working days in advance. Telia has no liability for possible costs or loss the Customer incurs in such regards, e.g. for adaptation and replacement of equipment.
- 8.2 Telia has the right to monitor compliance with the Terms in this Agreement, and to restrict the Customer's access to the Products partially or completely in the following situations:
- Telia considers the Customer's Services to be in violation of the Agreement, applicable laws and regulations, relevant customary practice and furthermore in cases where there are reasonable grounds for such action.
  - The Customer behaves in a way that is or may be detrimental to Telia's reputation or integrity in the market.
  - The Customer ceases its payments, enters into debt negotiations or becomes bankrupt.
  - The Customer applies equipment or the Products in a way that disturb the communication network, uses not authorized equipment or equipment used in violation of the Implementation Guide.
  - The Customer distributes spam or marketing materials to End Users without obtaining prior consent from the End User.
  - The Customer sends or forwards material by Telia's communication network, like pornography, or material that violates third parties copyright etc.
  - The Customer's company is dissolved or enters into mergers without the Agreement being transferred in accordance with Section 22.
  - The Services are based on wrongful information from the Customer.
  - The Customer does not respond to requests from Telia within stipulated time-limits.

The Customer shall receive notification within reasonable time prior to enforcement of such access restrictions, unless immediate restrictions are necessary to prevent illegal use of the Products.

- 8.3 Telia is not liable for the expenses and loss that the Customer may incur due to Telia's actions according to Section 8.2 .
- 8.4 Telia may re-open the access to the Products when the circumstances that gave grounds for the closedown have been rectified, unless Telia has terminated the Agreement, cf. Section 17. Telia may also keep the access to the Products closed in a given period. The duration of the closedown will correspond to the degree of the breach. In case of termination, Telia may decide if the termination shall include the whole Agreement or only the individual Product.

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## 9 USE OF THE PRODUCTS

- 9.1 The use of an Access Number with 5 dialling numbers is solely attached to the Bulk Messaging Product for the delivery of messages to End Users in Telia's communication network, where an Access Number of 5 dialling numbers is the sender or is set as a sender. An exception is made when messages are sent from other Norwegian mobile operators.
- 9.2 The Customer is not allowed to use other Products but Telia CPA Bulk Messaging for the delivery of messages to End Users in Telia's communication network with an alphanumeric sender. An exception is made when messages are sent from other Norwegian mobile operators.
- 9.3 The Customer shall save logs over all sent SMS or MMS messages for at least three months. The authorities may restrict the storage of the content of messages. Where such restrictions conflict with the first sentence of this Section, these restrictions have the first priority.
- 9.4 The Customer shall secure that he has agreement with Telia about – or written agreement of operations for – Access Numbers that is defined as originating address of mobile terminated SMS or MMS messages sent by the Customer.
- 9.5 Alphanumeric originating address of SMS or MMS messages shall be a company registered in the Register of Business Enterprises (Foretaksregisteret i Brønnøysund) or a registered trade mark owned by this company, and the Customer shall have an agreement with this company to use the company name or trade mark as the originating address. It is allowed to use an alternative originating address as long as the company name or trade mark name is included in the message body.
- 9.6 The Customer shall secure that the owner of mobile phone numbers (MSISDN) that are defined as originating address of mobile terminated SMS or MMS messages sent by the Customer, permits this practice. Telia has the right to stop the processing of such SMS and MMS messages that are abusing a MSISDN as originating address.
- 9.7 The Customer shall comply with applicable data protection law in relation to use of the Positioning Product and the Terminal Detection Product. The Customer shall inter alia ensure that a valid consent has been obtained from the End Users before such data is being processed, unless processing is necessary for compliance with a legal obligation to which Telia is subject, and that appropriate measures are taken to provide the data subject with adequate information about the data processing.
- 9.8 With regard to all use of the Products, the Customer shall ensure that End Users do not receive unsolicited messages in violation of the Norwegian marketing act Article 15 (unsolicited advertisements or spam), and to ensure that End Users are not swindled or misled, either directly or indirectly, to call or message surcharged services.

The Customer shall document its compliance with the Norwegian marketing act Article 15 upon Telia's request.

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- 9.9 Customers being in possession of a right from NKOM (Norwegian Communications Community) to use 5-digit numbers, may send and receive messages by use of those numbers under the Agreement. It is the Customer's sole responsibility to ensure that such numbers are only used under the Agreement by the enterprise registered by NKOM as possessor of the relevant number.

The Customer shall follow the guidelines issued by NKOM for the use of 5-digit numbers in relation to the Products under the Agreement. Breach of NCOMs guidelines or instructions shall be deemed a breach of the Agreement and results in immediate termination of the Agreement.

## 10 SUPPORT

- 10.1 Telia performs fault corrections according to Telia's internal current routines. Telia has no responsibility to perform fault corrections outside of the Customer's point of connection to the relevant platform.
- 10.2 The Customer undertakes to inform Telia CPA Support, cf. Appendix 1, as soon as the Customer discovers an error. Enquiries will be handled consecutively the next working day.
- 10.3 If the Customer experiences critical errors, the Customer shall contact Telia's Operations Central, cf. Appendix 1. Critical errors comprise serious defects which renders the Products unavailable or other errors critical to the Customer. Such critical errors will be handled immediately.

## 11 COMMERCIAL TERMS, ETC.

- 11.1 Telia may carry out a credit check on the Customer prior to entering into the Agreement. In connection with the credit check, Telia may claim advance payment, deposits, guarantee or other form of security.
- 11.2 The Customer shall pay for the Products the fees set out in Appendix 3 and according to the payment terms set out herein.
- 11.3 Telia may alter the fees set out in Appendix 3. Telia shall notify the Customer of changes to the fees in accordance with the Agreement Section 21.1.
- 11.4 Statement of accounts shall be made by Telia once a month, and normally within the 13<sup>th</sup> of the subsequent month of the accounted period.
- 11.5 In case of substantial discrepancies in the accounting basis between Telia and the Customer, Telia shall at the Customer's request review the basis data. Telia's statement of accounts is deemed to be accepted by the Customer unless a written complaint has been put forward within 30 days after the statement is sent from Telia. At the request of Telia, the Customer shall forward its basic data. Telia's basis data shall prevail in the invoicing from Telia.
- 11.6 Breach of payment obligations under this Agreement by a Party gives the other Party a right to claim the highest interest set forth in the Norwegian Delayed Payment Act of 17 December 1976 no. 100 ("Forsinkelsesrenteloven").

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## 12 MARKETING

- 12.1 Marketing that includes the use of the Telia brand name or logo or other brands of Telia Norge, shall be approved in writing by Telia in due time before any marketing measures are effectuated.
- 12.2 Marketing that includes the use of the Customer or the Customer's logo, shall be approved in writing by the Customer in due time before any marketing measures are effectuated.

## 13 SECURITY

- 13.1 The Parties shall implement appropriate technical and organisational measures to protect the Personal Data processed against unauthorised or unlawful processing and against accidental loss, destruction or disclosure, and to ensure an appropriate level of security for the use and provisioning of the Products. Specifically, the Parties shall:
- Secure its own network and thereby the access to the Products.
  - Maintain required security related to the Services.
  - Collaborate fully with the other Party in case of any breach of security.
  - Make its best efforts to disclose possible unintended and/or unauthorized use of delivered Services and of any wrongful use directed towards Telia or the Customer; and
  - Make its best efforts to ensure that the Services delivered are free of virus or any other possible functionality that may affect the Products or the End User's mobile terminal/phone or in any way may result in an inconvenient experience for the End User.

## 14 END USER DATA AND PRIVACY

- 14.1 The Parties have entered into a Data Processing Agreement (Appendix 4) which sets out the Parties' obligations with respect to the processing of personal data (as defined in applicable data protection law) carried out by Telia on behalf of the Customer.
- 14.2 Utilization of the Products under the Agreement may involve disclosure of personal data by Telia to the Customer. This is not regulated under the Data Processing Agreement, and such data is provided on the basis of a controller-to-controller transfer of Personal Data. The Customer's use of such personal data is strictly limited by the legal basis for the disclosure of the personal data, and subject to the provisions of applicable data protection laws.

For data subject to a controller-to-controller transfer, the following sections of the Data Processing Agreement shall apply to both Parties as appropriate:

- Section 6.1 and 6.4 (regarding the obligations of the data controller)
- Section 7.2 and 7.3, (regarding the duty of confidentiality and implementation of appropriate security measures)
- Section 7.6 and 7.7 (regarding audit rights)



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14.3 The Customer shall document its compliance with data protection laws and Section 14.2 upon Telia's request.

14.4 The Customer shall indemnify and hold Telia harmless of any allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission contrary to Section 14.2.

## 15 COPYRIGHTS

15.1 The Agreement does not grant either Party rights to the other Party's intellectual property rights, except as expressly stated in this Agreement.

15.2 Upon the execution of the Agreement, the Customer is granted the right to utilize the Access Number. The right to use the Access Number shall terminate upon termination of this Agreement. Numbers temporarily at the Customer's disposal are the property of Telia. The assigned numbers shall only be used for the purpose of fulfilment of this Agreement, or upon Telia's approval. The utilization of the numbers in other contexts shall be considered a material breach of this Agreement.

## 16 FORCE MAJEURE

16.1 In the event of non-fulfilment by either Party of its contractual obligations caused by an event beyond the control of the Party and which the Party could not reasonably take into account, the Party's obligations are suspended until such event has ceased.

## 17 BREACH

17.1 In the event that one Party is in breach of this Agreement and such breach is not remedied within 4 weeks after receipt of notice in writing from the other Party, the other Party may terminate the Agreement.

17.2 Each Party may terminate this Agreement with immediate effect if the other Party is in material breach of this Agreement. Material breach of this Agreement includes, but is not limited to, the Parties failure to comply with Section 5, 6, 9.6, 9.7, 9.8, 13, 14 and 15.

17.3 If the Customer is in breach of the Agreement, Telia may, subject to prior notice, close down the Customer's access to the Products, cf. Section 8. In case of material breach, Telia may close down the Customer's access to the Products without prior notice.

## 18 LIABILITY

18.1 Each Party is liable for direct loss caused by the Party's breach of the Agreement limited to NOK 100,000 per incident, and NOK 250,000 per year.

Direct damages are those directly arising out of non-performance of the Agreement (Section 5 and 6 of the Agreement)

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In the event of the Customer's breach of the Agreement, Telia shall have the right to charge the Customer for the amount of up to NOK 100,000 per incident, at Telia's discretion. Incidents which result in such obligation to pay are inter alia breaches concerning processing of location and terminal data (Section 9.7) and spam (Section 9.8). Such obligation to pay does not preclude Telia's right to claim damages for loss from the Customer in accordance with this Section.

- 18.2 Under no circumstance shall either Party be liable to the other for indirect damages or costs, unless caused by wilful misconduct or by gross negligence or intent of the other Party. Indirect loss includes inter alia loss of profit, loss as a consequence of reduced or lost production or revenues, loss of goodwill, loss as a consequence of a contract with a third party being lost or unfulfilled, loss of data, or that the Product cannot be used as expected.
- 18.3 Telia disclaims any responsibility related to delivery of the Services to End Users in other operator's network.
- 18.4 Notwithstanding section 18.1, the Parties shall indemnify and hold each other and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers harmless from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission contrary to Section 5.5 or 6.5.

## 19 CONFIDENTIALITY

- 19.1 Both Parties undertake to treat confidentially all confidential information, regardless of in what form it is received from the other Party, including information regarding the other Party's technical installations and procedures, and also information regarding the other Party's operations and business and other information that normally should be considered confidential. Information that is publicly known, generally available to the public, or information received by the other Party before the execution of this Agreement, and such information has been obtained through no breach of contract or breach of good business practice or other legal default by the receiving Party, shall not be treated as confidential information. Confidential information shall be used for the purposes for which it has been received and for the purposes of this Agreement only.
- 19.2 Upon a written inquiry from the other Party, a Party shall return all confidential information and copies of such concerning the other Party that has not been obliterated, irrespective of how it has been stored. The duty to return confidential information applies irrespective of how the Party has obtained the confidential information. The confidentiality provisions shall continue in full force and effect for two years after the termination of this Agreement.

## 20 TERM

- 20.1 The Agreement is in effect from the date of execution by both Parties (the "Effective Date") until it is terminated by either Party on two months prior written notice.

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## 21 CHANGES TO THE AGREEMENT

- 21.1 Telia has the right to amend the terms of this Agreement by three months prior notice. Such amendment will be declared by e-mail to the Customer's Commercial Contact Person's e-mail address. The updated versions will be available at the CPA Web continuously. Notice is not necessary if the amendment is minor in the opinion of Telia or to the advantage of the Customer. The Customer may terminate the Agreement, cf. Section 17.1, if the amendments are of material importance for the Customer. In such case, the amendment does not have effect in such period of termination.
- 21.2 Telia's operations are subject to extensive regulations, and Telia cannot offer the Customer terms and conditions in conflict with such regulations and/or orders from the authorities. If this Agreement is in conflict with such regulations and/or orders from the authorities, Telia may immediately change the terms of the Agreement in order for the Agreement to comply with the public regulation.

## 22 ASSIGNMENT TO ANOTHER LEGAL ENTITY

- 22.1 The Customer may not assign its rights or obligations under this Agreement to another legal entity unless Telia consents thereto in writing and the new customer has paid the assignment fee. Consent may not be denied without due cause.
- 22.2 The Parties shall have the right to assign its rights and obligations under this Agreement to an affiliated legal entity within the same group.

## 23 DISPUTES AND GOVERNING LAW

- 23.1 The Parties will endeavour to resolve any controversy or claim through negotiations. If such controversy or claim cannot be solved through negotiations, each of the Parties may bring the case before the ordinary courts. Venue in the first instance is Oslo City Court. This Agreement shall be governed and construed in accordance with Norwegian law.

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## **APPENDIX 1 – CONTACT INFORMATION**

### **Commercial**

Name: Martin Fridh  
Tel: +47 9960 9960  
E-mail: martin.fridh@telia.no

### **Telia CPA Support**

Support for the Telia CPA platform.  
Available business days 09.00-16.00

E-mail: [cpa-support@telia.no](mailto:cpa-support@telia.no)  
Tel: +47 452 27 359

### **Operations Central**

For critical operational problems  
Available 24/7/365

Tel: +47 452 27 359

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## **APPENDIX 2 – PRODUCT SUMMARY**

Below is a short description of the individual Products in the CPA product portfolio.

Changes can be made to the CPA product portfolio. Telia will notify the Customer in accordance with the Agreement Form Section 21.

For more information about the CPA product portfolio, please see <http://cpa.telia.no/>.

<b>Product</b>	<b>Summary</b>
<b>Bulk Messaging</b>	<p>Bulk Messaging is a product that offers the Customer a connection to the SMS central of Telia for sending and receiving SMS Messages via a technical interface.</p> <p>The messages can be sent to mobile terminals connected to the SMS central in the GSM and UMTS networks of Telia via a 5-digit SMS Access Number.</p> <p>The Products supports only receipt of messages from mobile terminals connected to the mobile network and SMS central of Telia.</p>
<b>SMS Bulk Long Number</b>	<p>A virtual mobile number used for mobile originated SMS, i.e. enables two-way SMS.</p>
<b>Positioning</b>	<p>Positioning gives the Customer the ability to offer location based Services by looking up the position of the mobile terminal of the End User.</p>
<b>Terminal Detection</b>	<p>Terminal Detection enables the Customer to enhance its Services by receiving information about the mobile terminal of the End User.</p>

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## **APPENDIX 3 – FEES**

### **1 INTRODUCTION**

The fees for each of the Products are set out in this Appendix 3. All Products have fixed fees (start-up fee plus monthly fees) in addition to traffic fees.

All prices are exclusive VAT.

### **2 BULK MESSAGING**

#### **Start-up fee**

- First Access Number: NOK 7 500
- Succeeding Access Number: NOK 2 000

#### **Monthly fee**

- First Access Number: NOK 2 500
- Succeeding Access Number: NOK 1 000

#### **Configuration and change of Customer account**

- Per change: NOK 1 000

#### **Traffic fee SMS**

Customer is charged for all SMS message segments successfully delivered to Telia messaging centres. Messages sent from an End User's mobile phone to Customer's Access Number is charged the End User according to the applicable prices of the End User's subscription.

<b>Terminating network</b>	<b>NOK/SMS</b>
On net	0,27
Off net - domestic networks	0,60
Off net - foreign networks	0,60

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## 3 SMS LONG NUMBER

### Start-up fee

- First and succeeding Long Number: NOK 1 999

### Monthly fee

- First and succeeding Long Number: NOK 499

## 4 POSITIONING

### Start-up fee

- First and succeeding Access Number: NOK 25 000

### Monthly fee

	Included positionings per month	Monthly fee
Tier 1	75 000	NOK 20 000
Tier 2	200 000	NOK 40 000

### Configuration and change of Customer account

- Per change: NOK 1 000

## 5 INVOICING

The Customer will be invoiced once a month.

The payment terms are 30 days.

The invoice details will be published on [cpa.telia.no](http://cpa.telia.no), normally within the 13<sup>th</sup> of the subsequent month of the accounted period.

## 6 BUSINESS SUPPORT

If there is a need to make adjustments to the Customer's invoice due to circumstances for which the Customer is responsible, Telia may charge a separate fee for manual adjustment of the invoice in order to cover the costs involved with making such adjustment.

Business support not covered by this agreement will be invoiced with 1.500 NOK per hour.

## **APPENDIX 4 – DATA PROCESSING AGREEMENT**

### **1 INTRODUCTION**

- 1.1 The Parties have agreed to this Data Processing Agreement (the "DPA") which stipulates the respective Parties' rights and obligations regarding processing of Personal Data under the Agreement.
- 1.2 The DPA fulfils the requirements pursuant to the Personal Data Act (Act of 14 April 2000 no. 31) and the Personal Data Regulations (Regulations of 15. December 2000 no. 1265), and from 25 May 2018, EU's General Data Protection Regulation (EU) 2016/679 ("GDPR").

### **2 ROLES**

- 2.1 With regard to the processing of Personal Data under the Agreement, Customer is acting either as a data controller or as a data processor (in the event that a customer of the Customer is the Data controller).

Telia is acting as a data processor with regards to processing of Personal Data provided by the Customer for the provisioning of the Deliverables.

For the avoidance of doubt, Telia is acting as a data controller with regards to the processing of electronic communications data that is generated as part of the service provisioning. This processing includes electronic communications data necessary

- to achieve the transmission of the communication,
- to maintain or restore the security of electronic communications networks and services, or detect technical faults and/or errors in the transmission of electronic communications, or
- for billing, calculating interconnection payments, detecting or stopping fraudulent, or abusive use of, or subscription to, electronic communications services

Such processing of electronic communications data by Telia as a data controller is specifically excluded from the scope of this DPA.

### **3 BACKGROUND**

- 3.1 Telia is providing deliverables such as services ("Deliverables") to the Customer under the Agreement as further described in Section 5 ("Description of the processing").
- 3.2 Telia will process Personal Data related to the Customer's or other applicable data controllers' customers, employees or other persons (e.g. users) in connection with the provision of the Deliverables.



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- 3.3 The purpose of this DPA is to ensure the protection and security of Personal Data transferred from the Customer and/or the applicable data controller to Telia in accordance with Applicable Data Protection Laws.

## 4 DEFINITIONS

- 4.1 "Applicable Data Protection Laws" mean any applicable law relating to data protection and security, including without limitation EU Data Protection Directive 95/46/EC, Directive on privacy in electronic communications 2002/58/EC, General Data Protection Regulation 2016/679 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.
- 4.2 "International Data Transfer" means transfer of Personal Data to recipients outside EU Member State or EEA Country ("third country") being understood that Personal Data transfer shall include transfer of Personal Data as well as access granted to Personal Data.
- 4.3 "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can directly or indirectly be identified by reference to an identifier such as a name, address, social security number, subscription number, IP address, location data, an online identifier, traffic data or message content or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 4.4 For the avoidance of doubt, any other terms defined in the Agreement between the Parties shall, when applicable, have the meaning set forth in such Agreement.

## 5 DESCRIPTION OF THE PROCESSING

- 5.1 This Data Processing Agreement shall apply to all Processing of Personal Data carried out by Telia as a data processor under the scope of the Agreement. Telia shall Process the Personal Data for the purpose of providing the Products to Customer and in accordance with its obligations under the Agreement.
- 5.2 Personal Data shall be processed for the following purposes:
- (i) Telia's delivery of the Products
  - (ii) Customer contact and support
  - (iii) CPA Web management
- 5.3 The Processing of Personal Data comprises the following categories of Data Subjects:
- (i) Customer Employees (contact persons)
  - (ii) End Users of the Customer's or the applicable data controller's services
- 5.4 The Processing of Personal Data comprises the following categories of Personal Data:
- (i) Contact details of Customer contact persons
  - (ii) Phone number of End Users

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## (iii) Electronic communication meta data

- 5.5 The list of purposes, categories of Data Subjects and categories of Personal Data may be amended from time to time. The parties shall seek to update this Data Processing Agreement without undue delay in order to reflect the agreed amendments to the scope of Processing.

## 6 CUSTOMER'S OBLIGATIONS

- 6.1 The Customer agrees and warrants that the processing of Personal Data relevant under the Agreement between the Parties to its reasonable knowledge is lawful in accordance with Applicable Data Protection Laws. The Customer specifically undertakes to ensure that that:
- (i) the processing of Personal Data is based on legitimate purposes with valid legal ground,
  - (ii) the processing of Personal Data provided by the Customer on behalf of another data controller is based upon a valid data protection agreement between the Customer and the data controller (when applicable);
  - (iii) data subjects have received appropriate information about the processing of Personal Data; and
  - (iv) the Customer is entitled to transfer Personal Data to Telia for the processing.
- 6.2 The Customer agrees and warrants that that it has instructed and, where applicable, throughout the term of this DPA, will instruct Telia on the processing of Personal Data on the data controller's behalf, in accordance with Applicable Data Protection Laws. All such instructions shall be issued in writing.
- 6.3 The Customer may change the written instructions where necessary to comply with Applicable Data Protection Laws in the assessment of data controller. Such requirement for changes shall be notified in advance to Telia in writing and be implemented by Telia within the reasonable time agreed by the Parties. Telia may charge the Customer for any reasonable costs in connection with the implementation of such changes.
- 6.4 The Customer agrees to provide necessary information and documentation to Telia for the fulfilment of Telia's obligations under Applicable Data Protection Laws upon request and without undue delay.

## 7 TELIA'S OBLIGATIONS

- 7.1 Telia shall only process Personal Data in accordance with the documented instructions defined in the Agreement and the DPA. Without prejudice to section 6.2 above, the Customer may give Telia instructions that are relevant for ensuring that processing of Personal Data is carried out in accordance with the Applicable Data Protection Laws. All instructions shall be given in writing.

To the extent that Telia cannot comply with a change to the Customer's instructions without incurring additional costs, Telia shall:

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- (i) inform the Customer without undue delay issue; and/or
- (ii) cease all processing of the affected Personal Data (other than securely storing Personal Data) until revised instructions are received.

Telia shall inform the Customer of any legal requirement to which it is subject that prevents Telia to comply with the DPA, the Agreement or documented instructions without undue delay. In addition, Telia shall inform the Customer if, in its opinion, the instructions given by the Customer infringe Applicable Data Protection Laws.

- 7.2 Telia shall keep Personal Data confidential and ensure that persons authorised to process Personal Data are under an appropriate obligation of confidentiality.

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

- 1. information in the "Specification of Personal Data" and "Approved third parties (including sub-processors)" - documents;
- 2. information in this DPA; and
- 3. information required for the records of processing activities,

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

- 7.3 Telia shall implement appropriate technical and organisational measures to protect the Personal Data processed against unauthorised or unlawful processing and against accidental loss, destruction or disclosure. Such measures are described in the Agreement and related documentation. Telia guarantees that these measures have been put in place before any processing of Personal Data takes place.

Taking into account the nature of the processing, the information available and commercial feasibility, Telia shall assist the Customer in ensuring compliance with the applicable data controller's obligations on security of Personal Data according to Applicable Data Protection Laws.

In the event of a Personal Data breach related to the processing of Personal Data under the Agreement, Telia shall notify the Customer in writing without undue delay after having become aware of it. In the notice, Telia shall provide the Customer information that, in accordance with Applicable Data Protection Laws, is necessary for the Customer or the applicable data controller to fulfil its notification obligation.

Telia shall document the facts surrounding the breach in accordance with the Applicable Data Protection Laws.

For the sake of clarity, the Parties state that a Personal Data breach as such is not infringement of this DPA, the Agreement and/or Applicable Data Protection Laws provided that the necessary procedures are followed as defined in Applicable Data Protection Laws.

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- 7.4 Upon request, Telia shall co-operate with and assist the Customer with information regarding the appropriate technical and organisational measures for the fulfilment of data subject's rights set under Applicable Data Protection Laws if such rights are applicable as regards Deliverables.
- 7.5 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 Agreement from Telia, Telia shall refer the request to the Customer. Telia is not allowed to disclose Personal Data or other information regarding the processing of Personal Data without the Customer's consent, unless Telia is obliged by mandatory European Union or Member State law to disclose such information. In the latter case, Telia shall notify the Customer of the request to the extent permitted by law.

Telia shall provide information, documentation and assistance necessary for the customer 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 Agreement. Telia shall maintain appropriate records of the processing as required by the Applicable Data Protection Laws.

- 7.6 Telia warrants to secure the Customer's right to perform audits at Telia's premises in order to verify Telia's compliance with the obligations laid down in this DPA or Applicable Data Protection Laws. Telia is not required to grant access to confidential information and/or Personal Data of third parties nor to data that Telia is obliged to keep confidential according to applicable laws. Regarding the performance of such audits, the provision below shall apply.

The Customer shall once a year, subject to reasonable advance notification, be entitled to perform audits during regular business hours. Such audits must not interrupt Telia's business, and may be carried out either by the Customer's staff or by a third party reasonably acceptable to Telia and contracted by the Customer or the applicable data controller, provided that such third party has entered into confidentiality obligations reasonably acceptable to Telia. The Customer shall bear its own costs for audits (including third party costs). However, if the audit does identify material breach of this DPA caused by Telia or its affiliates, consultants, sub-processors or other representatives, Telia shall bear the Customer's reasonable cost for the audit.

- 7.7 Telia 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. Telia may charge the Customer for any reasonable costs in connection with the implementation of such inspection.

## 8 SUB-PROCESSING

- 8.1 Telia is not entitled to engage sub-processors for the processing of Personal Data without a prior written authorisation of the Customer. The Customer hereby provides a general authorisation for Telia to use sub-processors for the processing of Personal Data to the extent required for Deliverables subject to the conditions that
- (i) Telia shall inform the Customer of such sub-processors without undue delay;
  - (ii) The Customer or the applicable data controller has an opportunity to object, with justified reasons for data protection, such as that sub-processor is not

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- capable to fulfil data protection obligations required by law, to such changes according to sub-section (1); and
- (iii) the corresponding data protection obligations as set out in the DPA is imposed on that other sub-processor in writing.

- 8.2 Should the Customer or applicable data controller object to use a specific sub-processor in Personal Data processing with justified reasons for data protection, the Parties shall in good faith negotiate and agree to a fair solution on how continued provision of the Service will be carried out, including at relevant costs and in a manner reasonably acceptable for both Parties. If the Parties should not manage to reach a solution within one (1) month from the date when Telia is notified of the objection, Telia shall be allowed to terminate the provision of the Services in parts affected.
- 8.3 It is explicitly stated that the Customer hereby grants Telia the authorisation to use sub-processors listed in "Approved third Parties (including sub-processors)" document in Personal Data processing for the provision of Deliverables under the Agreement.
- 8.4 Where the sub-processor is not compliant with Applicable Data Protection Laws or fails to fulfil its data protection obligations under its written agreement with Telia, Telia shall remain liable to the Customer for the performance of the sub-processor's obligations under Applicable Data Protection Laws or such agreement.

## 9 **ADDITIONAL TERMS AND CONDITIONS REGARDING INTERNATIONAL DATA TRANSFER (WHEN APPLICABLE)**

- 9.1 Without prejudice to section 6 above (Sub-processing), International Data Transfer may take place if appropriate safeguards ensuring an adequate level of data protection are provided as required by Applicable Data Protection Laws. Unless otherwise agreed between the Parties, International Data Transfers may only take place when based on:
- An European Commission adequacy decision as provided in Articles 25(6) and 31(2) of Directive 95/46/EC and in Article 45 of Regulation 2016/679;
  - The approved binding corporate rules in accordance with Applicable Data Protection Laws; or
  - A data processing agreement that incorporates 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).
- 9.2 Where the International Data Transfer is not fulfilling 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.

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## 10 CEASING OF PROCESSING OF PERSONAL DATA

- 10.1 When processing of Personal Data is no longer required under the Agreement, or when such Agreement expires or is terminated, Telia shall, unless otherwise required by Applicable Data Protection Laws, delete Personal Data which Telia has processed under the DPA, or with a mutual agreement return all Personal Data to the Customer or applicable data controller and delete existing copies thereof.

## 11 TERM

- 11.1 This DPA shall enter into force on the Effective Date and shall remain in force until further notice, however at least as long as Telia is processing Personal Data on behalf of the Customer under the Agreement.

## 12 LIST OF ANNEXES

- 12.1 In case of any conflict between the terms of this DPA and the Agreement, the provisions of the DPA shall prevail. Notwithstanding the foregoing, where applicable, if the DPA is conflicting with the EU Commission Standard Contractual Clauses terms and conditions of the Standard Contractual Clauses shall apply.

- 12.2 Any changes to the DPA must be agreed in writing between the Parties and attached into this DPA.

- 12.3 Following appendices form an integral part of the DPA:

Annex 1 – Approved third parties (including sub-processors)

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## Annex 1 – Third parties (including subcontractors)

### 1 THIRD PARTIES WITHIN EU/EEA AREA, INCLUDING COUNTRIES DEEMED SAFE BY THE EU COMMISSION AND US COMPANIES ABIDING BY THE PRIVACY SHIELD FRAMEWORK

Company (name, reg. no, address, contact details)	Processing / storage location (e.g. country / state)
Differitas AS, Org nr 989 321 412, Frydenbergveien 48, 0575 Oslo. CEO: Geraldine Mary Sletten. Phone: 479 23 500.	

### 2 THIRD PARTIES OUTSIDE THE THREE AREAS SPECIFIED ABOVE I.E. THIRD COUNTRY

Company	Processing / storage location (e.g. country / state)