

DATA PROCESSOR AGREEMENT FOR THE STREXMS CONNECT SERVICE AGREEMENT

Introduction

Strex Mobile Services AS (company reg. no. 927 347 830) (“StrexMS”) and Merchant, each a “Party” and together “the Parties”, having entered into a messaging service agreement relating to StrexMS’ Messaging Service (“the Messaging Service Agreement”), have agreed to this Data Processor Agreement to stipulate the respective Parties’ rights and obligations regarding Processing of Personal Data relating to the Messaging Service Agreement.

All capitalized terms in this Data Processor Agreement relating to the Processing of Personal Data shall have the same meaning as set out in EU Regulation 2016/679 (“GDPR”) and its applicable national implementation.

Roles and Responsibilities

Merchant is the Controller for all Personal Data about its Customers which are processed by StrexMS in connection with the Messaging Service Agreement. StrexMS is a Processor of such Personal Data.

StrexMS will Process the Personal Data in the following manner for the following purposes:

- Handling of SMS transactions and StrexMS billing transaction between Merchant and its end users.

StrexMS will Process the following types of Personal Data about the following categories of individuals:

- Merchant data, company name and other data related to Merchant
- Mobile number to individuals that Merchant communicate with through SMS and to individuals that Merchant charge through the StrexMS billing platform
- Content in SMS dialogue
- Data connected to charging transactions, e.g. price, invoice text, type of service

StrexMS may not Process (including transfer) the Personal Data by other means or for any other purposes than as instructed in writing by Merchant (e.g. in the Messaging Service Agreement and this Data Processor Agreement) and will comply with all applicable data protection law. Merchant warrants that it has a legal basis for all Processing for which StrexMS is instructed to carry out under this Data Processor Agreement.

Subcontracting

StrexMS may utilize sub-contractors in its Processing under this Data Processor Agreement, provided that the sub-contractor is subjected to obligations and limitations at least as strict as those imposed on StrexMS in accordance with this Data Processor Agreement. StrexMS will remain fully liable towards Merchant for the performance of the sub-contractor’s obligations. A list of current sub-contractors will be presented to Merchant upon request. Sub-contracting shall not involve the transfer of Personal Data outside the EU/EEA without express written consent from Merchant.

StrexMS will inform Merchant in due time in advance of any planned change or replacement of sub-contractors, giving Merchant the opportunity to oppose against the change in question. If Merchant has not opposed against the change within one week from receipt of such a notice, the change shall be deemed accepted. If Merchant opposes against the change, StrexMS has the right to terminate the Messaging Service Agreement with immediate effect.

Assistance

StrexMS will reasonably assist Merchant in connection with Merchant’s compliance with the Data Subjects’ rights pursuant to GDPR chapter 3, and Merchant’s compliance with GDPR articles 32 to 36. Compensation for such assistance shall be subject to reasonable compensation according to an hourly rate as agreed between the Parties.

Security

StrexMS will, in accordance with GDPR article 32, implement planned, systematic and appropriate technical and organisational measures to ensure a level of security appropriate to the risk with regard to the confidentiality, integrity and accessibility of the Processing of Personal Data. A description of StrexMS’ security measures shall be documented and made available to Merchant upon request.

StrexMS will without undue delay notify any Personal Data Breach to Merchant. Merchant is responsible for any notifications to the relevant Supervisory Authorities.

StrexMS will ensure that persons authorized to Process Personal Data keep confidential all Personal Data and other confidential information provided to it under the Messaging Service Agreement and this Data Processor Agreement. The duty of confidentiality also applies after termination of the Messaging Service Agreement and this Data Processor Agreement.

Audits

StrexMS will, by itself or through a third party auditor, regularly conduct security audits on its organizational and technical measures relevant for the Processing of Personal Data pursuant to this Data Processor Agreement. Notwithstanding the above, Merchant has the right to demand security audits performed by an independent third party. StrexMS will allow for and contribute to the performance of such third party audits. StrexMS shall be entitled to claim reasonable compensation for assisting the third party auditor in accordance with an hourly rate as agreed between the Parties.

The results of any audits shall be documented and made available to Merchant upon request. Merchant is entitled to submit the results of the audit to the Supervisory Authority as required.

StrexMS will make available to Merchant all information necessary to demonstrate compliance with this Data Processor Agreement upon request.

Changes

StrexMS may change the terms of this Data Processor Agreement upon written notice to Merchant in accordance with the terms regarding changes as set out in the Messaging Service Agreement.

Term and Termination

This Data Processor Agreement shall apply as long as the Messaging Service Agreement is in force between the Parties. Except as otherwise set out in the Messaging Service Agreement or by written instructions from Merchant, StrexMS will return and subsequently delete the Personal Data within a reasonable time after termination of the Messaging Service Agreement, unless a legal basis exists for retaining the data.

Law and Venue

This Data Processor Agreement shall be governed by and construed in accordance with the laws of Norway. The venue shall be Oslo district court.

Sub-contractors

<u>Company Name</u>	<u>Business reg.no.</u>	<u>Address</u>	<u>Description</u>	<u>Country of data storage</u>
Microsoft Azure	IE 8256796 U	MICROSOFT IRELAND OPERATIONS LIMITED	Cloud provider	Netherlands and Ireland
Sinch Sweden AB	556747-5495	Lindhagensgatan 74, 112 18 Stockholm, Sweden	SMS provider	No storage
ONLINECITY.IO ApS	27364276	Buchwaldsgade 50, Denmark	SMS provider	Germany
INFOBIP LTD	07085757	Fifth Floor, 35-38 New Bridge Street, London, United Kingdom, EC4V 6BW	SMS provider	EU/EEA
NRDB	983 195 156	St. Olavs plass 3, 0165 Oslo	SMS network identifier	Norway
Telenor Norge AS	976 967 631	Snarøyveien 30, 1360 Fornebu	SMS provider	Norway
Telia Norge AS	981 929 055	Sandakerveien 140, 0484 Oslo	SMS provider	Norway
Lyse Tele AS	912 672 808	Nydalsveien 18 B, 0484 Oslo	SMS provider	Norway
Target365 AS	819 544 182	Hagalia 58, 3219 Sandefjord	Service provider	Norway