

ERICSSON'S DATA PROCESSING CLAUSES

The clauses specified below shall apply if, and when, the Supplier Company processes Personal Data as a data processor on behalf of the Ericsson, being, or representing, the data controller towards the Supplier Company.

The following words and expressions have the meaning assigned to them below.

"Applicable Law" shall in relation to processing Personal Data under a Contract mean the laws of the country of where the Ericsson Company being party to said Contract is registered, unless such Ericsson Company specify another law as applicable.

"Contract" means a specific contract or binding purchase order binding between an Ericsson Company and a Supplier Company.

"Data Breach" shall mean any breach of security or privacy leading to unauthorized disclosure or unlawful destruction, loss, or alteration of Personal Data. This includes breaches caused by a Supplier Company's employees or subcontractors.

"Data Subject" has the meaning set described in the definition of "Personal Data" below.

"Ericsson" means Telefonaktiebolaget LM Ericsson (publ) or any company in which Telefonaktiebolaget LM Ericsson (publ) directly or indirectly controls 50% or more of the votes or capital.

"Ericsson Company" means Ericsson and/or the Ericsson affiliate that procures the Services, and either is the data controller, or acting as data processor on behalf of a data controller.

"Supplier Company" means the company which is bound by the Contract to deliver the Services to the procuring Ericsson Company and which is therefore acting as a data processor to the Ericsson Company.

"Personal Data" shall mean any information relating to an identified or identifiable natural person ('Data Subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity (as defined in Applicable Law) that is processed by the Supplier Company in performance of the Contract.

"processing of personal data" ("processing") shall mean any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction, as defined in the Applicable Law.

"Services" means the services described in the Contract.

1 OBLIGATIONS OF THE SUPPLIER COMPANY AS A DATA PROCESSOR

1.1 Supplier Company shall

1.1.1 only process the Personal Data on written instructions from the Ericsson Company, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by European Union or EU Member State law to which the Ericsson Company is subject; in such a case, the Supplier Company shall inform the Ericsson Company of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

1.1.2 keep the Personal Data confidential and ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

1.1.3 take all measures required pursuant to section 2 (Security of Processing) below;

1.1.4 respect the conditions referred to in section 3 below for engaging another processor; taking into account the nature of the processing, assist the Ericsson Company by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Ericsson Company's (or its customer if such third party is the data controller under law) obligation to respond to requests for exercising the Data Subject's rights laid down in Applicable Law;

1.1.5 assist the Ericsson Company in ensuring compliance with the obligations pursuant to Applicable Law, taking into account the nature of processing and the information available to the Supplier Company as the processor;

1.1.6 at the choice of the Ericsson Company, delete or return all the personal data to the Ericsson Company after the end of the provision of the Services, and delete existing copies unless European Union or EU Member State law requires storage of the personal data;

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1.1.8 make available to the Ericsson Company all information necessary to demonstrate compliance with the obligations laid down in this section 1, and allow for, and contribute to, audits, including inspections, conducted by the data controller under Applicable Law or another auditor mandated by Ericsson Company. And the Supplier Company shall immediately inform the Ericsson Company if, in its opinion, an instruction infringes this Regulation or other applicable European Union or EU Member State data protection provisions.

1.1.9 Accept amendments to this Agreement required by the Ericsson Company for its compliance with Applicable Laws.

1.2 If the Supplier Company engages another processor for carrying out specific processing activities on behalf of the Ericsson Company, the same data protection obligations as set out in this agreement or other legal act between parties shall be imposed on that other processor by way of a contract or other legal act under European Union or EU Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of Applicable Law. Where that other processor fails to fulfil its data protection obligations, the Supplier Company shall remain fully liable to the Ericsson Company for the performance of that other processor's obligations. Further provisions on the use of such processors are set out in section

2 SECURITY OF PROCESSING

2.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier Company will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate.

2.1.1 the pseudonymisation and encryption of personal data;

2.1.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

2.1.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

2.1.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

2.1.5 In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.

2.2 The Supplier Company shall take steps to ensure that any natural person acting under the authority of the Supplier Company who has access to personal data does not process them except on instructions from the Ericsson Company, unless he or she is required to do so by European Union or EU Member State law.

2.3 The Supplier Company will notify the Ericsson Company without undue delay after becoming aware of a Data Breach. Such notification shall be made to the Ericsson Contact set out in the Contract (with a copy to ericsson.group.privacy@ericsson.com) within twenty-four (24) hours from gaining knowledge of any occurred or suspected breach regarding data security or data privacy.

2.4 The Supplier Company undertakes to adhere to the technical and organizational measures set out in the Contract, including the Ericsson Baseline Security and Privacy Requirement, <https://www.ericsson.com/assets/local/about-ericsson/sustainability-and-corporate-responsibility/documents/download/conducting-business-responsibly/baseline-information-security-and-privacy-requirements-for-suppliers.pdf>.

3 SUBCONTRACTORS

The Supplier Company shall not sub-contract any processing of Personal Data to a third party without i) the prior written consent of the Ericsson Company specifying where and by whom such processing can be made and ii) a written agreement with the sub-contractor which include the data protection obligations set out in these Data Processing Clauses. A list of the of approved sub-processors with the countries where they perform the processing may be attached hereto or to the Contract.

4 INTERNATIONAL TRANSFERS

4.1 Transfers, if any, of Personal Data out of the European Union (EU) and European Economic Area (EEA) shall be governed by the Standard Contractual Clauses pursuant to European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries (or any subsequent version thereof). The current version is found at http://ec.europa.eu/justice/data-protection/internationaltransfers/files/clauses_for_personal_data_transfer_processors_c2010-593.doc. In replacement or addition there to the parties to a Contract may agree on other European Union approved transfer measures such as for example Processor Binding Corporate Rules.

4.2 Cross-border transfers of Personal Data from other countries than EU/EEA and which originates from non-EU/EEA-countries are not subject to the same regulations as set out for EU/EEA, so instead the transfer mechanism prescribed in relevant data protection legislation applicable to such non-EU/EEA-data shall be adhered to.

5 ADDITIONAL PROTECTIVE MEASURES

5.1 Supplier Company shall maintain and promptly provide the Ericsson Company with up-to-date information regarding its data processing activities as Ericsson may reasonably request to meet its obligations under Applicable Law.

5.2 The Supplier Company may not make any filings or publish any information regarding any Data Breach without the Ericsson Company's prior approval unless required by mandatory law. To the extent the laws require that an individual or authority be notified of a Data Breach, the Supplier Company shall at the Ericsson Company's request and prior approval of the content, form and timing, provide any

notices to such an individual or governmental authority containing the information as mandated by the Applicable Law. Upon the Ericsson Company's request, the Supplier Company shall at its own cost provide remediation services, customer care and other reasonable assistance to individuals impacted by the Data Breach directly or through a third party.

5.3 Upon the Ericsson Company's request, the Supplier Company shall cooperate and provide information about the nature, circumstances and causes of the event at issue. The Supplier Company will take all necessary actions to prevent further losses and otherwise limit the consequences of the event at issue. The Supplier Company shall conduct professional forensic and security review and audit in connection with such Data Breach. These data breaches, if any, shall be resolved according to the Applicable Law and the specific instructions that might be provided to the Supplier Company by the Ericsson Company.

5.4 If requested the Supplier Company shall, at no additional cost:

- 5.4.1 Promptly provide the Ericsson Company with a copy of individuals' Personal Data in intelligible form or,
- 5.4.2 At the Ericsson Company's discretion, provide access at any time to the Personal Data,
- 5.4.3 Promptly modify, correct, block or delete Personal Data in a manner consistent with this Agreement or as required by Applicable Law.

5.5 Subject to what is permitted under Applicable Law, if Supplier Company receives a request or complaint from a governmental authority or body ("Authority") regarding any Personal Data, it shall without delay notify the Ericsson Company identifying the Authority, the scope of the request and grounds presented for the request or complaint. The Supplier Company shall respond to such Authority request or complaint only with the Ericsson Company's prior approval of the response.

6 BUSINESS CONTACT DETAILS

The Personal Data, including business contact details, of Ericsson Companies' employees and other workforce whose data is provided in the course of carrying the Contract and these Data Processing Clauses, shall only be processed to the limited extent required to administrate the business relation between the Ericsson Company and the Supplier Company. In the case Supplier Company wishes to process the said data for any other purposes, for example for connecting it with data collected in other ways for the purpose of profiling, then the Supplier Company shall collect specific and individual consent from the individual concerned, and provide easy means for later opt-out.

7 VALIDITY

These Data Processing Clauses are valid until the Personal Data is returned or destroyed in accordance with Article 1.1.7 above. But the obligation in 1.1.2 to keep the Personal Data confidential shall remain valid with no time-limit for Supplier Company its authorized person.

8 DATA PROCESSING DESCRIPTION

The Contract, or an amendment to these Data Processing Clauses, shall specify the following:

- The purpose of the data processing
- The categories of data subjects
- The categories of personal data
- The technical and organizational security measures