

Terms and conditions for Telenor IoT Cloud demo access

These terms apply to customers who make use of the demo access to the service IoT Cloud ("IoT Cloud Demo").

1. Scope and validity

Subject to these terms and conditions for Telenor IoT Cloud Demo (the "Terms"), Telenor Connexion AB ("Telenor"), org. no. 556768-9038, Garvis Carlssons Gata 3, 169 51 Solna, Sweden, grants registered business customers a limited and revocable access right to Telenor IoT Cloud Demo for demonstration purposes.

Customer is the legal person that has successfully registered as Telenor business customer for the purpose of testing IoT Cloud Demo ("Customer").

By accessing or using IoT Cloud Demo, Customer and anyone authorized by Customer or acting on behalf of Customer, agrees to be bound by these Terms.

These Terms do not regulate any hardware deliveries from Telenor or the use of the non-demo version of IoT Cloud. Any purchase of IoT HW or purchase and use of the non-demo version of IoT Cloud from Telenor is regulated by separate terms and conditions.

Further information about the cloud service IoT Cloud and contact information to Telenor can be found on Telenor's website <https://www.telenorconnexion.com/offering/managed-iot-cloud/>. However, Telenor makes no warranty that the IoT Cloud Demo will have the same, or all, the functionality as described on Telenor's website with respect to IoT Cloud.

2. Limited access and intellectual property rights

These Terms does not transfer any right, title, or interest in or to any intellectual property rights of Telenor (or its licensors) to Customer. Telenor or its licensors owns all rights, title, and interest in and to the IoT Cloud Demo, and all related technology and intellectual property rights.

By providing the Customer with IoT Cloud Demo access, Telenor grants the Customer a limited, revocable, non-exclusive, non-transferable license to access and use IoT Cloud, for a maximum period of five (5) months following the date of Customer's first login to IoT Cloud Demo, unless otherwise

agreed with Telenor. Telenor does not charge Customer any fees for the use of IoT Cloud Demo.

Either party may terminate the IoT Cloud Demo access immediately at any time through written notice.

3. Sub-contractors

Telenor may engage sub-contractors for the provision of the IoT Cloud Demo.

4. Use of IoT Cloud Demo

Customer may only use IoT Cloud Demo for the purposes and to the extent stated in these Terms.

Customer is responsible for installation and configuration of IoT Cloud Demo within the rights and limitations set in the platform.

Customer is responsible for ensuring that its personnel and any third party acting on behalf of Customer, uses IoT Cloud Demo properly and in accordance with these Terms.

IoT Cloud Demo may not be resold, licensed, or transferred to a third party, or by other means used for anything but the intended demo purpose, without Telenor's written consent.

5. The Customer's responsibility for avoiding abuse and harm to IoT Cloud Demo

Customer must take every reasonable measure to limit the risk of harm to IoT Cloud Demo and ensure that unauthorized persons do not abuse or otherwise gain access to IoT Cloud Demo.

Customer agrees to comply with applicable laws and any applicable security instructions and other instructions and procedures issued by Telenor regarding the use of IoT Cloud Demo. Customer is liable for its users use of IoT Cloud Demo and must safeguard the security of any login details to IoT Cloud Demo. IoT Cloud Demo may not be used by Customer for any illegal activities. Customer shall ensure that all data transferred or stored using the IoT Cloud Demo complies with all applicable laws and regulations.

Customer is responsible for any error, fault, defect or non-conformity in software and hardware used by the Customer for access to IoT Cloud Demo, which is not property of or controlled by Telenor. Customer shall ensure that such software and hardware are free of viruses, trojans, worms or other harmful software or codes, that they are in the agreed format, and that they cannot, in any other way, harm or adversely affect Telenor's system or IoT Cloud Demo.

Customer shall ensure sufficient security mechanisms for access to IoT Cloud Demo. Customer should use personal access codes, such as PIN codes, passwords, lock screens, or other security mechanisms on equipment that has such functions.

Customer must immediately notify Telenor upon suspicion or confirmation of a security breach or possible harm to Telenor's systems or IoT Cloud Demo. Customer shall without undue delay take necessary measures to prevent abuse of IoT Cloud Demo.

Telenor reserves the right to block, suspend or terminate Customer's further access and use of IoT Cloud Demo at any time and for any reason, or take other appropriate measures.

6. Strict confidentiality

The parties and those acting on behalf of the parties shall treat these Terms and any information obtained from or through the other party in connection with IoT Cloud Demo as strictly confidential and shall not divulge these to any third party.

The same terms apply to all material that is to be reasonably understood as confidential as well as information regarding personal affairs or information that could harm any of the parties or be used by any third party for business related activities.

The parties shall take necessary precautions to ensure confidentiality according to this clause, also after termination of the IoT Cloud Demo access.

7. Modification of IoT Cloud Demo during the contract period

Telenor may modify IoT Cloud Demo at any time and without giving any notice.

Telenor may terminate the access to IoT Cloud Demo with immediate effect if IoT Cloud Demo is discontinued.

8. Breach of contract and compensation

8.1 Breach of contract and no warranty

Either party wanting to claim a breach of these Terms must make a written claim without undue delay upon learning of such breach.

The IoT Cloud Demo is provided "as is", without any express or implied warranties or representations, including without limitation, warranties of quality, performance, merchantability or fitness for a particular purpose, nor does Telenor warrant uninterrupted working of, or the privacy or security of any communications using the IoT Cloud Demo.

8.2 Compensatory damages

Customer shall compensate Telenor for any damage or loss caused by breach of these Terms.

Telenor's liability for a breach of these Terms shall be limited to direct damage to Customer caused by Telenor' gross negligence or willful conduct.

8.3 Termination for material breach

A party may terminate the IoT Cloud Demo access with immediate effect, in case of material breach of these Terms by the other party.

Breach of the confidentiality obligation cf. Section 6 will always constitute material breach.

9. Data

9.1 Personal data

Telenor processes personal data in accordance with applicable laws and regulations and according to decisions made by relevant public authorities. Telenor will process personal data on behalf of Customer in the capacity of data processor when providing the IoT Cloud Demo. For this purpose, the parties have agreed on the data processing agreement set out in Section 13 of these Terms.

9.2 Customer data

For configuration and desired content in IoT Cloud Demo, the Customer, the connected IoT device, the Customer's employees or any third party acting on behalf of the Customer may make information available to Telenor ("Customer Data").

The Customer owns all rights to the Customer Data. The Customer hereby grants Telenor a license to use the Customer Data for the purpose of and to the extent it is necessary for providing the IoT Cloud Demo and optimizing its services.

The Customer will ensure that the Customer Data within the IoT Cloud do not infringe the rights of third parties or conflict with applicable law in any other way. The Customer undertakes, without any limitation, to indemnify and hold Telenor harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) made against Telenor by any third party resulting from the Customer's use of the Customer Data in IoT Cloud Demo or otherwise related to the Customer Data.

Upon termination of the IoT Cloud Demo, all the Customer Data in the platform will be erased and cannot be restored.

10. Assignment

The Customer may not assign to or in any way transfer the rights and obligations of these Terms to another party without a prior written consent of Telenor.

Telenor may freely assign these Terms to an affiliate of Telenor.

11. Disputes

Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply. The place of arbitration shall be Stockholm, Sweden and the proceedings shall be conducted in the English language.

12. Governing law

These Terms are exclusively governed by and construed in accordance with the laws of Sweden, without regard to its conflicts of law rules and principles.

13. Data processing agreement

This Section 13 ("Data Processing Agreement") constitute an integral part of the Terms accepted by Customer. For the purpose of this Data Processing Agreement, Customer is defined as "Controller" and Telenor as "Processor".

1. Processor shall only process Personal Data on documented instructions from the Controller. Personal Data shall only be processed for Approved Purpose, defined in Section 16 of this Data Processing Agreement.
2. Processor may also process Personal Data when required to do so by Union or Member State law to which the processor is subject; in such case, Processor shall, if legally possible, inform the Controller of that legal requirement before engaging in processing.
3. Processor shall ensure that only persons authorized to process the personal data have access to the personal data and that such personnel are subject to obligations of confidentiality, or have such duty under the law. All Personal Data shall be treated as confidential by Processor, and any unauthorized disclosure shall be treated as a breach of confidentiality.
4. Processor shall implement technical and organizational measures to ensure a level of security appropriate to the risk presented by the processing.
5. Processor shall not engage any sub-processors without prior specific authorization of Controller. The Controller hereby authorize Processor to engage the sub-processors specified in Section 16 of this Data Processing Agreement.
6. Where Processor engages a sub-processor for carrying out specific processing activities on behalf of the Controller, the same data protection obligations as set out in this Data Processing Agreement shall be imposed on that sub-processor.
7. Taking into account the nature of processing and data available to Processor, it shall assist Controller in:
 - a. Fulfilment of Controller's obligation to respond to requests for exercising the data subject's rights under the applicable laws
 - b. Implementing appropriate technical and organization measures to ensure a level of security appropriate to the risk hereunder;
 - c. Carrying out Data Protection Impact Assessment, as reasonably required by the Controller;
 - d. Communicating with national Data Protection authorities.
8. The Parties agree that in the event that the obligations under this Data Processing Agreement require Processor to take measures or carry out tasks which are specifically requested by Controller, and which Processor would not otherwise have had to carry out, Processor shall be entitled to compensation on a time and material basis for any such assistance and compensation for any documented costs directly attributable to such measures or tasks. This includes any measures conducted on instruction from Controller for the purpose of ensuring Controller's compliance with the data protection legislation (e.g. audits, replying to requests from data subjects etc.).
9. In the case of a personal data breach, Processor shall without undue delay, and at the latest within 72 hours after becoming aware of it, notify the Controller in writing of the breach. Such notification shall, at a minimum, contain information laid down in Article 33(3) of GDPR.
10. At the choice of Controller, Processor shall immediately delete or return all the personal data, including any copies, after the end of the provision of services relating to processing, or upon a written request from Controller.

11. Where the processing (i) does not take place within EEA, or (ii) does not take place in accordance with an adequacy decision by the European Commission, such processing shall be carried out in accordance with the applicable EU Model Contracts for the transfer of Personal Data to third countries, which are hereby deemed incorporated in this agreement. Processor is hereby authorized by Controller to enter into the EU Model Clauses agreements with any relevant Approved Subcontractor on Controller's behalf for the above mentioned purpose.
12. Processor shall give Controller access to all information reasonably necessary to demonstrate compliance with this Agreement and allow for and contribute to audits conducted by Controller or another auditor mandated by the Controller. The audit rights under this section shall only apply to extent necessary to demonstrate the Processor's compliance with European data protection legislation. Each of the parties shall bear its own costs related to such audits.
13. Processor's liability for a breach of this Data Processing Agreement shall be subject to the limitation of liability set out in the Terms..
14. This Data Processing Agreement shall be governed by and construed in accordance with applicable law as set out in the Terms. Disputes regarding interpretation and application of the Data Processing Agreement shall be settled in accordance with the provisions in the Terms regarding dispute resolution.
15. All terms in this Data Processing Agreement are to be given the same meaning as in Regulation (EU) 2016/679 (General Data Protection Regulation) unless otherwise is expressly indicated.
16. In the context of this Agreement:
 - a. **Categories of Personal Data** to be processed includes:
 - i. All personal data that the Controller uploads or records in Telenor's IoT Cloud Demo, primarily personal data about;
 1. *users* of the IoT Cloud Demo; and
 2. *IoT devices and sensors* connected to IoT Cloud via the open Internet or an electronic communications network.
 - b. Personal Data is being processed only for the **Approved Purposes**, which is the processing required to provide the IoT Cloud Demo in accordance with the Terms.
 - c. **Territories** for processing of Personal Data are the following regions/countries: Norway, Sweden and Ireland. Telenor's sub-processors (such as Amazon Web Services) may occasionally obtain access to data from outside of the EU/EEA in connection with e.g. technical support and maintenance or for administrative purposes.
 - d. **Approved Sub-processors** to be used for processing of Personal Data are the following companies: Amazon Web Services.