

TELENOR'S PRODUCT-SPECIFIC DATA PROCESSING TERMS FOR MIRALIX CONTACT CENTER

1. Introduction

- 1.1. These product-specific data processing terms ("**Product-specific Data Processing Terms**") shall apply to the processing of personal data that Telenor A/S (company reg. no. 19433692, Frederikskaj 8, 2450 Copenhagen) ("**Data Processor**") is conducting on behalf of the Customer ("**Data Controller**") when delivering the product ("**Miralix Contact Center**") in accordance with the agreement between the Data Controller and the Data Processor ("**Agreement for Miralix Contact Center¹**").
- 1.2. These Product-specific Data Processing Terms are defined in accordance with Article 28(3) of the General Data Protection Regulation ("**GDPR**") and, together with Telenor's General Data Processing Terms, set forth the rights and obligations of the Data Controller and Data Processor when processing personal data on behalf of the Data Controller in relation to the delivery of Miralix Contact Center.
- 1.3. These Product-specific Data Processing Terms form an integral part of Telenor's General Data Processing Terms and apply from the effective date of these general data processing terms.

¹ The agreement may, among other things, be drawn up as a product agreement, a SKI agreement, terms and conditions, or another type of agreement. It depends on the specific type of agreement entered into between Telenor and the Customer.

Appendix A Information about the processing

The Data Processor delivers Miralix Contact Center and the related services to the Data Controller, as per the Agreement for Miralix Contact Center.

A.1. The purpose of the data processor's processing of personal data on behalf of the data controller is

The purposes of the Data Processor's processing of personal data on behalf of the Data Controller are to implement and configure the Data Controller's Miralix Contact Center and support the Data Controller's use of the solution. This includes configuration (configuration of users, system, and licenses), ongoing service (system and user updates, error handling, and customer-specific customizations including purchases and configuration of additional functionalities/add-ons), support and consulting (training in using of the solution, guidance on effective use, and issue handling), as well as reporting (configuration of reports for the customer's use of the system).

A.2. The data processor's processing of personal data on behalf of the data controller shall mainly pertain to (the nature of the processing)

The nature of the processing of personal data carried out by the Data Processor on behalf of the Data Controller primarily consists of configuration of the Miralix Contact Center for the Data Controller, as well as the possibility to provide support (configurations, modifications, and removal of users and licenses) and service (error handling).

A.3. The processing includes the following types of personal data about the data subjects

The solution is developed to include the processing of general personal data covered by Article 6 of the GDPR. The following types of general personal data will be processed during the Data Processor's provision of Miralix Contact Center.

When creating the Data Controller's users in Miralix Contact Center, the following personal data is processed:

- Name
- Email address
- Telephone number

During the Data Controller's use of the Miralix Contact Center and the Data Processor's potential administrator access, as described below in section C.1, the following personal data is processed:

- Mobile status, chat message status, status for local numbers
- Log files, call logs, response times, login information, calendar appointments
- Username, phone number, mail, addresses

If the Data Controller purchases additional functionalities (add-ons) the following personal data may be processed. This depends on the specific add-on(s) purchased:

- Miralix Call Recording: Recorded conversations
- Miralix Video: Video-stream
- Digital Web Chat: Chat messages
- Miralix View: Historical information from the contact center used for statistics (all personal data which is mentioned above and processed during the provision and administration of Miralix Contact Center)
- Miralix AI (AI Summary and AI Reporting): Conversation content in both spoken and written form (may include ordinary personal data, confidential and sensitive personal data depending on the conversation), technical metadata related to the conversation (time, duration, agent AI), notes or summaries by the AI, categorizations and analytical results, log files and call data

The solution is not designed for the purpose of processing special categories of personal data as defined in Article 9 of the GDPR (sensitive personal data). Depending on the Data Controller's intended use of Miralix Call Recording or Miralix AI, it is possible that these recordings may include sensitive or confidential personal data.

A.4. Processing includes the following categories of data subjects

The Data Controller's employees (users) of Miralix Contact Center

The Data Controller's customers, partners, or other individuals who contact the Data Controller

A.5. The data processor's processing of personal data on behalf of the data controller may commence after these data processing terms have entered into force. Processing has the following duration

The duration of the processing of personal data corresponds to the duration of the provision of the service. The processing is therefore not time-limited but continues until the Agreement for the Miralix Contact Center is terminated or cancelled by either party.

Appendix B Authorised sub-processors

B.1. Approved sub-processors

On commencement of these Product-specific Data Processing Terms, the Data Controller authorises the engagement of the following sub-processors:

NAME	ADDRESS	DESCRIPTION OF THE PROCESSING	PERSONAL DATA PROCESSED
SUB-PROCESSOR OF THE DATA PROCESSOR			
Miralix A/S	Snedkervej 5, 8722 Hedensted, Denmark	Development, operation, delivery, testing, updating, debugging, and hosting of core components and software for the solution. May assist the Data Processor with configuration and 2nd line support.	The personal data listed in section A.3 above
SUB-PROCESSOR'S SUB-PROCESSORS			
Microsoft <i>The sub-processor is used in the provision of Miralix Contact Center and the following add-ons:</i> • Miralix View	Kanalvej 7, 2800 Kongens Lyngby, Denmark	Hosting and processing of statistical information	The personal data listed in section A.3 above
Atlassian <i>The sub-processor is used in the provision of Miralix Contact Center</i>	Singel 236 1016 AB Amsterdam, The Netherlands	Jira software and Confluence	The personal data listed in section A.3 above
Meedio <i>The sub-processor is used in the provision of</i>	Europaplads 2, 7., 8000 Aarhus C, Denmark	Technical video- and meeting platform	Video stream in connection with video calls

<i>Miralix Contact Center and the following add-ons:</i> • Miralix Video			
Global Connect Outsourcing / Unit IT Holding <i>The sub-processor is used in the provision of Miralix Contact Center and the following add-ons:</i> • Miralix Call Recording • Digital Web Chat	Havneholmen 6, 2450 København SV, Denmark	IT infrastructure and hosting	The personal data listed in section A.3 above
Capacit A/S <i>The sub-processor is used in the provision of the following add-ons:</i> • <i>Miralix AI</i>	Overgaden Neden Vandet 9A, 1414 Copenhagen	AI transcription and analysis of the recorded conversation, hosting and back-up	Conversation content, technical metadata related to the conversation, notes, summaries, categorizations and analytical results, log files and call data

The Data Processor shall not be entitled – without the Data Controller’s written authorisation – to engage a sub-processor for a different processing than the one which has been agreed upon or have another sub-processor perform the described processing.

B.2. Notice for objection to change in sub-processors

The Data Controller shall, within 10 days from the date of the Data Processor’s notification of any planned changes regarding the addition or replacement of sub-processors, submit a written objection to the Data Processor regarding the sub-processor(s) in question.

If the Data Controller objects, the objection must include the specific reasons for the objection.

Appendix C Instruction pertaining to the use of personal data

C.1. The subject of/instruction for the processing

The Data Processor's processing of personal data on behalf of the Data Controller shall be carried out by the Data Processor performing the following:

The Data Processor distributes Miralix Contact Center, which is developed, delivered, and operated by the sub-processor.

The Data Processor imports and integrates the Data Controller's employees' information into the Data Controller's Miralix Contact Center. This is done either via manual import or an Active Directory (AD) import from the Data Controller's own database. This database is exclusively managed by the Data Controller, and the Data Processor has no direct access to it.

The Data Processor assists the Data Controller in customizing and configuring the Data Controller's solution to meet specified requirements. This support includes, but is not limited to, the creation of user accounts. Additionally, should the Data Controller request modifications to the solution, the Data Processor will assist with these requests.

After setting up the Data Controller's Miralix Contact Center, the Data Controller will be responsible for the administration of the solution. The scope of the Data Processor's subsequent processing for service and administrative purposes is determined by the requirements of the Data Controller. This is agreed upon separately.

The Data Processor processes the personal data directly in the Data Controller's Miralix Contact Center.

If the Data Controller purchases sub-products from the sub-processor or other related products from third parties, these are integrated into the Data Controller's solution according to instructions from the Data Controller.

The Data Processor is only a data processor for the processing of personal data falling within the scope of delivering the Data Controller's Miralix Contact Center. Other processing of the Customer's telecommunications data processed as part of Telenor's transmission of communications in the network is not covered by the General Data Processing Terms or these Product-specific Data Processing Terms.

C.1.1. Regarding additional functionalities (add-ons)

A description of the additional functionalities (add-ons) is available in the sub-processors Service Catalogue: <https://miralix.dk/services>.

The provision of additional functionalities depends on the Data Processor, and any purchase thereof must always be agreed upon with the Data Processor.

The Data Controller has the sole responsibility for ensuring that the processing of personal data associated with additionally purchased functionalities (add-ons) is carried out in accordance with applicable legislation.

C.2. Security of processing

The level of security shall reflect the scope of the data processing and the fact the Miralix Contact Center is designed for the purpose of processing general (non-sensitive) personal data, as stated in Appendix A.

The Data Processor is entitled and obligated to decide which technical and organizational measures must be implemented to obtain the necessary level of security.

However, the Data Processor must – in all circumstances and at a minimum – implement the following measures, as agreed with the Data Controller:

The Data Processor must maintain access restrictions, meaning that the number of the Data Processor's employees with access to the personal data must be limited to what is necessary.

The Data Processor accesses the solution through a closed network or via VPN with two-factor authentication.

The Data Processor must ensure adequate network separation.

The sub-processor has implemented additional security measures that reflect the sub-processor's data processing.

C.3. Assistance to the data controller

The Data Processor shall insofar as this is possible – within the scope and the extent of the assistance specified below – assist the Data Controller by implementing the following technical and organisational measures:

The Data Processor shall, as far as possible and to a reasonable extent, assist the Data Controller with available information for the purpose of the Data Controller's compliance with the rights of the data subjects.

Should the Data Processor be met with inquiries or requests from the data subjects, the Data Processor will forward these to the Data Controller.

The Data Processor assists, without undue delay, the Data Controller with information relevant to the Data Controller's reporting of personal data breaches in cases where the breach has occurred in relation to the Data Controller's Miralix Contact Center.

C.4. Storage period/erasure procedures

The Data Processor receives the general information mentioned in section A.3 for the purpose of configuring the Data Controller's Miralix Contact Center. This information is deleted 30 days after the configuration or as soon as it is no longer necessary.

The Data Processor does not store other personal data but accesses it directly within the Data Controller's solution. Personal data in the solution is deleted according to the retention rules set by the Data Controller within the application itself. This applies both to Miralix Contact Center itself and any additional functionalities (add-ons).

Upon termination of the Data Controller's use of Miralix Contact Center, the personal data is deleted at the time of termination.

C.5. Processing location

Processing of the personal data under these Product-specific Data Processing Terms cannot be performed at any other locations than the following without the Data Controller's prior written authorisation:

NAME	LOCATION FOR PROCESSING	TRANSFER BASIS
THE DATA PROCESSOR		
Telenor A/S (company reg. no. 19433692)	Denmark	N/A
SUB-PROCESSOR OF THE DATA PROCESSOR		
Miralix A/S	Denmark	N/A

SUB-PROCESSOR'S SUB-PROCESSORS		
Microsoft	Northern Europe (Ireland), Western Europe (The Netherlands)	For third-country transfers: Data Privacy Framework
Atlassian	The Netherlands	For third-country transfers: Data Privacy Framework
Meedio	Germany	N/A
Global Connect Outsourcing / Unit IT	Denmark	N/A
Capacit A/S	Denmark For hosting, infrastructure and back-up: Ireland, Netherlands and Sweden	N/A

C.6. Instruction on the transfer of personal data to third countries

If the Data Processor uses sub-processors in accordance with Appendix B and the use of these sub-processors requires transfer to third countries, the Data Processor must ensure a basis for transfer pursuant to Chapter 5 of the GDPR.

When the transfer of personal data takes place to countries where the European Commission has determined that the country provides an adequate level of protection ("secure third countries"), the legal basis for the transfer is Article 45 of the GDPR.

C.7. Procedures for the Data Controller's audits, including inspections, of the processing of personal data being performed by the Data Processor

The Data Controller may, once a year, conduct a written audit to ensure that the processing of personal data is carried out in accordance with the applicable data processing terms, GDPR and the Danish Data Protection Act.

The Data Processor's time associated with auditing and supervision is invoiced based on time spent.

C.8. Procedures for audits, including inspections, of the processing of personal data being performed by sub-processors

The Data Processor shall conduct audits of the sub-processor's processing of personal data and notify the Data Controller if the outcome of such audits gives rise to such notification. The Data Processor's audits may consist of reviewing an independent audit report and, if deemed necessary by the Data Processor, a physical inspection conducted by an independent third party.

Appendix D The parties' terms of agreement on other subjects

N/A