

VOLUME AGREEMENT FOR SOFTWARE AND CLOUD SERVICES

This agreement (“**Volume Agreement**”) has been entered into between Adda Inköpscentral AB, corporate identity number 556819-4798 (Adda) and Google Cloud EMEA Ltd., corporate identity number 660412 (Google), each a “**Party**”, together the “**Parties**”.

1 Purpose

1.1 The purpose of the Volume Agreement is to support and contribute to the development of public sector activities and to support the digitalisation of the public sector. The Volume Agreement ensures predictable and cost-effective contractual terms within the areas covered by the Volume Agreement.

2 Scope

2.1 The Volume Agreement is independent of Adda’s framework agreements and dynamic purchasing systems, which are procured in accordance with the public procurement legislation. Purchases are made from the framework agreements or dynamic purchasing systems, not the Volume Agreement. However, the Volume Agreement complements the call-offs made through Adda's framework agreements or purchasing systems, as the Volume Agreement includes terms that are beneficial to the Eligible Authorities. The Volume Agreement covers call-offs regarding Google Cloud Platform and Google Workspace services.

3 Definitions

3.1 For purposes of the Volume Agreement, the following terms shall have the meanings in the annexes and in the Volume Agreement as set forth below:

“Adda Frameworks”	means framework agreements or dynamic purchasing systems procured or set up by Adda.
“Brand Features”	means each party’s trade names, trademarks, logos, domain names, and other distinctive brand features.
“Branding Guidelines”	means Google’s then-current Google branding guidelines at https://services.google.com/fh/files/misc/external_customer_co_branding_eligibility.pdf , as may be updated by Google

	from time to time.
“Customer Personal Data”	has the meaning given in Cloud Data Processing Addendum (Customers).
“Data Processing Agreement”	means Google’s standard terms at <u>Cloud Data Processing Addendum (Partners)</u> or <u>Cloud Data Processing Addendum (Customers)</u> governing Google’s processing of Partner Personal Data or Customer Personal Data, respectively, on behalf of the Google Reseller or the Eligible Authority, as applicable depending on the Services.
“Eligible Authority”	means municipalities, associations of municipalities, regions, and other legal entities that are publicly governed bodies under the applicable public procurement law and that are covered by Adda Frameworks.
“Google Reseller”	means an entity authorized by Google to resell Google Cloud Platform and/or Google Workspace to end customers on behalf of Google.
“Liability”	means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the Parties.
“Partner Personal Data”	has the meaning given in Cloud Data Processing Addendum (Partners).
“Services”	means the services that have been or may be ordered by the Eligible Authority pursuant to the Adda Frameworks and the Subcontract.
“Subcontract(s)”	means the agreement between the Google Reseller and Eligible Authority made pursuant to the Adda Frameworks governing the purchase and use of

	Google Cloud Platform and Google Workspace services.
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4 Application of the Volume Agreement

- 4.1 The Volume Agreement relates to Subcontracts entered into prior to or during the term of the Volume Agreement.
- 4.2 Adda and Google are not parties to the Subcontracts. The Subcontracts do not involve any commitment on Adda's or Google's part towards each other, either financially or in any other respect and neither Adda nor Google can make claims against each other on the grounds that a Google Reseller or an Eligible Authority violates a Subcontract.
- 4.3 Google does not mandate the governing law or jurisdiction that applies as between the Google Reseller and Eligible Authority in the Subcontract.

5 Applicable law and disputes

- 5.1 Disputes between the Parties regarding the interpretation or application of the Volume Agreement and related legal relationships shall be settled by a Swedish general court with the Stockholm District Court as the first instance.
- 5.2 The rights and obligations under the Volume Agreement shall be governed by Swedish law. However, Swedish conflict of laws rules and the Swedish Act on International Purchases (1987:822) shall not apply.
- 5.3 Clauses 5.1 and 5.2 do not prevent the Parties from seeking preliminary measures in another jurisdiction under the law of that country, if required to prevent infringement of intellectual property rights or confidentiality obligations committed in a country other than Sweden.

6 Amendments and additions

- 6.1 Amendments or additions to the Volume Agreement must be agreed in writing and signed by an authorised representative of the Parties in order to be valid.
- 6.2 The Parties shall notify each other of proposed amendments and supplements to the Volume Agreement without delay and in good time. Unless the Parties agree otherwise, proposed amendments and supplements shall be notified at least 3 months before the date on which the proposing Party wishes the proposed change to take effect.

7 Communication

- 7.1 Adda shall distribute the Volume Agreement and information pertaining to the Volume Agreement to the Eligible Authorities in a Swedish language version.
- 7.2 In the event Google is directly contacted by an Eligible Authority, Google's communication with the Eligible Authority shall be in Swedish, unless otherwise agreed between the Eligible Authority and Google, and except where employees of the Parties and the Eligible Authorities do not have a sufficient command of Swedish (in which case they may communicate in English).
- 7.3 Notifications under the Volume Agreement shall be sent in writing.

8 General Principles Applicable to Google's Provision of Information

- 8.1 In response to a reasonable request from the Google Reseller or Eligible Authority for information pursuant to the Volume Agreement (including under Paragraph 2 (General Compliance and Risk Analysis), Paragraph 3 (Data Protection Impact Assessment) and Paragraph 4 (Data Transfer Impact Assessment) in Annex 1 (Transparency requirements and obligation to assist in relation to personal data processing) or Paragraph 2 (General Compliance and Risk Analysis) in Annex 2 (Transparency requirements and obligation to assist in relation to Suitability Assessments)), Google shall provide information that is material and relevant to the request, but may limit the scope of information provided for objectively legitimate reasons (such reasons to be disclosed by Google following a request). Information that Google may withhold for objectively legitimate reasons includes:
- Information that is subject to attorney-client privilege or pertains to the advice or operating conditions of Google's legal team;
 - Google's own security risk assessments, data protection impact assessments or data transfer impact assessments;
 - Information that is subject to confidentiality obligations owed by Google to third parties (such as details or copies of agreements entered by Google with third parties);
 - Information that could place Google at a competitive disadvantage if disclosed;
 - Information that could prejudice Google's ability to respond to any regulatory investigation or comply with applicable law;

- Information that could risk the security, confidentiality or continuity of Google's or its customers' (including Eligible Authorities'), partners' (including Google Resellers') or subprocessors' systems, services or data if disclosed;
- Information about Google's business or operating conditions (such as its internal processes or engineering operations) that could materially harm Google's business if disclosed; and
- Information the disclosure of which could risk the violation of any applicable laws or regulations.

8.2 Google and the Google Reseller or the Eligible Authority shall use reasonable efforts to consult with each other in good faith to attempt to resolve any disputes regarding the scope of the information to be provided by Google. For clarity, nothing in this clause 8 will limit Google's obligations under any Data Processing Agreement in place between Google and the Google Reseller or Eligible Authority.

9 Contact persons

9.1 The contact persons of the Parties are listed in Annex 3. Annex 3 also sets out how communications between the Parties should be sent.

10 Co-operation, monitoring and publicity

10.1 The Parties are keen to maintain a good contractual relationship and endeavour to keep the Volume Agreement up to date. In light of this, the Parties undertake to co-operate with a mutual ambition to carry out follow-ups of the Volume Agreement and its application.

10.2 In order to fulfil the purpose of clause 10.1 the Parties undertake to hold regular meetings to adapt the business relationship to the Parties' conditions and needs. The aim is to facilitate digital administration for Eligible Authorities, by continuously ensuring that appropriate software and cloud services are provided, with predictable and cost-effective contractual terms, in accordance with the Volume Agreement. For clarity, Google Resellers are solely responsible for determining their own prices charged to Eligible Authorities: Google does not determine such prices.

10.3 Both Parties may: (a) state publicly that the Volume Agreement exists; (b) display a copy of the Volume Agreement publicly on their respective website; and (c) promote the existence of the Volume Agreement via both online and offline promotional materials provided that: (i) any use of the Google Brand Features in connection with publicity of the Volume Agreement must be in accordance with the Branding Guidelines; and (ii) any promotional materials produced by Google are subject to the review and written consent of Adda (such consent not to be unreasonably withheld),

otherwise neither Party may use the other Party's Brand Features without the written consent of the other party, unless otherwise permitted in the Volume Agreement.

11 Contractual relations and interpretation

11.1 The Volume Agreement consists of the following documents:

1. Written amendments and additions to clauses 1 - 16 of the Volume Agreement made in accordance with clause 6 (Amendments and additions);
2. Clauses 1 - 16 of the Volume Agreement;
3. Written amendments and additions to the annexes listed in clause 12 (Contractual documents) made in accordance with clause 6 (Amendments and additions); and
4. The annexes listed in clause 12 (Contractual documents).

11.2 The documents are complementary when interpreting the Volume Agreement. If the documents contain conflicting information, the documents shall take precedence over each other in the order indicated in clause 11.1 above, unless circumstances clearly dictate otherwise.

11.3 The Volume Agreement and its annexes have been drafted in bilingual English and Swedish language versions. In the event of any discrepancies or inconsistencies between those language versions, the English version shall prevail.

12 Contractual documents

12.1 The Volume Agreement includes, in addition to this main text, the following contractual documents:

- a) Annex 1 - Transparency requirements and obligation to assist in relation to personal data processing
- b) Annex 2 - Transparency requirements and obligation to assist in relation to Suitability Assessments
- c) Annex 3 - Contact persons
- d) Annex 4 - Prices and discounts

13 Assignment of the Volume Agreement

13.1 Google has the right to assign its rights and obligations under the Volume Agreement to another legal entity within the same group to which Google belongs.

13.2 Adda is entitled to assign its rights and obligations under the Volume Agreement

- a) to another legal entity within the same group to which Adda belongs; and

b) to another legal entity which, following a decision by the owner of Adda, will take over the activities of Adda covering the Volume Agreement.

13.3 In cases other than those mentioned in clauses 13.1 and 13.2 a Party may assign its rights and obligations under the Volume Agreement to another Party only with the written consent of the other Party.

13.4 A Party shall notify the other Party in writing before assigning its rights and obligations under clauses 13.1 - 13.3.

14 Period of validity and cancellation

14.1 The Volume Agreement will enter into force when all parties have signed the Volume Agreement and will remain in force until further notice.

14.2 Each Party has the right to terminate the Volume Agreement by providing 6 months' written notice to the other Party.

14.3 For clarity, the expiry of the Volume Agreement does not affect Subcontracts concluded either prior to or during the term of the Volume Agreement. Amongst other things, this means that (a) the fulfillment of concluded Subcontracts, between Eligible Authorities and Google Resellers, can take place after the Volume Agreement has expired, and (b) new orders under an existing Subcontract can also be placed with application of the terms of the Volume Agreement, after the Volume Agreement has expired.

14.4 Clauses 5 (Applicable law and disputes) and 15 (Limitation of Liability) of the Volume Agreement remain valid after termination of the Volume Agreement.

15 Limitation of Liability

15.1 Exclusions

Subject to clause 15.3 (Unlimited Liabilities), neither Party will have any Liability arising out of or relating to the Volume Agreement for any:

- a) loss of profits;
- b) loss of anticipated savings;
- c) loss of business opportunity;
- d) loss of reputation or goodwill; or
- e) indirect or consequential losses.

15.2 Subject to clause 15.1 (Exclusions) and 15.3 (Unlimited Liabilities), each Party's total aggregated Liability to the other Party for any and all claims arising out of or in

connection with the Volume Agreement shall be limited to the sum of USD 100,000. This limitation applies to all damages, losses, costs, and expenses incurred by either Party.

15.3 Unlimited Liabilities

Nothing in the Volume Agreement excludes or limits either party's Liability for:

- a) death or personal injury resulting from its negligence or the negligence of its employees or agents;
- b) its fraud or fraudulent misrepresentation;
- c) matters for which liability cannot be excluded or limited under applicable law.

15.4 Any claim for damages must be asserted in writing by the claiming Party within three (3) months of the date the claiming Party becomes aware of the claim, and in no event later than one (1) year from the date of the occurrence giving rise to the claim.

15.5 The limitations and exclusions of liability set forth in this clause shall not apply to the extent that the damage was caused by either Party's willful misconduct or gross negligence.

16 Signing with e-signature

16.1 The Volume Agreement has been signed by e-signature by authorised signatories of the Parties.

Google Cloud EMEA Ltd.

Adda Inköpscentral AB

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Annex 1: Transparency requirements and obligation to assist in relation to personal data processing

This Annex 1 shall be deemed to form an integral part of the Volume Agreement.

Background

- A. Controllers of personal data are obliged to only use processors that provide sufficient guarantees to implement appropriate technical and organisational measures in such a way that the processing complies with the requirements of the GDPR and ensures that the rights of the data subjects are protected. Controllers may also be obliged to complete data protection impact assessments under Article 35 of the GDPR, prior consultations under Article 36 of the GDPR and data transfer impact assessments under Article 46 of the GDPR.
- B. To support compliance by the Eligible Authority (as a controller of Partner Personal Data or Customer Personal Data) with these requirements, Google shall provide information, cooperation and assistance to the Google Reseller or the Eligible Authority (as applicable, depending on whether the Google Reseller or the Eligible Authority has engaged or may engage Google as a processor of Partner Personal Data or Customer Personal Data under the Data Processing Agreement) as set out in this Annex 1. This information, cooperation and assistance is in addition to any information, cooperation or assistance that the Google Reseller may be obliged to provide under a separate agreement between the Google Reseller and the Eligible Authority.
- C. As set out in Paragraph 7 (Updates to Data Processing Agreement) of this Annex 1, Google shall also update the Data Processing Agreement as appropriate to ensure that Google's processing of Partner Personal Data or Customer Personal Data (as applicable) under that Agreement complies with Applicable Data Protection Legislation or any final binding decision of a court.
- D. For clarity, this Annex 1 shall not limit the obligations of (a) Google under applicable law, the Volume Agreement or the Data Processing Agreement (as applicable) or (b) any Eligible Authority under applicable law or the Data Processing Agreement (as applicable). To the extent there is a conflict between the remainder of the Volume Agreement and this Annex 1, this Annex 1 shall prevail. To the extent there is a conflict between this Annex 1 and any Data Processing Agreement entered between Google and the Eligible Authority, in so far as concerns Google's undertakings under this Annex 1 this Annex 1 shall prevail. For clarity, nothing in this Annex is intended to modify or contradict any Standard Contractual Clauses.

1. Definitions

1.1 When used in this Annex 1, the terms **“processing”**, **“controller”**, **“supervisory authority”**, **“personal data”**, **“processor”**, and **“data subject”** shall have the same meaning as in the GDPR. Capitalized terms used but not defined in this Annex 1 shall have the meaning given in the Volume Agreement. In addition, the following terms shall have the meaning set out below:

“Applicable Data Protection Legislation” means the GDPR or other EU or Member State data protection laws or regulations applicable from time to time to the processing of Partner Personal Data or Customer Personal Data (as applicable). For clarity, and without limitation, these laws or regulations may include the Swedish Act (2018:218) with supplementary provisions to the GDPR.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“Third Country” means a state that is not part of the European Union (EU) or a member of the European Economic Area (EEA).

2. General Compliance and Risk Analysis

2.1 Subject to clause 8 (General Principles Applicable to Google’s Provision of Information) of the Volume Agreement, and Paragraph 6 (Eligible Authority Requirements) of this Annex 1, Google shall provide the Google Reseller or Eligible Authority (as applicable according to whether the Google Reseller or the Eligible Authority is or will be the counterparty to the Data Processing Agreement) with information they reasonably request to enable the Eligible Authority to:

(a) assess whether Google, as a processor in respect of the Services, provides sufficient guarantees as described in Article 28(1) of the GDPR;

(b) carry out a risk analysis on the use of the Services in order to determine whether a data protection impact assessment under Article 35 of the GDPR is required; and

(c) determine whether a data transfer impact assessment is required by Article 46 of the GDPR.

2.2 Information that Google may provide pursuant to this Paragraph 2 (General Compliance and Risk Analysis) in relation to the Services includes the following:

- a description of the nature, scope, context and purposes of Google’s processing of Partner Personal Data or Customer Personal Data (as applicable) under the Data Processing Agreement;

- a description of how the Partner Personal Data or Customer Personal Data that Google may process on behalf of the Google Reseller or the Eligible Authority (as applicable) is transferred from the Google Reseller or the Eligible Authority (as applicable) to Google;
 - a description of how the Partner Personal Data or Customer Personal Data that Google may process on behalf of the Google Reseller or the Eligible Authority (as applicable) is transferred within Google's own organisation and/or to any non-Google subprocessors;
 - information about Google's records of its processor activities in respect of Partner Personal Data or Customer Personal Data;
 - copies of the third party compliance certifications and, when reasonably required, audit reports that are maintained by Google as described in the Data Processing Agreement;
 - a description of the security measures implemented by Google under the Data Processing Agreement to protect the Partner Personal Data or Customer Personal Data (as applicable);
 - details of the countries in which Partner Personal Data or Customer Personal Data (as applicable) may be stored or to which such personal data may be transferred (depending on how the Google Reseller and/or the Eligible Authority configure(s) the Services) and, for any such transfers, Google's legal basis for the transfers under Chapter V of the GDPR (e.g. standard contractual clauses, binding corporate rules, decisions by the European Commission on the adequacy of the level of protection, etc.). For clarity, transfers may include access from a Third Country as described in applicable regulatory guidance; and
 - details of the subprocessors who have access to Partner Personal Data or Customer Personal Data, the purpose of such access, and the location(s) of such actors.
- 2.3 To the extent that the above information is part of Google's publicly available documentation, Google shall provide the Google Reseller or the Eligible Authority (as applicable, according to whether the Google Reseller or the Eligible Authority is or will be the counterparty to the Data Processing Agreement) with assistance they reasonably request to identify the page(s) or section(s) in the documentation where the respective information can be found.

3. Data Protection Impact Assessment

3.1 If a data protection impact assessment or prior consultation with a supervisory authority is required by Article 35 or Article 36 of the GDPR, as reasonably determined by the Eligible Authority, then Google shall, subject to Paragraph 5 (Eligible Authority Requirements) taking into account the nature of the processing and the information available to Google, provide the Google Reseller or the Eligible Authority with additional reasonable cooperation and assistance they reasonably request to enable the Eligible Authority to complete such assessment or consultation.

4. Data Transfer Impact Assessment

4.1 If a data transfer impact assessment is required by Article 46 of the GDPR, as reasonably determined by the Eligible Authority, then Google shall, subject to Paragraph 5 (Eligible Authority Requirements) provide the Google Reseller or the Eligible Authority with additional reasonable cooperation and assistance they reasonably request to enable the Eligible Authority to complete such assessment.

5. Eligible Authority Requirements

5.1 Google shall provide the information, cooperation and assistance specified in Paragraphs 2 (General Compliance and Risk Analysis), 3 (Data Protection Impact Assessment) and 4 (Data Transfer Impact assessment) of this Annex 1:

- (a) to the Google Reseller or the Eligible Authority, as applicable according to whether the Google Reseller or the Eligible Authority is or will be the counterparty to the Data Processing Agreement; and
- (b) if the Google Reseller is the counterparty to the Data Processing Agreement, where the Eligible Authority (i) has an effective Subcontract in place with the Google Reseller, as confirmed to Google by the Google Reseller; or (ii) if the Google Reseller does not have an effective Subcontract in place with the Eligible Authority and the Eligible Authority wishes to procure the Services via the Google Reseller in circumstances where the Google Reseller has a tangible opportunity to enter into a Subcontract with an Eligible Authority, as confirmed to Google by the Google Reseller.

6. Designated Google Contacts

6.1 The Google Reseller or the Eligible Authority may, in addition to contacting Google's Cloud Data Protection Team as described in the Data Processing Agreement if the Google Reseller or the Eligible Authority (as applicable) has entered the Data Processing Agreement with Google, communicate any requests related to this Annex 1 to their Google Cloud Sales Representative as set out in Annex 3 (Contact Persons). That Sales Representative shall be available to receive such communications prior to

and during the term of the Data Processing Agreement entered by the Google Reseller and the Eligible Authority.

7. Updates to Data Processing Agreement

7.1 Google shall update the Data Processing Agreement (as applicable to the Google Reseller or the Eligible Authority, depending on whether the Google Reseller or the Eligible Authority entered the Data Processing Agreement) as appropriate from time to time to ensure that Google's processing of Partner Personal Data or Customer Personal Data under that Data Processing Agreement complies with Applicable Data Protection Legislation and any final binding decision of a court deemed relevant to Google's processing of such personal data. Google may also update the Data Processing Agreement as permitted under the applicable agreement(s) between Google and the Google Reseller and/or the Eligible Authority with respect to the Services. For clarity, the Data Processing Agreement will remain in effect for as long as Google processes Partner Personal Data or Customer Personal Data on behalf of the Google Reseller or the Eligible Authority (as applicable) in the context of the Eligible Authority.

8. Right to Compensation

8.1 Google shall not be entitled to compensation for providing the reasonable information, cooperation and assistance described in Paragraphs 2 (General Compliance and Risk Analysis), 3 (Data Protection Impact Assessment) and 4 (Data Transfer Impact Assessment) of this Annex 1, but Google shall be entitled to compensation for its substantiated, reasonable and direct additional costs, as set out in this Paragraph 8 (Right to Compensation).

8.2 If the Google Reseller or the Eligible Authority (as applicable according to whether the Google Reseller or the Eligible Authority is or will be the counterparty to the Data Processing Agreement) wishes Google to provide any information, cooperation or assistance in addition to that described in Paragraphs 2 (General Compliance and Risk Analysis), 3 (Data Protection Impact Assessment) and 4 (Data Transfer Impact Assessment) of this Annex 1, the Google Reseller or the Eligible Authority (as applicable) and Google must agree in writing, before Google commences any work related to providing such information, cooperation or assistance, on:

- (a) the scope of such information, cooperation or assistance to be provided by Google; and
- (b) the compensation to which Google will be entitled for its substantiated, reasonable and direct additional costs of providing such information, cooperation or assistance.

- 8.3 Without prejudice to any of Google's obligations under applicable law, nothing in this Annex 1 shall oblige Google to provide any information, cooperation or assistance in addition to that described in Paragraphs 2 (General Compliance and Risk Analysis), 3 (Data Protection Impact Assessment) and 4 (Data Transfer Impact Assessment) of this Annex 1 where the scope of such additional information, cooperation or assistance or any corresponding compensation cannot be agreed by Google and the Google Reseller and/or Eligible Authority (as applicable).
- 8.4 In no case is Adda obligated to compensate Google for costs under this Paragraph 8.

9. Third Party Beneficiaries

- 9.1 Notwithstanding any exclusion of third party beneficiary rights in the Volume Agreement, to the extent the Google Reseller and/or the Eligible Authority are specifically granted rights under this Annex 1, they shall be entitled to enforce those rights as third party beneficiaries of this Annex 1, subject to the remaining terms of the Volume Agreement (including the liability provisions in clause 15 (Limitation of Liability)).

Annex 2: Transparency requirements and obligation to assist in relation to Suitability Assessments

This Annex 2 shall be deemed to form an integral part of the Volume Agreement.

Background

- A. An Eligible Authority that wishes to outsource functions to an external service provider, that requires Technical Processing or Technical Storage of Information, shall, subject to Chapter 10 Section 2 a of the Public Access to Information and Secrecy Act (2009:400), assess whether, given the circumstances, it is not inappropriate for the Eligible Authority to disclose Information to the external service provider (Suitability Assessment). This means that an Eligible Authority, before disclosing Information to an external service provider, must examine whether there are reasons not to disclose Information.
- B. The Suitability Assessment must include “all known circumstances” and the Eligible Authority has a reasonable duty to investigate. In a Suitability Assessment, according to Chapter 10 Section 2 a of The Public Access to Information and Secrecy Act, the Eligible Authority should (a) analyze whether the intended processing of information and service as a whole is compatible with applicable law regarding data protection, security protection and information security, (b) review the service provider’s business model (that is its processing of customer data and the purpose thereof) and contractual terms and conditions governing the relationship between the parties; and (c) consider whether the outsourcing may entail an increased risk exposure for the disclosed Information.
- C. The duty to investigate includes requesting and collecting information from the service provider and, based on this information, evaluating whether there is reason for further investigation. The Suitability Assessment made prior to outsourcing must be carefully documented by the Eligible Authority.
- D. To support the Eligible Authority’s compliance with these requirements, Google shall provide information, cooperation and assistance to the Google Reseller as set out in this Annex 2, to enable the Google Reseller to provide such information and corresponding cooperation and assistance to the Eligible Authority (in addition to any information, cooperation or assistance that the Google Reseller may be obliged to provide under a separate agreement between the Google Reseller and the Eligible Authority).
- E. For clarity, this Annex 2 shall not limit the obligations of (a) Google under applicable law, the Volume Agreement or a Data Processing Agreement (as applicable) or (b)

any Eligible Authority under applicable law or a Data Processing Agreement (as applicable). To the extent there is a conflict between the remainder of the Volume Agreement and this Annex 2, this Annex 2 shall prevail. To the extent there is a conflict between this Annex 2 and any Data Processing Agreement entered between Google and the Eligible Authority, in so far as concerns Google's undertakings under this Annex 2 this Annex 2 shall prevail.

1. Definitions

1.1. Capitalized terms used but not defined in this Annex 2 shall have the meaning given in the Volume Agreement. In addition, the following terms shall have the meaning set out below:

"Applicable Swedish Secrecy Legislation" means the Swedish secrecy laws applicable from time to time to the Eligible Authority's use of the Services. For clarity, and without limitation, these laws include The Public Access to Information and Secrecy Act (2009:400)¹ and the Law (2020:914) on Secrecy when Outsourcing Technical Processing or Storage of Information².

"Customer Data" has the meaning given in the applicable Data Processing Agreement.

"Eligible Authority's Information" means any Information that the Eligible Authority would disclose when using the Services.

"Information" means information in the sense of Chapter 10, Section 2 a of the Public Access to Information and Secrecy Act (2009:400) or according to other Applicable Swedish Secrecy Legislation. For the purposes of this Annex 2, only Customer Data and Partner Data should be covered by the definition.

"Partner Data" has the meaning given in the applicable Data Processing Agreement.

"Suitability Assessment" means an assessment in accordance with Chapter 10 Section 2 a of the Public Access to Information and Secrecy Act (2009:400), of whether it is not inappropriate for an Eligible Authority to disclose Information to an external service provider.

¹ Translated from Swedish, offentlighets- och sekretesslagen (2009:400).

² Translated from Swedish, lagen (2020:914) om tystnadsplikt vid utkontraktering av teknisk bearbetning eller lagring av uppgifter.

“Technical Processing or Technical Storage” means technical processing or technical storage of Information as it is defined in Applicable Swedish Secrecy Legislation.

2. General Compliance and Risk Analysis

2.1. Subject to clause 8 (General Principles Applicable to Google’s Provision of Information) of the Volume Agreement and Paragraph 3 (Eligible Authority Requirements) of this Annex 2, Google shall provide the Google Reseller or Eligible Authority (as applicable according to whether the Google Reseller or the Eligible Authority is or will be the counterparty to the Data Processing Agreement) with information they reasonably request to enable the Eligible Authority to:

(a) assess whether Google, in its role related to the Google Reseller’s provision of the Services, provides sufficient guarantees of secrecy in accordance with the Law (2020:914) on Secrecy when Outsourcing Technical Processing or Storage of Information; and

(b) carry out a risk analysis on the use of the Services, in order to determine whether Technical Processing or Technical Storage of Information through the use of the Services is in accordance with Applicable Swedish Secrecy Legislation.

2.2. Information that Google may provide pursuant to this Paragraph 2 (General Compliance and Risk Analysis) in relation to the Services includes the following:

- **Google's ability to protect the Eligible Authority’s Information**

- A general description of Google's ability to protect the Eligible Authority’s Information, a description of the security measures from time to time implemented or made available by Google to protect the Eligible Authority’s Information and whether Google is subject to a statutory or contractual duty of confidentiality.
- A general description of whether the Services and Google’s published standard contractual terms and conditions will enable the Eligible Authority to maintain control over the Eligible Authority’s Information.

- **Aggregated and co-located information**

- A general description of whether the Eligible Authority’s Information will be aggregated (e.g. whether it will be co-located with information belonging to other authorities or organizations), in order to determine the risk of exposure of the Eligible Authority’s Information.

- **Google's processing of the Eligible Authority's Information and subprocessors**
 - A general description of Google's processing of Partner Data and Customer Data, Google's published standard contractual terms and conditions and confidentiality, including details of the subprocessors who have access to the Eligible Authority's Information, the purpose of such access, and the location(s) of such subprocessors.
 - Google shall provide information as to whether Google:
 - implements systematic security measures (e.g. is certified according to ISO, CSA STAR 2, NIST, etc.) and if so, whether it can provide a certificate to the Eligible Authority; and
 - has performed self-assessment according to applicable international frameworks (e.g. NIST, CSA, ISO27000, ISO27001, ISO27002 or equivalent) and whether the results of such a self-assessment can be made available to the Eligible Authority.
 - Google shall further inform whether Google:
 - provides up-to-date reports on the assurance of compliance with defined information security requirements;
 - conducts frequent audits of both quality and security, as well as whether Google implements measures and improvements when vulnerabilities and deficiencies are detected;
 - ensures a consistent and effective incident management strategy including communication of security incidents and vulnerabilities; and
 - authorizes the Eligible Authority to audit Google's processes and security measures.
 - Google shall further inform whether Google implements measures designed to:
 - ensure authorized access and prevent unauthorized access to the Eligible Authority's Information and other related assets (the management of access control should follow international frameworks such as ISO27002 or similar); and
 - control access to the Eligible Authority's Information and other related assets by a secure login procedure with appropriate authentication methods to verify the claimed identities of users of the Services.

- **Geographical location and extraterritorial legislation**

- A general description of where the Eligible Authority's Information is processed.

2.3. To the extent that the above information is part of Google's publicly available documentation, Google shall provide the Eligible Authority with assistance they reasonably request to identify the page(s) or section(s) in the documentation where the respective information can be found.

2.4. To the extent that the above information is part of information that Google is required to disclose to the Eligible Authority, subject to the provisions of Annex 1, Google shall not be required to disclose the above information to the Eligible Authority more than once.

3. Eligible Authority Requirements

3.1 Google shall provide the information, cooperation and assistance specified in Paragraph 2 (General Compliance and Risk Analysis) of this Annex 2:

- (a) to the Google Reseller or the Eligible Authority, as applicable according to whether the Google Reseller or the Eligible Authority is or will be the counterparty to the Data Processing Agreement; and
- (b) if the Google Reseller is the counterparty to the Data Processing Agreement, where the Eligible Authority (i) has an effective Subcontract in place with the Google Reseller, as confirmed to Google by the Google Reseller; or (ii) if the Google Reseller does not have an effective Subcontract in place with the Eligible Authority and the Eligible Authority wishes to procure the Services via the Google Reseller in circumstances where the Google Reseller has a tangible opportunity to enter into a Subcontract with an Eligible Authority, as confirmed to Google by the Google Reseller.

4. Designated Google Contacts

4.1 The Eligible Authority may communicate any requests related to this Annex 2 to their Google Cloud Sales Representative as set out in Annex 3 (Contact Persons). That Sales Representative shall be available to receive such communications prior to and during the term of the Subcontract entered by the Google Reseller and the Eligible Authority.

5. Right to Compensation

5.1 Google shall not be entitled to compensation for providing the reasonable information, cooperation and assistance described in Paragraph 2 (General Compliance and Risk Analysis) of this Annex 2, but Google shall be entitled to

compensation for its substantiated, reasonable and direct additional costs, as set out in this Paragraph 5 (Right to Compensation).

5.2 If the Eligible Authority wishes Google to provide any information, cooperation or assistance in addition to that described in Paragraph 2 (General Compliance and Risk Analysis) of this Annex 2, the Google Reseller or the Eligible Authority (as applicable) and Google must agree in writing, before Google commences any work related to providing such information, cooperation or assistance, on:

(a) the scope of such information, cooperation or assistance to be provided by Google; and

(b) the compensation to which Google will be entitled for its substantiated, reasonable and direct additional costs of providing such information, cooperation or assistance.

5.3 Without prejudice to any of Google's obligations under applicable law, nothing in this Annex 2 shall oblige Google to provide any information, cooperation or assistance in addition to that described in Paragraph 2 (General Compliance and Risk Analysis) of this Annex 2 where the scope of such additional information, cooperation or assistance or any corresponding compensation cannot be agreed by Google and the Google Reseller and/or the Eligible Authority (as applicable).

5.4 In no case is Adda obligated to compensate Google for costs under this Paragraph 5.

6. Third Party Beneficiaries

6.1 Notwithstanding any exclusion of third party beneficiary rights in the Volume Agreement, to the extent the Google Reseller and/or the Eligible Authority are specifically granted rights under this Annex 2, they shall be entitled to enforce those rights as third party beneficiaries of this Annex 2, subject to the remaining terms of the Volume Agreement (including the liability provisions in clause 15 (Limitation of Liability)).

Annex 3: Contact persons

Communications in connection with the Volume Agreement shall be sent by email:

Google: SwedenPS-frameworks@google.com

Adda: volymavtal@adda.se

Annex 4: Prices and discounts

For clarity, Google cannot set the pricing offered to Eligible Authorities by Google Resellers and the Google Reseller will determine its pricing independently. This Annex 4 sets out the potential discounts available to Google Resellers in connection with the Adda Frameworks.

Google Cloud Platform: For a period of 6 years from the date of implementation of the Volume Agreement by Google, Google will offer Google Resellers a 10% "Enterprise Discount Program" discount off the then current list price for all Google Cloud Platform services, as listed in [Cloud Enterprise 2024](#), in relation to any Subcontract, provided any such discount will be subject to: (i) the agreement and signature of applicable terms between Google and the Google Reseller; and (ii) Google's existing agreement with the Google Reseller.

Google Workspace: For a period of 5 years from the date of implementation of the Volume Agreement by Google, Google will offer Google Resellers a 15% discount off the then current list price for the following Workspace SKUs in relation to any Subcontract:

- Enterprise Plus
- Enterprise Plus Archive User
- Enterprise Standard
- Enterprise Standard Archive User
- Enterprise Essentials Plus
- Frontline Starter
- Frontline Standard

The proposed 15% discount referenced above is subject to: (i) 12 month minimum term; (ii) the currency for the SKUs between Google and Google Reseller must remain the same for the duration of the Subcontract; (iii) the agreement and signature of applicable terms between Google and the Google Reseller; and (iv) Google's existing agreement with the Google Reseller.

Google Workspace for Education: At the time of the conclusion of the Volume Agreement, Google for Workspace for Education Plus SKU is available for purchase from Google Resellers and Google offers a discount off the then current list price for the Google Workspace for Education Plus SKU, depending on multi-year purchase and student enrollment numbers. Current information on available discounts can be retrieved from Google Resellers.

Annual review

The Parties agree that the terms of Annex 4 shall be subject to an annual review. During each such review, the Parties may propose amendments to Annex 4, which shall be documented in writing in accordance with paragraph 6 of the Volume Agreement. Amendments to Annex 4 do not need to be documented in a separate addendum; instead, Annex 4 shall be updated in its entirety with each amendment. The updated terms shall come into effect once they have been signed by both Parties.