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**VERTO
DATA PROTECTION TERMS**

2026

1 DATA PROTECTION TERMS

1.1 Terminology

Service Provider	Smartvatten Group and its subsidiaries.
Service	The product, service or solution offered to the customer by the Service Provider.
Purchaser	The company or association that uses the Service or Services provided by the Service Provider.
Service Agreement	An agreement about the provision of the Service.
Personal Data	Any information relating to an identified or identifiable person.
Processing of Personal Data	Operations carried out for the purposes of the collection, storage, use, transfer or disclosure of Personal Data.
Data Protection Agreement	An agreement about the processing and protection of Personal Data.
Purchaser's Instruction	An instruction for the processing of Personal Data in which the Purchaser describes how its Personal Data should be processed.
Contractor	A party that carries out system development or other work for the Service Provider, but that does not have a contract directly with the Purchaser.
Personal Data Breach	An event during which an unauthorised party processes data or data is processed unlawfully or in breach with the applicable agreement or data is destroyed, lost, altered or disclosed without permission.
Controller	The party that determines how and for what purposes Personal Data shall be processed.
Processor	The party that processes Personal Data on behalf of the Controller in accordance with the Controller's instructions.
Sub-Processor	A party that the Processor uses for the processing of Personal Data on behalf of the Controller. Typically a cloud service provider, system provider, etc.
Data Subject	A person whose Personal Data is being processed.
Information Request	A Data Subject's request to obtain copies of data held about them.
EU and EEA	The area that includes the countries that are members of the European Union and/or the European Economic Area.
Right to Audit and Inspect	The Controller's right to inspect the Processor's systems and procedures for processing Personal Data to ensure that they meet the requirements set out in the Purchaser's Instructions and applicable laws and regulations.

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Transfer Basis	In addition to compliance with other requirements outlined in data protection legislation, the transfer of Personal Data outside the EU and the EEA requires a specific Transfer Basis.
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1.2 Definitions and scope

These contractual terms concerning data protection (hereinafter Data Protection Agreement) define the contractual terms for the processing and protection of Personal Data. They bind the Purchaser and the Service Provider, and the Service Provider shall process Personal Data as instructed by the Purchaser and on behalf of and for the account of the Purchaser in accordance with these terms. The terms of this Data Protection Agreement shall apply to all Services provided to the Purchaser in the future by the Service Provider unless the Parties have expressly agreed otherwise in writing.

The Purchaser and the Service Provider may also have signed a separate Service Agreement that shall apply to the Service Provider's sales of water metering and other Services to the Purchaser (Service Agreement). The Parties expressly agree that this Data Protection Agreement shall form part of any Service Agreement signed by the Parties. If there is a conflict between the Service Agreement and the Data Protection Agreement, the terms agreed in this Data Protection Agreement shall take precedence. The Parties must always act in accordance with applicable data protection legislation.

1.2.1 Roles of the Parties in relation to the processing of Personal Data

The Purchaser shall act as the Controller and the Service Provider shall act as the Processor of Personal Data (hereinafter Processor) within the meaning of data protection legislation, apart from exceptions arising from the purpose of the processing of the Personal Data. In this Data Protection Agreement, "Purchaser's Personal Data" refers to Personal Data that the Purchaser is responsible for as the Controller.

The following details of the Purchaser's Personal Data are defined below or elsewhere in the agreement documents signed by the Parties.

- Type of personal data and categories of Data Subjects
- Subject matter, nature and purpose of the processing
- Duration of the processing

If the description of the Personal Data and the processing thereof has not been prepared or it is incomplete, the Purchaser has a responsibility to prepare or complete it.

1.2.1.1 Types of Personal Data and categories of Data Subjects

Categories of Data Subjects:

- Residents
- Business partners
- Purchaser's representatives

The Service Provider shall process Personal Data of persons belonging to the listed categories of Data Subjects that is necessary for the provision of the Service on behalf of the Purchaser. The processed Personal Data may include, but is not limited to:

- Name
- Contact information
- Location of use
- Water consumption data
- Data on the conditions in the dwelling or the unit
- Details of communications and correspondence

1.2.1.2 Subject matter, nature and purpose of the processing

The Service Provider shall process the above mentioned Personal Data for the purposes of the provision of the Services. Additionally, the Service Provider may utilise anonymised Personal Data to develop its own business operations and for planning, reporting and quality control purposes.

1.2.1.3 Duration of the processing

The Service Provider shall process and store Personal Data for the validity period of the Agreement between the Parties or for as long as is required by binding legislation. The Parties shall follow the procedures required by applicable data protection legislation, and they shall comply with provisions related to the processing and protection of Personal Data.

1.3 Processing of the Purchaser's Personal Data

1.3.1 General responsibilities of the Service Provider

The Service Provider shall implement the appropriate technical and organisational measures, and it shall process the Purchaser's Personal Data in accordance with data protection legislation, this Data Protection Agreement and the Purchaser's Instruction.

The purpose of these measures is to ensure the lawful processing of Personal Data and the confidentiality, integrity, availability and resilience of the Services. The Service Provider shall not process Personal Data or utilise the Personal Data it processes otherwise than in accordance with the purpose and scope agreed in the Data Protection Agreement.

1.3.2 Obligations and rights of the Purchaser

The General Data Protection Regulation sets out the following obligations for the Controller.

- Accountability. According to the accountability principle outlined in Article 5 paragraph 2 of the General Data Protection Regulation, the Controller shall be responsible for, and be able to demonstrate compliance with, Article 5 paragraph 1.
- Notification of a Personal Data Breach to the supervisory authority. According to Article 33 paragraph 1 of the General Data Protection Regulation, the Controller has an obligation to notify Personal Data Breaches to the supervisory authority within 72 hours after having become aware of the Personal Data Breach.
- Communication of a Personal Data Breach to the Data Subject. According to Article 34 paragraph 1 of the General Data Protection Regulation, the Controller has an obligation to communicate the Personal Data Breach to the Data Subject without undue delay when the Personal Data Breach is likely to result in a high risk to the rights and freedoms of natural persons.

The obligations of the Controller cannot be transferred to the Service Provider contractually. The Service Provider shall assist and guide the Purchaser in fulfilling its obligations if requested to do so by the Purchaser.

1.3.3 Purchaser's Instructions

The Purchaser shall be responsible for the written instructions they have provided and for keeping them updated and available. The Service Provider shall inform the Purchaser if it is of the view that the Purchaser's Instructions are insufficient or unlawful.

The Purchaser has a right to amend, supplement and update the Instructions for the processing and protection of Personal Data it has provided to the Service Provider if this is required by legislation and government guidelines. If amendments to the instructions cause other than minor changes, the Service Provider has a right to charge for them in accordance with the prices outlined in the Service Agreement or, in case such charges were not agreed in the Service Agreement, based on reasonable costs. If the amendments to the Purchaser's Instructions are required by data protection legislation, the Service Provider does not have a right to charge for them.

1.3.4 Service Provider's personnel

The Service Provider shall ensure that all persons working for it that are authorised to process the Purchaser's Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

1.3.5 Service Provider's Contractors

In so far as the Service Provider uses in its operations Contractors that process the Purchaser's Personal Data, these Contractors shall be treated as Sub-Processors of Personal Data. Sub-Processors shall be subject to the Service Agreement and the terms described in this Data Protection Agreement, and it shall be ensured that they are under an appropriate statutory obligation of confidentiality.

Unless otherwise agreed in writing, the Service Provider has a right to use Sub-Processors for the processing of the Purchaser's Personal Data. The Service Provider shall inform the Purchaser in writing about the Sub-Processors it uses as well as about any changes in them. The Sub-Processors that were used when the Data Protection Agreement was signed are listed in Appendix 1 of the Data Protection Agreement. The Purchaser has a right to object to the use of a proposed Sub-Processor for a justified reason; to exercise this right, the Purchaser must notify the Service Provider of its objection. If the Purchaser has justified reasons to believe that the Service Provider's Sub-Processor does not meet its data protection obligations, the Purchaser has a right to demand that the Service Provider replaces the Sub-Processor.

The Purchaser understands that the Service Provider might not be able to provide the Purchaser with the Services outlined in the Service Agreement without Sub-Processors. If no agreement can be reached on replacing the Sub-Processor, the Service Provider has a right to terminate this Data Protection Agreement and the Service Agreement with a notification period of 30 days by a written notice given to the Purchaser.

1.3.6 Location of the Personal Data

The Service Provider shall process the Purchaser's Personal Data within the EU and the EEA. When it is necessary for the provision of the Service, the Service Provider may use partners that are located outside the EU and the EEA; such partners may include cloud service providers and other similar Sub-Processors. The Service Provider shall not transfer the Purchaser's Personal Data outside the EU or the EEA without prior written consent of the Purchaser. The Sub-Processors that were used when the Data Protection Agreement was signed, including their locations and transfer bases, are listed in Appendix 1 of the Data Protection Agreement. The Service Provider reserves the right to transfer Personal Data outside the EU/EEA temporarily in case of a force majeure event.

1.3.7 Regular disclosure of data

The data shall not be disclosed regularly or routinely to other parties. The data can be published to the extent this has been agreed with the Purchaser.

1.4 Personal Data Breaches

The Service Provider must notify the Purchaser of any Personal Data Breach it has become aware of in writing without undue delay. In the event of a Personal Data Breach, the Service Provider shall provide the Purchaser with the following information if it is available to the Service Provider:

- a) a description of the Personal Data Breach, including the affected categories of Data Subjects and their estimated numbers and the affected categories of types of Personal Data and their estimated numbers with an accuracy that is possible based on the information that is available;
- b) contact details of the data protection officer or other responsible person who can provide further information;
- c) a description of the likely consequences of the Personal Data Breach if they are known to the Service Provider; and
- d) a description of the measures that the Service Provider proposes or has already taken to address the Personal Data Breach and, if necessary, other measures to mitigate the possible adverse effects.

1.5 Contact information

The person responsible for the Service Provider's data protection can be contacted by email at privacy@smartvatten.com.

1.6 Information requests, the right to obtain and check data and the right to demand the rectification of data

Every Data Subject has a right to obtain and check the data stored about them in the filing system and to demand the rectification of incorrect or missing data. If a person wishes to check the data stored about them or to demand the rectification of their data, they must send a written request to the Controller. The Controller can ask the person making the request to verify their identity if necessary. The Controller shall reply to the Data Subject within the time defined in the EU's General Data Protection Regulation. As a rule, this means within one month.

1.7 Right to Audit and Inspect

The Service Provider shall allow annual inspections to be carried out by the Purchaser or its authorised auditor, and the Service Provider shall participate in these inspections. The Purchaser has an obligation to agree on the timing of the inspections in advance. The Purchaser shall be responsible for any costs incurred by the Service Provider as a result of the audits. More detailed terms concerning the inspection procedure can be agreed in the Service Agreement. If omissions or shortcomings are noticed during the audit, the Provider has an obligation to implement the corrective actions at its own cost.

1.8 Liability

The Processor's liability for compensation is outlined in a possible Service Agreement as well as in the applicable legislation. For the sake of clarity, it is noted that a Party's liability for damages incurred by the Data Subject shall be based on Article 82 paragraph 4 of the EU's General Data Protection Regulation or a corresponding provision in other data protection legislation. However, each Party shall be liable for any compensation or administrative fines only to the extent corresponding with the proportion of the damages confirmed in a legally binding decision by a data protection authority or court.

Unless otherwise agreed in writing by the Parties, the Service Provider's liability for compensation shall be restricted in all cases to a maximum of the average monthly amount the Service Provider has billed the Purchaser for over the past 12 months multiplied by two (2). Neither Party shall be liable for indirect damages. This limitation of liability does not apply to damages arising from deliberate acts or serious negligence or to breaches of the obligation of confidentiality.

1.9 Validity of the Agreement and the cessation of the processing of Personal Data

This Data Protection Agreement shall remain valid as long as the Service Provider processes the Purchaser's Personal Data.

When the Data Protection Agreement expires or is terminated, the Service Provider shall return all Personal Data it has processed on behalf of the Purchaser to the Purchaser or delete any copies of Personal Data from its own records unless otherwise agreed. However, the data shall not be deleted if retaining the data is required by binding legislation or a government order.

1.10 Applicable law and resolution of disputes

Unless otherwise agreed in the Service Agreement, the Data Protection Agreement shall be subject to Finnish law and any disputes arising from the Data Protection Agreement shall be resolved via arbitration proceedings in accordance with the arbitration proceeding rules set out by the Central Chamber of Commerce of Finland. The decision shall be final. Courts of arbitration are single-member courts, and the arbitration proceedings shall take place in Tampere.

APPENDIX 1 SUB-PROCESSORS

The Service Provider uses the following Sub-Processors for the purposes of delivering the Service.

Sub-Processor	Purpose of the processing	Protection mechanism for the transfer of data outside the EEA
Sähkö-Sisu Oy, 2659723-9, posti@sahkosisu.fi	Carrying out the maintenance activities required the system in the dwelling	
Vesimittaripalvelu Rask Oy, 3124486-8, tapio.rask@vesimittaripalvelu.fi	Carrying out the maintenance activities required the system in the dwelling	
Clearblade, 1701 Directors Blvd Ste 250 Austin, TX 78744, United States	Technical delivery of the system's data transfer and data storage functionalities	European Commission's standard contractual clauses
Netland Oy, Marttilankatu 5 38200 Sastamala	Technical delivery of the email service	
Vincit, 2113034-9, Visiokatu 1 33720 Tampere	System development	
Google Cloud Platform, 1600 Amphitheatre Pkwy, Mountain View, California, 94043, United States	Delivery of the system's cloud service platform	Commission's adequacy decision
BulkSMS, Celerity Messaging UK LTD, 6356781, United Kingdom	Delivery of the SMS service	European Commission's standard contractual clauses
Timescale, 335 Madison Ave Fl 5, New York, NY 10017, United States	Delivery of the system's database platform as a service	European Commission's standard contractual clauses
Ukkonen electric, 2133156-2, Västäräkinpolku 3, 37140 Nokia	Maintenance, support and training for the metering system	
Planea, 1831888-5, Telekatu 12, 20360 Turku	Maintenance, support and training for the metering system	
Nokeval, 2852422-8, Rounionkatu 107 37150 Nokia	Maintenance, support and training for the metering system	

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Customer Support

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