

STANDARDIZED TERMS AND CONDITIONS

Konekti Development B.V.

Date: 05-01-2025

PARTIES THEREFORE AGREE AS FOLLOWS:

1. Definitions

- 1.1. For the purposes of this Agreement, the following terms, whenever used with a capital, in both the single and plural form, shall have the meaning as defined hereinafter:

"Additional Services"	services as described in article 6;
"Agreement"	These General Terms and Conditions, the Commercial Terms and all Annexes;
"Contact persons"	the natural person(s) who represent Konekti in this Agreement and the natural person(s) that are capable of legally representing Konekti;
"Data Processing Agreement"	the Data Processing Agreement signed between Parties and attached as Annex which lay down the terms and condition regarding the processing of personal data;
"Documentation"	any manuals, instructions, and other information concerning the Software, made available by Konekti as described in the Commercial Terms;
"Defect"	a defect in the Software that leads to impaired Functionality of the Software;
"Force Majeure"	a situation as described in article 16 of this Agreement;
"Functionality"	the degree of certainty that the Software is available to use and the processing of data within the Software is done correctly. This means that the processing takes place in accordance with the description thereof in the specifications;
"GDPR"	regulation (EU) 2016/679, also known as the General Data Protection Regulation;
"Incident"	an alleged malfunctioning of the Software, which can either be defined as a Defect or as a Service Request;
"Intellectual Property Rights"	all intellectual property rights, including but not limited to copyrights, trademark rights, rights to software, database rights and patent rights;
"License fee"	the fee that the Licensee must pay to Konekti for the use of the Software as specified the Commercial Terms, and further defined in ⁱⁿ the ^{the} Commercial ^{Commercial} Terms ^{Terms} ;

"License"	the license as described in the Commercial terms and article 3 of this Agreement;
"Service Level"	the service level as agreed upon between Parties in Annex 2 to this Agreement;
"Software"	the software as a service solution provided by Konekti to the Licensee as described;
"Term"	the term as defined in Commercial Terms;
"Written / in Writing"	communication via registered mail or via e-mail, e-mails should be sent to e-mail addresses frequently used by Contact Persons to communicate with Licensee;
"Working Days"	Monday to Friday, excluding Dutch national holidays.

2. Order of Precedence

- 2.1. The terms and conditions of this Agreement form an integral part of each agreement between Parties and shall take precedence over any contrary or inconsistent terms and conditions appearing or referred to in such agreement between Parties.
- 2.2. If there is a conflict between the Commercial Terms, General Terms and Conditions and/or the annexes hereto, the order of precedence of the documents is as follows:
 - (1) Annex 3 – Data Processing Agreement
 - (2) Commercial Terms
 - (3) Annex 2 – Service Level Agreement
 - (4) Annex 1 – Description of the Software
 - (5) General Terms

3. Scope of the license

- 3.1. Under the terms and conditions of this Agreement and subject to payment of the applicable License Fee(s), Konekti grants, and Licensee accepts, a non-exclusive, non-transferable, non-sublicensable and revocable license to install and use the Software.
- 3.2. The Software and Documentation are made available to Licensee as described in the Commercial Terms.
- 3.3. One (1) license grants Licensee the right to have one (1) employee of the Licensee work with the Software, Licensee will obtain a license for every active user as described in the Commercial Terms.
- 3.4. Next to the Documentation, Konekti shall provide Licensee with a reasonable level of support by means of e-mail, chat, or similar mechanism in the form of consultations, assistance and advice concerning installation, configuration, and use of the Software. After the Software is installed and working, any additional support, shall be subject to the agreed terms of article 7 and Annex 2.
- 3.5. Licensee shall install and use the Software as described in the Documentation.
- 3.6. The Software may only be used through a supported web browser. The Software may only be used by the individuals for whom it was specifically subscribed to.
- 3.7. The Licensee has no right to (sub)license, sell, assign, modify, translate, decompile, create derivative works or otherwise change or commercially exploit the Software,

and/or make available the Software to any third party without the prior, explicit and Written approval of Konekti.

- 3.8. Licensee is not permitted to reconstruct the source code of the Software by means of reverse engineering.
- 3.9. Licensee is not permitted to conduct or request that any other person, whether legal or natural, conduct any load testing or penetration testing on the Software.
- 3.10. If Licensee requires information to effect interoperability of the Software with other software, Licensee will request Konekti in Writing and with motivation for the necessary information. Konekti will then inform the Licensee within a reasonable period whether Licensee can obtain the requested information, and under which condition it is provided.

4. Duration and termination

- 4.1. Parties are entitled to terminate the Agreement with immediate effect in whole or in part, without obtaining any obligation to compensate for any damage, if one of the following circumstances occurs:
 - (a) the other party is granted a moratorium of payments (whether or not provisionally), which is not resolved within 30 days after it is granted;
 - (b) bankruptcy is requested for the other Party;
 - (c) the other party is declared bankrupt;
 - (d) a Party infringes the terms of this Agreement and does not or is unable to remedy such infringement within fourteen (14) days after given Written notice by the other Party.
- 4.2. A termination is considered to be received the day it is delivered to the electronic mail inbox, or has been communicated through the Software provided by Konekti.
- 4.3. Konekti is entitled to terminate ("opzeggen") the Licence without any judicial intervention, with immediate effect and by giving Written notice to the Licensee, if (i) the Licensee infringes the rights of Konekti, including but not limited to Konekti's Intellectual Property Rights, (ii) the Licensee uses the Software for unlawful purposes or for purposes contrary to public policy and public decency, (iii) the Licensee uses the Software in such a way that the Software is damaged, modified, interrupted, or is less efficient in any way or (iv) the enterprise of the Licensee is terminated or transferred in whole or in part to a third party.
- 4.4. Other than the aforementioned possibilities, the Agreement ends only if both parties agree in writing to terminate it, or as determined in the Commercial Terms.
- 4.5. Upon termination of the Agreement for whatever reason, the Licensee shall promptly delete the Software from its devices and return or delete all copies of the Software, including modified copies, if any. The Licensee shall certify such deletion in Writing to Konekti.

5. Licence fees

- 5.1. All agreed fees as described in the Commercial Terms shall be paid in a timely manner and in compliance with the payment conditions agreed upon, regardless of whether the Software is used or not.
- 5.2. All prices are exclusive VAT and other government levies that have been or shall be imposed.
- 5.3. All invoices and payments shall be in Euro's unless agreed otherwise in Writing.

- 5.4. Licensee shall pay invoices within thirty (30) days after receipt of the invoice.
- 5.5. Konekti may annually increase the License Fees, up to the maximum limit defined by changes in the yearly Consumer Price Index (CPI) for 'Business and ICT services (62); revenue development (index 2015=100)' as published by the Central Bureau of Statistics (CBS), without giving prior notice to the Licensee.
- 5.6. The adjusted License Fee is calculated using the formula: the adjusted License Fee = the applicable License Fee on the date of adjustment * (the index figure of the previous whole year / the index figure of the whole year prior to the previous whole year).
 - 5.6.1. Example for April 1st, 2023, would be: [Licensee fee] * (143,9 / 132,5)The License Fee shall not be adjusted if an indexing of the License Fee results in a lower License Fee than the last applicable License Fee.

An indexed License Fee is due and payable, even if no separate notification of the adjustment is made to the Licensee.

If the CBS ceases publication of the said price index figure or changes the basis of its calculation, an index figure as closely similar to the current index will be used. In case of disagreement on this matter, either party may request a decision from the director of the CBS, which will be binding on both parties.
- 5.7. If the Licensee fails to pay the fees due on time, statutory commercial interest shall be payable by the Licensee on the outstanding amount without a demand notice of default being required. If the Licensee still fails to pay the amount due after receiving a demand or notice of default, Konekti may submit the claim for collection, in which case the Licensee shall also be obliged to pay in addition to the total amount due, all judicial and extrajudicial costs, including all costs charged by an external expert.
- 5.8. In case of non-payment of any (part of the) License Fee, the Agreement may be terminated by Konekti in accordance with article 4 of this Agreement.
- 5.9. Upon termination of the Agreement for whatever reason, the Licensee shall promptly pay all outstanding License Fees and/or other amounts due.
- 6. Additional Services**
 - 6.1. Additional Services are services that can be performed by Konekti, but that are not included in the standard services of the Agreement. Additional services will in principle be charged at Licensee's expense.
 - 6.2. Konekti can provide additional services such as training and the creation of new features, regarding the Software at terms to be agreed upon between Parties.
 - 6.3. Before Additional Services are performed a Written price indication will first be issued for approval. Depending on the complexity, a step-by-step plan will be offered.
- 7. Intellectual Property Rights of Konekti**
 - 7.1. The Licensee acknowledges and agrees that the Software is protected by Intellectual Property Rights. The Intellectual Property Rights relating to the Software are and remain the exclusive property of Konekti.
 - 7.2. This Agreement does not grant the Licensee any right or title to the Intellectual Property Rights of Konekti, other than the Licences provided by article 3 and 11 of the Agreement, nor does this Agreement in any way constitute a transfer or assignment of the Intellectual Property Rights to the Licensee.
 - 7.3. In the event that Konekti upon request of the Licensee incorporates any new features or functionalities into the Software, such new features and/or functionalities

shall be the sole and exclusive property of Konekti, unless explicitly agreed otherwise in Writing.

- 7.4. Konekti shall, at its own expense, defend any claim or proceeding brought against the Licensee based on an allegation that the Software would constitute an infringement of Intellectual Property Rights, provided that the Licensee promptly notifies Konekti in Writing of such claim. Licensee shall provide reasonable cooperation and assistance to Konekti for the defence of such claim or proceeding. If the Software, or any part thereof, as a result of any suit or proceeding so defended, is held by a court or arbitration panel to constitute infringement of Intellectual Property Rights of third parties, Konekti shall at no cost to Licensee either (a) procure for Licensee the right to continue using the Software, or any part thereof, or (b) replace or modify the Software in order to become non-infringing.
- 7.5. The Licensee shall not infringe the Intellectual Property Rights of Konekti or its suppliers or perform any other acts by which the Intellectual Property Rights of Konekti or its suppliers or the value of such Intellectual Property Rights could in any way be harmed or negatively affected. This means, without being exhaustive, that the Licensee shall not reproduce, multiply, modify, decompile, reverse engineer, publish, translate, process, rent, exploit, or commercialize the Intellectual Property Rights of Konekti, or use them in any other infringing way, entirely or partially, in the original or modified form, for commercial or non-commercial purposes.
- 7.6. Licensee is not permitted to remove any designation concerning copyrights, trademarks, trade names or other rights of (intellectual) property from the Software, the Documentation and/or any other Konekti material.

8. Personal Data

- 8.1. All the definition and terms used in this Agreement have the same meaning as they do in the GDPR. If a term doesn't exist in the GDPR, a meaning should be given that is closest to an existing definition in the GDPR.
- 8.2. Parties shall act in accordance with the provisions of the GDPR and any future national or European statutory and other rules on the processing of personal data that may be in force from time to time. If future statutory and other rules reveal a need to adjust the Agreement, the parties will consult with each other for the purpose of making new arrangements that reflect the meaning of this Agreement as much as possible.
- 8.3. In general, Konekti shall be considered as the data processor and the Licensee as the data controller. The arrangements regarding data processing are described in the Data Processing Agreement attached as Annex 3 and are an integral part of the Agreement.

9. Metadata Collection and Usage

- 9.1. Konekti reserves the right to collect, analyze, and utilize metadata generated through the use of its software and services. "Metadata" refers to non-personal information, specifically the controller calls made in the application.
- 9.2. Konekti may use this metadata for the following purposes:
 1. Enhancing and improving the functionality, performance, and user experience of its products and services.
 2. Identifying and addressing technical issues and optimizing system performance.
 3. Suggesting transformation steps and configurations to new users based on aggregated metadata patterns.
- 9.3. All metadata processing is carried out by Azure Application Insights, acting as Konekti's data processor. Metadata is retained for a period of 90 days, after which it is securely deleted. Metadata collection is subject to user consent, which is obtained during account creation.

10. Right to audit

Konekti is entitled to investigate whether Licensee uses the Software in a manner that complies with the conditions of the Agreement. Licensee undertakes to cooperate with such an audit. Konekti shall bear the costs of such audit, as long as no infringements of the Agreement are found. If the Licensee is found to infringe the Agreement, Licensee will bear the costs of the audit.

11. [OPTIONAL] Promotion

- 11.1. Licensee is encouraged to publicly report its use of the Software, e.g. in press releases, annual reports or environmental reports concerning its organization.
- 11.2. To this end, Konekti hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable and revocable License under its trademark(s) and copyrights concerning the name "Konekti" and the associated logos as made available on the Konekti website as indicated in the Commercial Terms or specifically provided by Konekti. However, Licensee must use the name and logos in unmodified form and Licensee must adhere to any specific rules given by Konekti, which rules are generally available on the Konekti website.
- 11.3. Licensee may not create any false or misleading impressions regarding its affiliation with Konekti.
- 11.4. Licensee may not register or apply for any trademarks or Internet domain names that contain the name "Konekti" or any confusingly similar designation. Konekti is entitled to demand transfer of any such trademarks or domain names by Licensee to Konekti.
- 11.5. In light of the promotion of the Software, Konekti is entitled to use Licensee's name and logo in promotional material regarding the Software, unless Licensee can demonstrate a serious and material business reason against such use.
- 11.6. The license of this article terminates automatically upon termination or expiry of this Agreement, regardless of reason.

12. Assignment

- 12.1. The Agreement shall not be assigned or otherwise transferred by Licensee without the prior written consent of Konekti, which shall not be unreasonably withheld. Any such assignment without consent will be null and void.

- 12.2. The Licensee accepts that Konekti may transfer and assign the License (entirely or partially) and the performance of all or some of Konekti's rights and obligations of the Agreement to a third party at any time without the prior Written consent of the Licensee.

13. Warranty

- 13.1. The Software is provided "as is" and only guarantees that the Software has been developed and made available in accordance with the applicable standards in the IT-sector.
- 13.2. The Licensee acknowledges having been fully informed of the characteristics of the current status of the Software and declares that Konekti has completely fulfilled its duty of informing the Licensee with respect to the Software and its functionalities.
- 13.3. The Licensee acknowledges and agrees that the Software is provided by Konekti with no other guarantees or obligations than those provided in the Agreement.
- 13.4. The foregoing warranties are in lieu of all other warranties, expressed or implied, including but not limited to, implied warranties of fitness for a particular purpose and warranties of merchantability. Excepting the warranty expressly acknowledged hereunder and to the fullest extent permitted by law, Konekti hereby disclaims and licensee hereby waives all other warranties, express or implied, including but not limited to all implied warranties of fitness for a particular purpose and all implied warranties of merchantability.

14. Limitation of liability

- 14.1. To the extent permitted under the applicable law, Konekti shall not be liable for any fines imposed by regulatory bodies, loss or indirect damage as a result of or relating to the Software, including but not limited to loss of data, income, profit, or other economic advantages. Moreover, under no circumstances shall Konekti be liable for indirect, incidental, or consequential damage arising as a result of the use of the Software, including but not limited to the unavailability of the Software.
- 14.2. In any event, Konekti's total liability to the Licensee shall not exceed the lesser of (a) the average License Fee paid by the Licensee to Konekti for the relevant Software during the six-month period immediately preceding the event giving rise to the liability, or (b) the sum of one million euros (€1,000,000). This limitation applies to all claims combined, regardless of their nature.
- 14.3. No liability shall exist for damages or fines that have not been reported to Konekti in Writing within thirty (30) days of their occurrence, or within thirty (30) days after the Licensee could have reasonably discovered them, whichever is later, or for damages where Licensee failed to take appropriate measures to limit such damages.

15. Confidentiality

- 15.1. Konekti and the Licensee will not disclose to third parties any information that comes to their attention under the Agreement and that is confidential or should be considered confidential under the circumstances, both during and after the termination or expiration of the Agreement, for as long as the confidential information has a confidential status, with a minimum of five years after termination or expiry of the agreement.
- 15.2. The receiving Party will observe all reasonably viable security measures, duties of care and guarantees to guarantee the confidentiality and secrecy of the confidential information.

- 15.3. Confidential information shall particularly include technical information, information concerning Konekti's financial situation, and information concerning the methods and programs that Konekti has in place to create or otherwise develop or improve the Software.
- 15.4. Confidential information shall not include any information: (i) that is now in the public domain or subsequently enters the public domain through no fault, or omission on the part, of the receiving Party; (ii) that is presently legally in the possession of receiving Party, without restriction as to confidentiality or use, as evidenced by its competent written records; (iii) that was available to the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party; or (iv) that is lawfully received by receiving Party without restriction as to confidentiality or use, from a third party lawfully entitled to possession of such confidential information and who does not violate any contractual, legal or fiduciary obligation to disclosing Party by providing such confidential information to receiving Party.

16. Force majeure

- 16.1. If Licensee or Konekti is unable to satisfy its obligations under the Agreement as a result of force majeure, the party concerned shall not be liable for any delays or shortcomings in the performance of the obligations, nor for any damage arising from this for the other party, provided that he (i) informs the other party as quickly as possible after the occurrence by registered letter of the nature and causes of this unforeseeable situation beyond his control, and (ii) does his best to undo such causes of non-performance as quickly as possible, and (iii) carefully continues performance as soon as the causes of the force majeure have been eliminated.
- 16.2. All causes that are beyond the reasonable control of Konekti or the Licensee, including but not limited to fire, explosions, power failures, earthquakes, floods, very severe storms, strikes, embargos, labour disputes, acts by the civil or military authorities, (cyber) terrorism, cyberattacks, pandemic, natural disasters, acts or neglect of internet traffic services, acts or neglect of regulatory or government bodies shall be considered as force majeure.

17. Miscellaneous

- 17.1. Amendments to the Agreement can be agreed upon between Parties in Writing.
- 17.2. Articles 8 (Intellectual Property Rights), 14 (Liability), 15 (Confidentiality), and 18 (Applicable Law) and all other parts of the Agreement that by their nature are ought to survive the termination of the agreement remain applicable after termination of this Agreement.
- 17.3. The fact that a party does not exercise any right or does not use any legal remedy does not constitute a waiver of that right or remedy.
- 17.4. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous representations, understandings, discussions, or agreements between Licensee and Konekti as to the subject matter hereof.
- 17.5. The section headings in this Agreement are for convenience only and shall not be used in construing or interpreting any of its terms.
- 17.6. In the event that any of the provisions of the Agreement shall be found to be illegal, invalid, or unenforceable, the remaining provisions of the Agreement shall remain valid, enforceable and in full effect. Moreover, in the event of the nullity, invalidity or unenforceability of one or more provisions of the Agreement, the Licensee and Konekti undertake to negotiate in good faith in order to replace the provision

concerned with a valid and enforceable provision that bears the closest resemblance to the intentions of the Agreement.

18. Applicable law and jurisdiction

The Agreement shall be solely governed (in form and substance) by and construed in accordance with the laws of the Netherlands. Disputes arising from this Agreement shall be submitted to the competent court of the court Oost-Brabant, the Netherlands.

ANNEX – DATA PROCESSING AGREEMENT

The undersigned:

1. the private limited company **[NAME]**, having its registered office in **[PLACE]** and its place of business at **[STREET NAME at (POSTCODE), PLACE]**, validly represented by **[NAME]**;

hereinafter referred to as "Controller";

and

2. the private limited company **Konekti Development B.V.**, having its registered office at Bogert 1, 5612 Eindhoven, the Netherlands, validly represented by Lotte Vugs and Maarten van Aseldonk;

hereinafter referred to as "Processor";

Jointly referred to as: "Parties" and separately also referred to as: "Party".

CONSIDER THE FOLLOWING:

- Controller has entered into a SaaS Agreement with Processor regarding the use of Processor's data preparation software (hereinafter: the 'Agreement');
- As part of the performance of the Agreement, personal data will be processed by Processor;
- Pursuant to the provisions of Article 28 of the General Data Protection Regulation ("GDPR"), the arrangements regarding the processing and security of such personal data by Processor must be laid down in a data processing agreement;

The parties have laid down the agreements regarding the processing of personal data by Processor in this data processing agreement (hereinafter: this 'Processing Agreement').

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

1. Principles

- 1.1. Terms used in this Processor Agreement written with an initial capital letter shall have the following meanings:

"Data Subject" the person to whom Personal Data relates;

"Processor Agreement" this Processor Agreement;

"Personal Data" any information about an identified or identifiable natural person processed by Processor in the context of the performance of the Agreement with Processor;

"Agreement" the SaaS Agreement between Controller and Processor;

2. Processing of personal data

- 2.1. The categories of Data Subjects and types of Personal Data processed by Processor are set out in **Annex 3.1**.
- 2.2. Processor shall process the Personal Data disclosed to it only on the basis of written instructions from Controller and only in the context of the performance of the Contract, unless a provision of Union or Member State law applicable to Processor obliges it to process. In that case, Processor shall notify Controller, prior to processing, of that legal requirement, unless that legislation prohibits such notification for important public interest reasons.
- 2.3. Processor has no control over the purposes and means of processing Personal Data. Nothing in this Processor Agreement is intended to transfer control over Personal Data to Processor in any way.
- 2.4. Processor shall not be permitted to:
 - (a) use the Personal Data to process for their own purposes;
 - (b) use the Personal Data to process for other or further purposes than reasonably necessary in the context of the performance of the contract;
 - (c) provide the Personal Data to third parties to the extent that this is not permitted on the basis of the Agreement and/or the Processing Agreement and/or on the basis of a mandatory legal provision pursuant to which Processor is obliged to disclose Personal Data to (supervisory or investigative) authorities.

3. Legal and regulatory compliance

- 3.1. The Parties will conduct themselves in accordance with the provisions of the GDPR and future (European) laws and regulations applicable at any time in the field of processing personal data. If future laws and regulations require the Processor Agreement to be amended, the Parties will enter into consultations in order to make new arrangements which will maintain the scope of this Processor Agreement as much as possible.
- 3.2. Processor shall cooperate with Controller in carrying out a Data Protection Impact Assessment, at least to the extent possible in connection with the information available to it and the nature of the processing. The reasonable costs that this obligation to cooperate entails for Processor shall be borne by Processor.
- 3.3. If and to the extent that Processor is required under laws and regulations to provide information to a supervisory authority regarding the processing of Personal Data, Processor shall, at the first request of Processor, provide all reasonably requested cooperation to Processor so that such information becomes available and the supervisory authority can be duly informed.

4. Withdrawal

- 4.1. Processor shall be obliged to keep the Personal Data confidential and shall ensure that those authorized to process the Personal Data have undertaken to observe confidentiality.
- 4.2. Even after the termination of this Processor Agreement, this confidentiality obligation shall continue to exist, except insofar as it concerns information that has already become publicly known, other than as a result of a breach of the aforementioned confidentiality obligation.

5. Security measures processor

- 5.1. Processor shall take appropriate technical and organizational measures to ensure a level of security appropriate to the risk, which shall include the measures listed in **Annex 3.2.**
- 5.2. The state of the art, implementation costs, as well as the nature, scope, context and purposes of processing and the risks to the rights and freedoms of individuals, which differ in their likelihood and severity, shall be taken into account by Processor when determining the measures.
- 5.3. When assessing the appropriate level of security, Processor shall in particular take into account the processing risks, especially those resulting from the destruction, loss, alteration or unauthorized disclosure of, or unauthorized access to, transmitted, stored or otherwise processed data, whether accidental or unlawful.
- 5.4. Processor shall take measures to ensure that any natural person acting under the authority of the Processor and having access to the Personal Data shall only process it on the instructions of the Controller, unless a provision of Union law or Member State law requires Processor to process it.

6. Supervision by controller

- 6.1. Upon request, Processor shall provide Controller with the necessary information enabling Controller to form an opinion on Processor's compliance with the provisions of Articles 2, 4, 5, 7 and 10 of this Processor Agreement.
- 6.2. Controller shall have the right to have compliance with Processor's obligations in Articles 2, 4, 5, 7 and 10 of this Processor Agreement audited by an independent expert bound by confidentiality. Processor shall cooperate in the audit and provide all information reasonably relevant to the audit as timely as possible. The costs of audits commissioned by Controller shall be borne by Controller, unless it appears that Processor has not adequately fulfilled its obligations in which case Processor shall bear the costs.
- 6.3. If the independent expert's audit report shows that the measures and provisions taken by Processor do not sufficiently comply with this Processor Agreement, Processor shall immediately take the necessary measures to comply with it.

7. Data breach notification obligation

- 7.1. Processor shall inform Controller without delay as soon as it discovers that a Personal Data breach has occurred. This provision of information shall be such that Controller is able to fulfil its obligations under Article 33 and Article 34 of the GDPR.
- 7.2. Processor shall always keep Controller fully informed about the progress of the recovery and all relevant developments regarding the breach referred to in Article 7.1 and the consequences thereof. Processor shall take all measures that can reasonably be expected of it to mitigate the adverse consequences of the breach referred to in Article 7.1 as the case may be, to remedy or limit as much as possible.
- 7.3. In the context of a breach referred to in Article 7.1 communicate with Data Subject(s) and/or supervisory authority(ies) other than on the instructions of Controller, or with its express and explicit consent.

8. Sub-processing

- 8.1. Processor hereby obtains general consent to outsource parts of the processing of Personal Data to other processors, [including ...] during the term of the Agreement.

- 8.2. Processor shall inform the Controller of any intended changes regarding the addition or replacement of sub-processors, giving the Controller the opportunity to object to such changes.
- 8.3. Processor shall ensure that all sub-processors engaged by it that play a role in the performance of the Agreement will comply with the obligations contained in this Processor Agreement, in particular the obligation to provide adequate guarantees regarding the application of appropriate technical and organizational measures in order to ensure an equivalent level of protection of Personal Data.

9. Requests from data subject

- 9.1. Controller has obligations towards Data Subjects under the GDPR, such as with regard to providing information, giving access to, rectifying and deleting Personal Data. Processor shall - if possible - cooperate with the obligations to be fulfilled by Controller. Processor reserves the right to charge its regular hourly rate to Controller for its cooperation.
- 9.2. If a Data Subject contacts Processor directly in relation to the performance of their rights under the AVG, Processor will not address this (in substance), but will notify Processor without delay.

10. International traffic

- 10.1. Processor shall ensure that any processing of Personal Data carried out by or on behalf of Processor including the third parties engaged by it in connection with the performance of the Agreement shall take place within the European Economic Area (EEA) or to or from countries that provide a guaranteed level of protection in accordance with the AVG.
- 10.2. Therefore, without the prior written consent of Controller, Processor shall not transfer Personal Data to or store Personal Data in a country or organisation outside the EEA or make Personal Data accessible from a non-EEA country, unless that country or organisation provides a guaranteed level of protection or a provision of Union or Member State law applicable to Processor obliges it to process. In that case, the Processor shall notify the Controller, prior to processing, of that legal requirement, unless that legislation prohibits such notification for important public interest reasons.

11. Warranty and indemnity

- 11.1. Processor guarantees that data processing takes place in accordance with applicable laws and regulations. This means in any case that Processor guarantees that it has the right to collect the data (or have it collected) and that it is entitled to process the data (or have it processed).
- 11.2. Processor shall indemnify Processor against damages and costs resulting from any claims by third parties, expressly including Data Subjects and supervisory authorities (such as the Personal Data Authority), related to or arising from any unlawful processing and/or other violation of the AVG and/or the Processor Agreement attributable to Processor.

12. Liability

- 12.1. Processor guarantees correct compliance with the obligations under the Processor Agreement. This Processor Agreement forms an integral part of the Agreement between Controller and Processor and the (total) liability of Processor is (thereby)

limited in accordance with the provisions of Article 14 of the General Terms and Conditions.

13. Term of processing agreement

- 13.1. This Processor Agreement enters into force at the time the Agreement takes effect and is entered into for the duration of the Agreement.
- 13.2. Once the Agreement is terminated or ends, for whatever reason, this Processor Agreement shall remain in force for as long as Personal Data is processed by Processor, after which this Processor Agreement shall terminate by operation of law.
- 13.3. After the termination of this Processor Agreement, Processor shall, at the first request and at the choice of the Processing Controller, delete all Personal Data or return it to Controller. Controller shall communicate its choice to Processor no later than two (2) weeks before termination of the Processor Agreement. If Processor does not receive this choice in a timely manner, Processor is entitled to delete the Personal Data.
- 13.4. Processor retains a copy of the Personal Data only if it is required to do so under a mandatory legal provision.

14. Final provisions

- 14.1. Amendments and supplements to this Processor Agreement shall only be valid if agreed in writing between the Parties.
- 14.2. This Processor Agreement is exclusively governed by Dutch law.
- 14.3. The court Oost-Brabant, location Den Bosch shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Processor Agreement.