

GENERAL TERMS AND CONDITIONS FOR CONSULTANCY SERVICES

Article 1. Definitions

General Terms and

Conditions: these general terms and conditions for consultancy services;

Consultancy Service: all (consultancy) services that Axello will perform under the terms of a Statement of Work;

Client: the entity that entered into a Statement of Work with Axello;

Statement of Work: the agreement Axello enters into with a Client, in which the scope and nature of the Consultancy Services is further described and specified, on the basis of the Commercial Offer;

Commercial Offer: the commercial proposal of Axello to a potential Client;

Parties: Axello and Client jointly; and

Axello: means the limited liability company, organised and existing under the laws of The Netherlands, Axello B.V. (CoC 37148046).

Article 2. Applicability

- 2.1 These General Terms and Conditions are applicable to all legal acts of Axello, all legal relationships between Parties, all of Axello's Commercial Offers and any Statement of Work.
- 2.2 Deviations from and additions to the Statement of Work are only valid if agreed by the Parties in writing.
- 2.3 The applicability of purchasing terms or other terms and conditions of Client is expressly rejected.
- 2.4 If any provision of these General Terms and Conditions is void or voidable or is or becomes entirely or partly invalid for any other reason, the other provisions of these General Terms and Conditions will remain in full force and effect. Axello will replace the invalid provision with a provision that is valid and of which the legal consequences, having regard to the content and purpose of these General Terms and Conditions, corresponds as far as possible with those of the invalid provision.

Article 3. Statement of Work

- 3.1 A Commercial Offer is without obligation and should be regarded as an offer to enter into a Statement of Work, unless otherwise indicated by Axello in writing.
- 3.2 A Commercial Offer is valid for the period specified in the Commercial Offer.
- 3.3 Client warrants the accuracy and completeness of the information provided to Axello by or on his behalf and upon which Axello bases its Commercial Offer and/or Statement of Work. If these particulars prove to be inaccurate or incomplete, Axello will have the right to amend the Commercial Offer and/or Statement of Work, or to terminate the Statement of Work with immediate effect and without becoming liable towards Client for such termination. Any Consultancy Services provided to the effective date of such termination are payable and become immediately due at the notice of termination.

- 3.4 Amendments or additions to agreed Consultancy Services at the (written) request of Client may only take place with the written consent of Axello. Axello is not obliged to implement an amendment or addition and may require a separate written agreement be concluded in respect thereof.
- 3.5 If there are amendments or additions which result in a change to the scope of the agreed Consultancy Services, for example through additional work, the extra activities arising therefrom will be paid for in accordance with the rates of Axello in the Statement of Work, or if not specified against the rates that are applicable at the time of performance.
- 3.6 The turnaround time of Consultancy Services is dependent on various factors and circumstances, such as the quality of the data and information provided by Client and the cooperation of Client and relevant third parties. Dates are therefore not regarded as strict deadlines.
- 3.7 Client accepts that additions or amendments to the Statement of Work may influence the agreed or expected time of completion of the Consultancy Services and the reciprocal responsibilities of Axello and Client. The fact that (the demand for) additional work arises during the implementation of the Statement of Work will not entitle Client to cancel or terminate the Statement of Work.
- 3.8 Decisions taken by a project or steering group will only bind Axello if the decision-making process takes place subject to a written agreement between the Parties relative thereto or, in the absence of written agreements regarding this, if Axello has accepted the decisions in writing. The same will apply if one or more employees (or (subcontracted) consultants) of Axello deployed by Axello form part of the project or steering group.

Article 4. Consultancy Service provision

- 4.1 Axello will make every effort to provide to Client the Consultancy Services agreed in writing between the Parties. All Consultancy Services will be carried out on the basis of an effort's obligation.
- 4.2 Any service levels and/or information security services need to be agreed upon separately and do not fall under the scope of Any Statement of Work.
- 4.3 If the Consultancy Service is rendered in phases, Axello will be entitled to postpone the commencement for the purpose of any phase until Client has approved the results of the preceding phase in writing.
- 4.4 Axello will from time to time inform Client in writing in the manner agreed about the performance of the work via the contact person appointed by Client. Client will notify Axello in advance how and in relation to which points of attention reporting is required. Client will not disclose any advice or report by Axello to a third party or otherwise make it public.

Article 5. General starting points

- 5.1 If the Statement of Work (also) entails that employees or (subcontracted) consultants of Axello must carry out work at the location of Client, Axello will endeavour to keep these persons available for the duration of the Statement of Work in so far as this is required for the performance of the Consultancy Services. Axello will however at all times be entitled to replace a person with another, having the same and/or similar qualifications.
- 5.2 Axello is responsible for the prompt payment in full of income tax, national insurance contributions and turnover tax due in respect of any employee assigned under the terms of the Statement of Work. Subject to

the limitation of liability, Axello indemnifies Client against all claims by the tax authorities or by authorities responsible for the implementation of social insurance legislation which may be payable under the terms of the Statement of Work, provided that Client informs Axello immediately and in writing about the existence and the content of the claim and leaves the handling of the matter, including reaching any settlements, entirely to Axello. To this end Client will grant the necessary powers of attorney, information and cooperation to Axello to oppose these claims, if necessary, in the name of Client.

- 5.3 Axello accepts no liability for the selection of any assigned employee or (subcontracted) consultant, or for the results of work performed under the supervision and guidance or direction of Client.
- 5.4 Client will be liable for all damage which an assigned employee or (subcontracted) consultant may incur in the course of or in connection with the work assigned to him. Client indemnifies Axello against all claims by third parties arising or originating from the work performed by an employee or (subcontracted) consultant assigned under the terms of the Statement of Work. Client indemnifies Axello against all liability arising from the physical injury or death of an employee or (subcontracted) consultant assigned in connection with the performance of the Statement of Work.
- 5.5 Client bears the risk for the selection, the use and the application of the materials, software, websites, databases and other products as well as the Consultancy Services within its organisation and is responsible for carrying out safety and/or security procedures and proper systems management.
- 5.6 If employees or (subcontracted) consultants of Axello carry out work at the location of Client, Client will free of cost ensure the provision of the facilities reasonably required by these employees or (subcontracted) consultants, such as a workspace with computer, data and telecommunication facilities. The workspace and facilities will meet all requirements relating to working conditions that are legally or otherwise applicable. Client indemnifies Axello against claims by third parties, including employees or (subcontracted) consultants of Axello, who may incur damage in connection with the performance of the Statement of Work resulting from the actions or negligence of Client or unsafe conditions within his organisation. Client will make the company and safety rules applicable in its organisation known to the employees deployed by Axello prior to the commencement of any services or activities.
- 5.7 If during the fulfilment of the Statement of Work, either Party uses (operational) computer, data, IT systems and/or telecommunication facilities, including Internet, Client will be responsible for the correct selection of the means required therefor and the timely and full availability thereof, except for facilities resorting under the direct use and control of Axello. Axello will never be liable for damages or costs due to transmission errors, breakdowns or non-availability of such facilities in the course of performing the Statement of Work, unless Client proves that such damages or costs are attributable to intent or wilful recklessness on the part of (the management of) Axello.

Article 6. Obligations of Client

- 6.1 Client must fully, properly and promptly make available to Axello (upon demand by Axello) all data, information, documents, equipment, software, materials, resources or employees and give all cooperation deemed necessary or desirable for the implementation of the Statement of Work, before as well as during the Statement of Work. Client must furthermore take all measures necessary for the performance of the Statement of Work and make available the facilities necessary therefor.
- 6.2 Client must accurately inform Axello about the work to be carried out and the circumstances under which this must take place.

- 6.3 For continuity of the work Client will appoint a contact person or contact persons who will act as such for the duration of the work by Axello. The contact persons of Client will have the necessary experience, specific subject knowledge and insight into the desired objectives of Client.
- 6.4 During and after the Statement of Work, Client will not publicly make any negative statements regarding Axello or its Consultancy Services or otherwise take any actions in this respect that may harm the name and reputation of Axello.
- 6.5 If Client does not promptly or fully comply with the obligations stated in this article, Axello will be entitled to suspend the implementation of the Statement of Work (in full or in part) and/or charge Client any additional costs according to the current standard rates of Axello. This will be without prejudice to the right of Axello to exercise any other legal and/or agreed right.
- 6.6 Client shall at all times, free of charge, follow-up on Axello's reasonable instructions and requests for assistance in as far as necessary in relation to Axello's performance of the Consultancy Services. Client shall at all times comply with applicable law and regulations, including but not limited to the applicable data protection laws.

Article 7. Price and payment

- 7.1 Unless stated otherwise all amounts mentioned by Axello will be in Euro and exclusive of turnover tax (VAT) and other government levies/taxes.
- 7.2 Unless expressly stated otherwise cost estimates and budgets will only serve for purposes of information and no rights or expectations can be derived therefrom. Axello will only be obliged to inform Client when a cost estimate or budget has been exceeded if the Parties have so agreed.
- 7.3 Axello will at its own discretion and manner give Client insight into the work carried out, hours worked and costs for Client.
- 7.4 Axello will be entitled to adjust the applicable prices and rates upon written notice of at least three months. Axello will in any event have such right to adjust prices when the price increase is the result of one of the following factors: i) increase of taxes or other levies and/or government rights, ii) changing exchange rates, iii) increase of wages, transport costs and/or purchase prices.
- 7.5 Payments must be made within 14 days of the invoice date, unless otherwise agreed in writing or otherwise stated on the invoice.
- 7.6 If after the expiry of this period payment (in full) has not yet been received by Axello, Client will immediately be in default without prior demand or notice of default being required. As from the time of default Client will be liable for interest equal to the statutory commercial interest rate.
- 7.7 Complaints in relation to invoices and/or the Consultancy Services will not suspend the payment obligations of Client.
- 7.8 Axello will be entitled to suspend the fulfilment of its obligations until such time as Client has fully complied with all its due obligations.
- 7.9 If, at the request of or with prior consent from Client, Axello has performed work or rendered other performance which goes beyond the substance or scope of the agreed Consultancy Services, Client shall pay for that work or performance according to Axello's usual rates. Axello shall never be obliged to satisfy such a request, and it may require that a separate written agreement be concluded.

Article 8. Duration and termination

- 8.1 Unless otherwise agreed, the term of Statement of Work is specified in the Statement of Work itself. The Statement of Work may be automatically extended for subsequent terms if and as specified in the Statement of Work itself, unless Client or Axello terminates the Statement of Work in writing subject to a prior written notice of two months prior to the end of its (renewed) term. The early termination for convenience by Client is excluded.
- 8.2 Axello may at all times terminate the Statement of Work prematurely with immediate effect and without becoming liable towards Client for such premature termination, if Axello cannot render the Service anymore for whatever reason.
- 8.3 Each Party will be entitled to terminate the Statement of Work in full or in part in the event of the other Party being declared bankrupt or granted a moratorium, as well as in the event of the closing down or liquidation of the business of the other Party other than for purposes of reconstruction or merger of enterprises, or if the controlling interest in the company of the other Party changes.
- 8.4 Termination of the Statement of Work on the ground of an attributable breach will only be permitted following a written notice of default that is as detailed as possible whereby a reasonable period is stipulated within which the breach may be remedied, unless otherwise stipulated in these General Terms and Conditions or otherwise prescribed by law.
- 8.5 In the event of termination of the Statement of Work, there will be no reversal or cancellation of that which Axello has already delivered and/or carried out nor the related obligation to make payment. Amounts invoiced by Axello prior to termination in respect of that which Axello has already performed or delivered properly in accordance with the Statement of Work will remain payable in full subject to the provisions of the preceding sentence and will become due and payable at the time of the termination.
- 8.6 If the Statement of Work ends for any reason whatsoever, all rights which Client enjoyed under the terms of the Statement of Work, including – but not limited to – any right to use results and/or deliverables, will terminate at the same time. Immediately following the ending of the Statement of Work Client will delete from its systems and return to Axello all copies of such results and/or deliverables developed and/or provided by Axello under the terms of the Statement of Work.

Article 9. IP Rights

- 9.1 The IP Rights vesting in the Consultancy Services, including any and all results of such services and/or deliverables (which may include software, files, equipment, materials and/or documentation such as reports) used and/or developed by Axello in relation to the Consultancy Services, will remain exclusively vested in Axello or its licensors, irrespective of whether Client makes payment for the development or purchase thereof to Axello.
- 9.2 Client will only acquire the rights of use which are expressly granted by these General Terms and Conditions, the Statement of Work, any applicable license terms of third-party vendors or the law. A right of use vested in Client will always be non-exclusive, non-transferable to third parties, not sublicensable and for internal business purposes only.
- 9.3 Client will not be permitted to remove or to change any specification regarding the confidential character or the relevant IP Rights in the software, files, equipment or materials.

- 9.4 Axello may introduce technical facilities (or cause such facilities to be introduced) for the protection of the software, files, equipment, materials and/or documentation such as reports regarding an agreed restriction to the content or the duration of the right of use. Client will not be permitted to remove or bypass any such a technical facility (or cause it to be removed or bypassed).
- 9.5 Client will not be permitted to make changes or additions (or cause such to be made) or to allow third parties to carry out maintenance or repairs to the software, files, equipment, materials and/or documentation which have been supplied by Axello.
- 9.6 If and to the extent that Axello makes use of software, files, equipment, documentation or materials of Client during the performance of the Consultancy Services, Client guarantees that it is authorised to grant Axello access to and the use thereof for the purpose of the Consultancy Services. Client indemnifies Axello against all damage and costs which Axello suffers or incurs as a result of a claim of a third party in respect of such use.
- 9.7 Client is responsible for any and all necessary licenses and permits, including but not limited to the use of software, hardware, data and other (IT) equipment and/or infrastructure under the control of Client, in order to allow Axello to perform the Consultancy Services. Client warrants that there are no third-party rights which are inconsistent with providing Axello with any equipment, software, data, materials intended for websites (visual material, text, music, domain names, logos etc.), databases, or other materials, including draft material, intended for use, adaptation, installation or incorporation (for example, in a website). Client shall unconditionally indemnify Axello against any action based on the claim that such provision, use, adaptation, installation or incorporation infringes a third-party right.

Article 10. Indemnities and warranties

- 10.1 Client is responsible for the use of the Consultancy Services of Axello and the results of these Consultancy Services. Client will never use the Consultancy Services and the results of these Consultancy Service in violation with applicable law and/or legislation nor these General Terms and Conditions or the Statement of Work. Axello does not guarantee the correctness, integrity, reliability or completeness of any result or consequence of the Consultancy Services.
- 10.2 Axello does not guarantee that the results of the Consultancy Services are fit for the intended purpose nor that such results will function free of errors or without interruptions.
- 10.3 Axello will not be responsible for the purchase and/or proper operation of the infrastructure of Client or that of third parties. Axello will not be liable for damage or costs due to transmission errors, failures or non-availability of computer, data or telecommunication facilities, including Internet.
- 10.4 Unless otherwise agreed Client will itself be responsible for the instructions to and use by users, irrespective of whether such users are in an authority relationship with Client.
- 10.5 Client guarantees the correctness, completeness and actuality of all information, materials, software, procedures and instructions which Client provides to Axello for the implementation of the Statement of Work, both before entering into the Statement of Work and during the currency thereof.
- 10.6 Client guarantees that there are no rights of third parties which preclude making information, equipment, software, data or other materials available to Axello for the purpose of use, adaptation, installation or incorporation by Axello. Client indemnifies Axello against all damage and costs which Axello may suffer or incur due to a claim by a third party based on the allegation that such making available, use, adaptation, installation or incorporation infringes any right of that third party.

- 10.7 If Axello allocates access or identification codes to Client in the context of the Consultancy Services, Client will at all times treat such codes confidentially and prudently and only make them known to authorised members of staff. Axello will not be liable for damage or costs resulting from the use or abuse of access or identification codes.
- 10.8 Client indemnifies Axello against all damage and costs, including – but not limited to – damage resulting from (alleged) infringements of IP Rights, claims by third parties (including (semi-)governmental authorities), collection costs, the statutory commercial interest, loss of profits, penalties incurred and legal fees, which Axello incurs or which result from (i) any breach of the Statement of Work or these General Terms and Conditions by Client, (ii) any action of Client in the performance of this Statement of Work or (iii) an unlawful act by or on behalf of Client.

Article 11. Liability

- 11.1 The aggregate, maximum, total liability of Axello due to an attributable breach of its obligations and/or on account of an unlawful act will be limited to compensation for direct damage only, and will in no event, exceed the amount of the total sum of all invoices actually paid by Client to Axello under the relevant Statement of Work under which the liability has occurred. A damage-occurring cannot trigger liability under various Statements of Work, only one.
- 11.2 Direct damage is understood to mean exclusively:
- a. reasonable costs which Client would need to incur to make the performance of Axello correspond to the Statement of Work; such damage will however not be compensated if the Statement of Work is terminated by or on behalf of Client;
 - b. reasonable costs incurred in assessing the cause and the extent of the damage, in so far as the assessment is related to direct damage as referred to in this Statement of Work;
 - c. reasonable costs incurred in preventing or limiting damage, in so far as Client proves that such costs led to a limitation of direct damage as referred to in this Statement of Work.
- 11.3 Any liability of Axello for damage other than direct damage (“indirect damages”), including – but not limited to – consequential damages, loss and/or damage of data and/or software, unavailability or non-performance of software, hardware and/or other ICT infrastructure, loss of profits and lost sales, will be excluded.
- 11.4 The restrictions mentioned in the preceding paragraphs of this article will lapse if and in so far as the damage is the result of intentional or wilful recklessness on the part of Axello or its managers (“own actions”).
- 11.5 The liability of Axello due to attributable breach of a Statement of Work will in all instances arise only if Client immediately gives proper written notice of default, whereby a reasonable period within which the attributable breach may be remedied is stipulated, and Axello after this period still fails in the performance of its obligations, except in the case of lasting attributable failure. The notice of default must contain a description of the breach that is as complete and detailed as possible, to enable Axello to respond adequately.
- 11.6 A condition for the creation of a right to damages will always be that Client must report the damage to Axello in writing as soon as possible after it arises. Any claim for damages against Axello will lapse by the mere expiry of a period of 12 months from the inception of the claim.

Article 12. Force majeure

- 12.1 Neither party is liable to perform any obligation, including any warranty obligation agreed between the Parties, if prevented therefrom by force majeure.
- 12.2 Force majeure is taken to mean inter alia:
- a. failure or force majeure by suppliers to perform obligations;
 - b. defects in objects, equipment, software or materials of third parties;
 - c. government measures;
 - d. failure of Internet, computer network or telecommunication facilities;
 - e. general transport problems; and
 - f. non-availability of one or more members of staff and/or consultants and/or subcontractors, including but not limited to illness.
- 12.3 In the event of force majeure Axello will be entitled to suspend its obligations under the terms of the Statement of Work, or to terminate the Statement of Work in full or in part, without incurring any liability for damages towards Client.
- 12.4 If a force majeure situation continues for longer than 60 days, Client will be entitled to terminate the Statement of Work in writing, without Axello incurring any liability for damages.

Article 13. Confidentiality and acquisition of staff

- 13.1 Client will ensure that all information received from Axello – including data, designs, documentation and software – which Client knows or should reasonably know to be of a confidential nature, remains confidential. Client will only use this information for the purpose for which it was provided and will not show it to third parties, make it public or make it otherwise available. Client will take all necessary measures to protect the confidential character of the information in the same manner and to the same degree as the confidential information of Client itself.
- 13.2 Client will not be entitled during the currency of the Statement of Work nor for a period of one year after the end thereof to employ an employee or (subcontracted) consultant of Axello who is (was) involved in the implementation of the Statement of Work or to otherwise use his services, directly or indirectly, unless Axello has expressly consented thereto in writing.

Article 14. Miscellaneous

- 14.1 To the extent the GDPR applies, Axello qualifies as a processor. The Client, in its capacity as controller (if applicable), shall indemnify, defend, and hold harmless Axello from any claim, proceeding, loss or damages resulting from and/or related to the processing of personal data, except in the event that the same is solely caused by and attributable to Axello. The Data Processor Addendum applies in respect of the processing of personal data between Client and Axello.
- 14.2 Client is not entitled to transfer rights and/or obligations arising from the Statement of Works to a third party.

- 14.3 Axello is entitled to transfer its claims to payment of compensation to a third party. Axello is furthermore entitled, without the consent of Client, to cause the Statement of Work to be carried out in full or in part by third parties or at any rate involve third parties in the implementation of the Statement of Work. Such consent will not be unreasonably withheld.
- 14.4 The Statement of Works between Axello and Client will be subject to Dutch law. The applicability of the Vienna Sales Convention 1980 will be excluded.
- 14.5 To the extent that national or international rules of law do not prescribe mandatory conditions to the contrary, any and all disputes arising from or related to Statement of Works concluded under these General Terms and Conditions, or Statement of Works that are derived therefrom, will be brought before the competent court in Amsterdam.

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DATA PROCESSOR ADDENDUM

1. Definitions

- 1.1. In this Data Processing Addendum, capitalized words and expressions, whether in single or plural, have the meaning specified as set out below (in addition to above):

<i>Agreement:</i>	means the Statement of Work;
<i>Personal Data:</i>	all information relating to an identified or identifiable natural person as referred to in Section 4(1) GDPR;
<i>Process:</i>	as well as conjugations of this verb: the processing of Personal Data as referred to in Section 4(2) GDPR;
<i>Data Processing Addendum:</i>	this addendum;
<i>Sub Processor:</i>	the sub-contractor hired by Processor, that Processes Personal Data in the context of this Data Processing Addendum on behalf of the Controller, as referred to in Section 28(4) GDPR.

- 1.2. The provisions of the Agreement apply in full to this Data Processing Addendum. In case provisions with regard to the Processing of Personal Data are included in the Agreement, the provisions of this Data Processing Addendum prevail. Furthermore, Client is the Controller and Axello is the Processor.

2. Purpose of the Personal Data Processing

- 2.1. The Controller and the Processor have concluded the present Processing Agreement for the Processing of Personal Data in the context of the Agreement. An overview of the type of Personal Data, categories of data subjects and the purposes of Processing, is included in the Agreement and as such approved and agreed by Controller.
- 2.2. The Controller is responsible and liable for the processing of Personal Data in relation to the Agreement and guarantees that Processing is in compliance with all applicable legislation. Controller will indemnify and hold harmless Processor against any and all claims of third parties, those of the data protection authority in particular, resulting in any way from not complying with this guarantee.
- 2.3. The Processor undertakes to Process Personal Data only for the purpose of the activities referred to in this Data Processing Addendum. The Processor guarantees that it will not use the Personal Data which it Processes in the context of this Data Processing Addendum for its own or third-party purposes without the Controller's express written consent, unless a legal provision requires the Processor to do so. In such case, the Processor shall immediately inform the Controller of that legal requirement before Processing, unless that law prohibits such information on import grounds of public interest.

3. Technical and organizational provisions

- 3.1. The Processor will, taking into account the nature of the Processing and insofar as this is reasonable possible, assist the Controller in ensuring compliance with the obligations pursuant to the GDPR to take appropriate technical and organizational measures to ensure a level of security appropriate to the risk. These measures will guarantee an appropriate level of security, taking into account the state of the art and the costs of implementation, in view of the risks entailed by Personal Data Processing and the nature of the data to be protected. The Processor will in any case take measures to protect Personal Data against accidental or unlawful destruction, accidental or deliberate loss, forgery, unauthorized distribution or access, or any other form of unlawful Processing. The below described measures have and will be taken by the Processor, and are as such approved as compliant under the GDPR and accepted by Controller:
- the management of powers and authorizations of employees + consultants, to prevent
 - unauthorized access to information;
 - measures in case the confidentiality of the Personal Data is damaged;

- measures in case of calamities;
- measures to prevent viruses, threats and technical vulnerabilities;
- taking the necessary measures to prevent security breaches as referred to in the applicable privacy regulations;
- the use of servers that are only accessible via secure connections;
- the ability to repair the availability of and access to the Personal Data in a timely manner in the event of a physical or technical incident; and
- a procedure for testing, assessing and evaluating the effectiveness of the technical and organizational measures to ensure the security at regular intervals.

4. Confidentiality

- 4.1. The Processor will require the employees that are involved in the execution of the Agreement to sign a confidentiality statement – whether or not included in the employment agreement with those employees – which in any case states that these employees must keep strict confidentiality regarding the Personal Data.

5. Personal Data Processing outside Europe

- 5.1. The Processor will only be permitted to transfer Personal Data outside the European Economic Area if this is done in compliance with the applicable statutory obligations.

6. Sub-processors

- 6.1. The Processor is entitled to outsource the implementation of the Processing on the Controller's instructions to Sub-processors, either wholly or in part, which parties are described in the Agreement and which are hereby approved by Controller. In case the Processor wishes to enable new Sub-processors, the Processor will inform Controller of any intended changes concerning the addition or replacement of other processors. The Controller will object to such changes within 3 working days. The Processor will respond to the objection within 5 working days.
- 6.2. Processor obligates each Sub-processors to contractually comply with the confidentiality obligations, notification obligations and security measures relating to the Processing of Personal Data, which obligations and measures must at least comply with the provisions of this Data Processing Addendum.

7. Liability

- 7.1. With regard to the liability and indemnification obligations of Processor under this Data Processing Addendum the stipulation in the Agreement regarding the limitation of liability applies.
- 7.2. Without prejudice to article 9.1 of this Data Processing Addendum, Processor is solely liable for damages suffered by Controller and/or third party claims as a result of any Processing, in the event the specific obligations of Processor under the GDPR are not complied with or in case the Processor acted in violation of the legitimate instructions of the Controller.

8. Personal Data Breach

- 8.1. In the event the Processor becomes aware of any incident that may have a (significant) impact on the protection of Personal Data, i) it will notify the Controller without undue delay and ii) will take all reasonable measures to prevent or limit (further) violation of the GDPR.
- 8.2. The Processor will, insofar as reasonable, provide all reasonable cooperation requested by the Controller in order for Controller to comply with its legal obligations relating to the identified incident.

- 8.3. The Processor will, insofar as reasonable, assist the Controller with the Controller's notification obligation relating to the Personal Data to the Data Protection Authority and/or the data subject, as meant in Section 33(3) and 34(1) GDPR. Processor is never held to report a personal data breach with the Data Protection Authority and/or the data subject.
- 8.4. Processor will not be responsible and/or liable for the (timely and correctly) notification obligation to the relevant supervisor and/or data subjects, as meant in Section 33 and 34 GDPR.

9. Cooperation

- 9.1. The Processor will, insofar as reasonably possible, provide all reasonable cooperation to the Controller in fulfilling its obligation pursuant to the GDPR to respond to requests for exercising rights of data subjects, in particular the right of access (Section 15 GDPR), rectification (Section 16 GDPR), erasure (Section 17 GDPR), restriction (Section 18 GDPR), data portability (Section 20 GDPR) and the right to object (Section 21 and 22 GDPR). The Processor will forward a complaint or request from a data subject with regard to the Processing of Personal Data to the Controller as soon as possible, as the Controller is responsible for handling the request.
- 9.2. The Processor will, insofar as reasonably possible, provide all reasonable cooperation to the Controller in fulfilling its obligation pursuant to the GDPR to carry out a data protection impact assessment (Section 35 and 36 GDPR).
- 9.3. The Processor will provide the Controller with all the information reasonably necessary to demonstrate that the Processor fulfills its obligations under the GDPR. Furthermore, the Processor will – at the request of the Controller – enable and contribute to audits, including inspections by the Controller or an auditor that is authorized by the Controller. In case the Processor is of the opinion that an instruction relating to the provisions of this paragraph infringes the GDPR or other applicable data protection legislation, the Processor will inform the Controller immediately.
- 9.4. The Processor is entitled to charge any possible costs with the Controller for assistance or support provided under this Article 9.

10. Termination and miscellaneous

- 10.1. Without prejudice to the specific provisions of the Agreement, the Processor will, at the first request of the Controller, delete or return all the Personal Data, and delete all existing copies, unless the Processor is legally required to store (part of) the Personal Data.
- 10.2. The Controller will adequately inform the Processor about the (statutory) retention periods that apply to the Processing of Personal Data by the Processor.
- 10.3. The obligations laid down in this Data Processing Addendum which, by their nature, are designed to continue after termination will remain in force also after the termination of the Agreement.
- 10.4. The choice of law and competent court comply with the applicable provisions of the Agreement.