Terms & Conditions

kesselskramer.digital B.V.

kesselskramer digital

Article 1. Definitions

1.1. In the absence of explicit statement to the contrary, the capitalised terms used in these general terms and conditions are defined as follows:

User: kesselskramer.digital B.V., established in Amsterdam and registered with the Chamber of Commerce under number 86906453, the User of the general terms and conditions.

Client: The User's counterparty.

Party/Parties: kesselskramer.digital and/or the Client;

Contract: The Contract for the rendering of services.

Article 2: General

2.1. These conditions are applicable to all offers, quotations and all Contracts between the User and a Client to which the User has stated that these conditions are applicable, in so far as the Parties have not made any specific written agreements to the contrary.

2.2. These terms and conditions are further applicable to all Contracts with the User that are executed with the assistance of third-parties.

2.3. Departures from these general terms and conditions are valid exclusively if expressly agreed in writing.

2.4. The applicability of any purchasing or other conditions of the Client is expressly rejected.

2.5. If one or more of the provisions of these general terms and conditions or of the accompanying Contract are invalid or set aside, the remaining provisions of these general terms and conditions and the Contract shall remain applicable in full. The User and the Client will in that case enter into consultation with a view to making agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.

2.6. In the event of conflict between different documents or their annexes, the following order of precedence shall apply:

- the Contract (offers, quotation or agreement of services);
- the Data Processing Agreement;
- Service Level Agreement and any appendices;
- the terms and conditions;
- any additional conditions.

Article 3: Offers and quotations

3.1. All offers are subject to Contract unless the offer contains an express written statement to the contrary.

3.2. In the absence of a statement to the contrary, the prices stated in the aforementioned offers and quotations are exclusive of VAT and other governmental levies as well as the costs incurred in relation to the Contract, including forwarding and administration expenses.

3.3. If the acceptance differs (on minor points) to the offer set out in the quotation, the User is not bound to those differing points. In the absence of a statement to the contrary by the User, the Contract will in that case not be formed in keeping with those different points.

3.4. A composite price statement does not oblige the User to perform part of an order at a corresponding proportion of the stated price.

3.5. Offers and quotations are not automatically applicable to future orders.

Article 4: Execution of the Contract, information and resources

4.1. The User will execute the Contract to the best of his knowledge and ability and in accordance with high standards and in keeping with the expertise the Client can reasonably expect of the User.

The User does not however guarantee that any intended result will be achieved.

4.2. The User will determine how and by whom the order is carried out, but will act in accordance with the Client's indicated wishes wherever possible. If and in so far as required for the correct execution of the Contract, the User reserves the right to have the work carried out by third-parties.

4.3. The Client shall that the User is provided in full and in good time with all information, as well as amendments thereto, in the form and manner that the User indicates is necessary for the performance of the Contract or which the Client could reasonably expected to understand is required both on commencement and during the execution of the Contract. If the information required for the execution of the Contract is not issued to the User on time or in full, the User reserves the right to suspend execution of the Contract and/ or to charge the Client with extra costs incurred as a result of the delay at the current market rates.

4.4. The Client shall ensure that the User is provided in good time with all resources and facilities that the User indicates are necessary and which the consumer could reasonably be expected to realise are necessary to the execution of the Contract and to ensure that they are available and correctly functioning at all times. If sufficient resources required for the execution of the Contract are not issued to the User, the User reserves the right to suspend execution of the Contract and/or to charge the Client with extra costs incurred as a result of the delay at the current market rates.

4.5. The Client guarantees the correctness, completeness and reliability of the information, resources and facilities he issues or has issued to the User. The User cannot be held liable for losses of any nature whatsoever caused by the User's use of incorrect and/or incomplete information provided by the Client, unless the User should have been aware of that inaccuracy or incompleteness.

4.6. The Client is obliged to inform the User without delay of changes to the issued information and other facts and circumstances that could be important to execution of the Contract.

4.7. If it has been agreed that the Contract will be executed in stages, the User reserves the right to suspend execution of the components forming part of a subsequent stage until the Client has approved the results of the preceding stage in writing.

4.8. If the User or third-parties engaged by the User in the context of the order carry out work at the Client's location or a location indicated by the Client, the Client shall provide those employees, free of charge, with the facilities that can reasonably be required by those employees.

Article 5: Amendments to the Contract

5.1. If during the execution of the Contract it becomes apparent that it is necessary to make amendments or additions to the work for the correct execution of the Contract, the Parties shall enter into consultation in good time and amend the Contract accordingly.

5.2. Amendments or additions to the Contract that have been agreed by the Parties can result in a change to the completion date.

The User shall inform the Client of changes to the completion date as soon as possible. Amendments or additions to the Contract do not give the Client any entitlement to compensation for damages.

5.3. If the amendment or addition to the Contract has any financial and/or quality implications, the User shall inform the Client of those implications in advance. The User has the right to charge additional costs to the Client.

5.4. If a fixed fee has been agreed, the User shall further indicate the extent to which the amendment or addition to the Contract will result in that fee being exceeded.

Article 6: Duration of the Contract; period of execution

6.1. The Contract between the User and a Client is entered into for an indefinite period of time unless the nature of the Contract provides otherwise or the Parties make express and written agreement to the contrary.

6.2. A time period agreed during the term of the Contract for the completion of work shall not under any circumstances be deemed to be a firm deadline. If the implementation period is exceeded the Client must therefore issue the User with written notice of default.

6.3. Unless it has been established that execution of the Contract has become permanently impossible, the Contract cannot be dissolved by the Client owing to the term being exceeded unless the User also fails to execute the Contract or execute it in full within a reasonable period of time that he has indicated in writing following expiry of the agreed time of delivery.

Article 7: Termination

7.1. Either party is authorised to terminate the Contract with due observance of a notice period considered reasonable in the circumstances and towards the end of a calendar month unless otherwise agreed by the Parties. Notice must be given in writing.

7.2. If the Contract is prematurely terminated (if the Contract was entered into for a fixed period of time) by the Client, the User has the right to compensation for damages in respect of resulting and demonstrable loss of capacity utilisation unless the termination is in response to facts and circumstances that can be attributed to the User. The Client is further obliged to pay the bills for work carried out up until that time.

7.3. If the Contract is prematurely terminated by the User, the User will arrange in consultation with the Client for the work not yet carried out to be transferred to third-parties, unless the termination is in response to facts and circumstances that can be attributed to the Client.

7.4. If the User incurs extra costs when transferring the work, the Client shall be obliged to compensate the User for those costs with due observance of the provisions of articles 8 and 9 of these general terms and conditions.

Article 8: Fee

8.1. The Parties can agree upon a fixed fee when forming the Contract.

8.2. If a fixed fee is not agreed, the fee will be calculated on the basis of the hours actually worked. The fee will be calculated at the User's customary hourly rates applicable to the time period in which the work is carried out unless a different hourly rate has been agreed.

8.3. The fee and any cost estimates are exclusive of VAT.

8.4. For orders with a term of more than two months the payable costs will be charged periodically.

8.5. If the User agrees on a fixed fee or hourly rate with the Client, the User shall nonetheless be entitled to increase that fee or rate, in cases where amendments or additions are made to the Contract, for example.

8.6. The User is further authorised to pass on price increases to the Client if cost-determining factors such as salaries are increased between the time of the quotation and delivery.

8.7. The User is further entitled to increase the fee if, during the performance of the work, it becomes apparent that the originally agreed or anticipated amount of work was underestimated when the Contract was entered into, for reasons that cannot be attributed to the User, to such an extent that the User cannot reasonably be expected to perform the agreed work for the originally agreed fee. The User will inform the Client of his intention to increase the fee or rate. The User will state the amount of the increase and the date on which it will come into effect.

Article 9: Payment

9.1. Payment is due within 14 days of the invoice date, without any deduction, discount or set-off, by depositing or transferring the payable amount to the bank or bank giro account stipulated by the User. Objections to the level of the bills do not suspend the payment obligation.

9.2. If the Client fails to remit payment within the 14-day period, the Client shall be held in default by operation of law. The Client shall in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time. The interest over the payable

amount shall be calculated from the time at which the Client was held in default until the time of full and final settlement, in which context part of a month shall be deemed to be a full month.

9.3. In the event of the Client being liquidated, declared bankrupt or granted suspension of payment, the claims of the User on the Client shall become immediately due and payable.

9.4. The User reserves the right to have payments made by the Client extend first to payment of costs, then to outstanding interest and finally the principal amount and the current interest. The User can refuse a payment offer, without thus being in default, if the Client indicates a different order of allocation. The User can refuse full payment of the principal amount if the due and current interest and costs are not remitted at the same time.

Article 10: Retention of title

10.1. All goods delivered by the User, including designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of the User until the Client has met in full all of the obligations under the Contract entered into with the User; this to be decided at the User's discretion.

10.2. The Client is not authorised to pledge or encumber in any other way the goods covered by retention of title.

10.3. In the event of third-parties imposing an attachment on the goods delivered under retention of title or setting out to establish or invoke any rights to them, the Client is obliged to notify the User of that as soon as may reasonably be expected.

10.4. The Client is obliged to insure goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft and to issue the insurance policy for inspection on demand.

10.5. Goods delivered by the User and which are covered by retention of title as provided for under paragraph 1 of this article may only be sold on in the context of normal business operations and may not under any circumstances be used as a means of payment.

10.6. In the event of the User wishing to exercise his property rights as provided for in this article, the Client hereby gives unconditional and irrevocable permission, now for then, for the User or third-parties engaged by the User to enter the places where the property of the User is located and to repossess that property.

Article 11: Collection costs

11.1. All judicial and extrajudicial (debt collection) costs reasonably incurred by the User in connection with the Client's non-compliance or late compliance with his payment obligations shall be for the Client's account.

11.2. The Client is liable for payment of interest over the debt collection costs.

Article 12: Inspection, complaints

12.1. Complaints about the work carried out must be lodged in writing by the Client to the User within 8 days of the faults being established, but 14 days at the latest following completion of the work in question. The notice of default should contain a description of the failure to perform in as much detail as possible so that the User is able to put forward an adequate responsibility. A claim does not suspend the Client's payment obligation other than if and insofar as the User has informed the Client in writing that he regards the claim as being well-founded or well-founded in part.

12.2. If the complaint is well-founded, the User shall as yet carry out the work as agreed unless that is demonstrable no longer of any benefit to the Client. The Client shall be responsible for indicating that that is the case in writing.

12.3. If it is no longer possible or beneficial to carry out the agreed work, the User can repay a proportion of the fee already paid without continuing to carry out the order and the User can only be held liable in that regard within the constraints set forth in article 16.

Article 13: Expiry period

13.1 Notwithstanding the provisions of article 12, the Client is obliged if he is or remains of the opinion that the User has failed to implement the Contract on time, completely or correctly - unless this is done subject to the provisions of article 12.1 - to notify the User as such in writing and without delay and to exercise his rights to institute claims on that basis within one year of the date of that notification, or within one year of the time at which notification should have taken place, in the absence of which all of his rights and claims in that regard shall lapse upon expiry of the period set forth above.

Article 14: Suspension and dissolution

14.1. The User is authorised to suspend compliance with his obligations or to dissolve the Contract if:

- The Client fails to meet his Contractual obligations or meet them in full.

- After entering into the Contract, the User becomes aware of circumstances that give the User good grounds to presume that the Client will not meet his obligations. If there are good grounds for presuming that the Client will only meet his obligations in part or not adequately, the suspension shall only be permitted if justified by the shortcoming.

- Upon entering into the Contract the Client was required to furnish security for meeting his Contractual obligations and has failed to provide that or sufficient security.

14.2. The User is further authorised to dissolve the Contract or have it dissolved if circumstances arise of such a nature that compliance with the Contract is no longer possible or can no longer be required according to the standards of fairness and equity of if circumstances arise of such a nature that the Contract cannot reasonably be left in effect in unamended form.

14.3. If the Contract is dissolved, the claims of the User on the Client shall become immediately due and payable. If the User suspends compliance with his obligations, he retains his claims by law and under the Contract.

14.4. The User reserves the right at all times to claim compensation for damages.

Article 15: Return of issued goods

15.1. If the User has issued the Client with goods during implementation of the Contract, the Client is obliged to return those goods in their original condition, free of defects and complete within 14 days of the User's first request for him to do so.

15.2. If the Client fails to meet the obligation set out above under 15.1, the Client will be obliged to compensate the User for the losses and costs arising thereof, including the replacement costs.

Article 16: Liability

16.1. In the event of the User being held liable, that liability shall be limited to the provisions of this clause.

16.2. The User's liability for losses suffered by the Client as a result of the order not being carried out on time, in full or correctly is limited to a maximum of twice the amount of the fee charged by the User to the Client for the performance of the work in which the cause of the loss occurred, subject to the proviso that this relates exclusively to the fee payable during the last three months in which that work was carried out. The compensation payable by the User to the Client cannot however under any circumstances exceed the amount for which the User's liability is insured, or a maximum amount of 25,000 euros if no cover is provided by that insurance. The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of the User. For the purpose of this and subsequent clauses of this article the User is also defined as the User's employees and third-parties he has engaged for the implementation of the order.

16.3. The User cannot be held liable for losses caused by the Client's failure to meet the disclosure obligation pursuant to article 4.3 or the fact that the information provided by the Client is not in keeping with the provisions of article 4.5, unless those losses are the result of intentional

act or omission or causes on par with gross negligence on the part of the User.

16.4. Neither can the User be held liable for losses caused by acts or omissions of third-parties engaged by the Client during implementation of the order, unless those losses have been caused by intentional act or omission or causes on par with gross negligence on the part of the User.

16.5. The User is further authorised at all times to maximally limit or reverse the Client's loss, for which the Client is obliged to cooperate in full.

16.6. The User cannot under any circumstances be held liable for indirect losses, including consequential losses, loss of income, missed savings or losses caused by business stagnation. The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of the User.

Article 17: Indemnification

17.1. The Client indemnifies the User against claims of third-parties regarding intellectual property rights on materials or information issued to the Client and which are used during implementation of the Contract.

17.2. If the Client issues the User with information carriers, electronic files or software, etc., he guarantees that the information carriers, electronic files or software are free of viruses and defects.

17.3. The Client indemnifies the User against claims of third-parties regarding losses related to or arising from the order implemented by the User if and insofar as the User is not liable to the Client in that respect by virtue of the provisions of article 16.

Article 18: Transfer of risk

18.1. The risk of the goods forming the subject of the Contract being lost or damaged shall transfer to the Client at the time at which they are legally and/or actually delivered to the Client and are thus placed at the Client's disposal or a third-party nominated by the Client for that purpose.

Article 19: Force majeure

19.1. The Parties are not required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.

19.2. In these general conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of the User but which prevent the User from meeting his obligations. That includes strikes at the User's business.

19.3. The User shall also be entitled to invoke force majeure if the circumstance preventing (further) compliance occurs after the User should have met his obligations.

19.4. The Parties can suspend their Contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the Contract without being obliged to pay any compensation for damages to the other party.

19.5. If the User has already partly met or will partly meet his Contractual obligations when the period of force majeure begins and independent value can be attached to the obligations complied with or to be complied with, the User reserves the right to separately charge for the obligations already complied with or to be complied with.

The Client is obliged to pay that charge as though it were a separate Contract.

Article 20: Confidentiality

20.1. Both Parties are obliged to protect the confidentiality of all confidential information that they obtain from each other or from other sources in the context of their Contract. Information is deemed to be

confidential if the other party has been informed that is the case or if that is apparent from the nature of the information.

20.2. If the User is obliged pursuant to a statutory provision or a legal ruling to disclose confidential information to third-parties designated by the law or the court with competent jurisdiction, and the User is unable to invoke a right to privilege recognised or permitted by statute or by the court with competent jurisdiction, the User is not obliged to pay compensation for damages or other compensation and the counterparty is not entitled to dissolve the Contract on the ground of any losses thus caused.

Article 21: Intellectual property and copyrights

21.1. kesselskramer.digital will retain exclusive title and rights to all intellectual property, including trade secrets, copyright, know-how, authorship rights, ideas, concepts, methodologies, techniques, templates, processes, and software (the "IP") developed by User or its licensors prior to or independent of the Services and used to provide the Services (the "User IP").

21.2. Client will retain exclusive title and rights to all Client's pre-existing IP that may be incorporated with or contained in the Deliverables (the "Client IP"). Client agrees to indemnify, defend and hold harmless User from and against any and all losses paid or incurred in connection with claims by any third party that result from any claim that the Customer IP infringe the IP of such third party.

21.3. Unless explicitly agreed otherwise in a Contract, all deliverables, including all IP therein, shall be owned exclusively by User. Upon payment in full of the Fees under the applicable Contract, User grants to Client for the term as agreed in the Contract (the "Licence Term") a worldwide, revocable, non-transferable, non-assignable, limited licence to use the deliverables for Client's own business purposes. In case the Client: i.wants to continue using the deliverables after the Licence Term has expired or ii. wishes to modify any of the deliverables containing IP, the parties will discuss a lump sum amount for the full transfer of ownership of the Deliverables, including the IP, to the Client and/or any additional requirements for any changes to the deliverables. For the sake of clarity, all changes to the deliverables containing the IP require the prior written approval of User. If no Licence Term has been agreed in the Contract, the Licence Term will be 12 months from the date of the Contract.

Article 22: Privacy and security

22.1. Personal data can be processed. kesselskramer.digital hereby acts as a processor within the meaning of the General Data Protection Regulation (GDPR). The Customer is the controller and indemnifies kesselskramer.digital against all claims from third-parties/data subjects under the GDPR.

22.2. The Data Processing Agreement is an integral part of this Contract and can be found in Article 27: Data Processing Agreement.

Article 23. No-takeover of personnel

23.1. During the term of the Contract and for one year following its termination the Client will refrain from employing or otherwise making use of the services, directly or indirectly, of employees of the User or of companies engaged by the User for the implementation of this Contract or which are or have been involved in the implementation of the Contract other than following proper consultation on that subject with the User.

Article 24: Disputes

24.1. In the absence of mandatory rules of law to the contrary, the court in the User's place of establishment has exclusive competent jurisdiction.

24.2. The Parties shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.

Article 25: Applicable law

25.1. All legal relationships between the User and the Client to which these general conditions apply shall be governed by the laws of the Netherlands. The Vienna Sales Convention is expressly excluded.

Article 26. Source of the conditions

26.1 The most recently filed version or the version that was applicable at the time at which the Contract was formulated shall be applicable at all times.

Article 27: Data Processing Agreement

This Data Processing Agreement - like the general Terms and Conditions - forms an integral part of every agreement regarding services between User and its counterparty.

WHEREAS:

- User is regarded as "Processor"
- Client is regarded as "Data Controller"
- Client wishes to (sub)Contract certain Services, which imply the processing of personal data, to the data Processor.
- The Parties seek to implement a Data Processing Agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- The Parties wish to lay down their rights and obligations.

AGREE AS FOLLOWS:

27.1. Definitions

"Client Personal Data" means any Personal Data Processed by Processor and a Contracted Processor on behalf of Client pursuant to or in connection with the Contract;

"Contracted Processor" means a Subprocessor;

"Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

"EEA" means the European Economic Area;

"EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

"GDPR" means EU General Data Protection Regulation 2016/679;

"Data Transfer" means: a transfer of Client Personal Data as described in chapter V of the GDPR.

"Services" means all services the Client provides;

"Subprocessor" means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Client in connection with the Agreement.

The terms, "Commission", "Processor", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

27.2. Processing of Client Personal Data

Processor shall:

- comply with all applicable Data Protection Laws in the Processing of Client Personal Data; and
- not Process Client Personal Data other than on the relevant Client's documented instructions.

The Client instructs Processor to process Client Personal Data in line with the agreed upon Statement of Work applicable to the services provided to the Client for purposes as described in such Statement of Work.

The Processor shall process the personal data only on documented instructions from Data Controller. Data Controller may give such instructions by email, in the Agreement between Parties and/or throughout the duration of the contract.

Processor shall immediately inform the Data Controller if it is unable to follow those instructions or if such instructions result in a breach of the GDPR.

27.3. Processor Personnel

Processor shall take reasonable steps to ensure the reliability of any employee, agent or Contractor of any Contracted Processor who may have access to the Client Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Client Personal Data, as strictly necessary for the purposes of the Contract, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

27.4. Security

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Client Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate. Upon request, the list of measures can be shared.

In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

27.5. Subprocessing.

Processor shall not appoint (or disclose any Client Personal Data to) any Subprocessor unless required or authorised by the Client. Processor shall submit the request for specific authorisation at least 21 calendar days prior to the engagement of the sub-processor, together with the information necessary to enable Data Controller to decide on the authorisation. The list of sub-processors already authorised by the data exporter can be found in Annex III. The Parties shall keep Annex III up to date.

27.6. Data Subject Rights

Taking into account the nature of the Processing, Processor shall assist the Client by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client obligations, as reasonably understood by Client, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

Processor shall:

- promptly notify Client if it receives a request from a Data Subject under any Data Protection Law in respect of Client Personal Data; and

- ensure that it does not respond to that request except on the documented instructions of Client or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Client of that legal requirement before the Contracted Processor responds to the request.

27.7. Personal Data Breach

Processor shall notify Client without undue delay upon Processor becoming aware of a Personal Data Breach affecting Client Personal Data, providing Client with sufficient information to allow the Client to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

Processor shall cooperate with the Client and take reasonable commercial steps as directed by Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

27.8. Data Protection Impact Assessment and Prior Consultation

Processor shall provide reasonable assistance to the Client with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Client reasonably considers to be required by article 35 or 36 of the GDPR or

equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Client Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

27.9. Deletion or return of Client Personal Data

Subject to this section 9 Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Client Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Client Personal Data.

27.10. Audit rights

Subject to this section 10, Processor shall make available to the Client on request all information necessary to demonstrate compliance with this Data Processing Agreement, and shall allow for and contribute to audits, including inspections, by the Client or an auditor mandated by the Client in relation to the Processing of the Client Personal Data by the Contracted Processors. Client shall give Processor 30 days prior notice before any audit. Prior to any audit, Parties will in close cooperation determine and agree upon the scope of the audit. Any audit should be conducted in such a manner that it minimises the impact on the organisation and continuity of Processor.

Information and audit rights of the Client only arise under section 10.1 to the extent that the Data Processing Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

27.11. Data Transfer

The Processor may not transfer or authorise the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Client. If personal data processed under this Data Processing Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard Contractual clauses for the transfer of personal data.

27.12. Notices

All notices and communications given under this Data Processing Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in Annex I of this Data Processing Agreement at such other address as notified from time to time by the Parties changing address.

Annex I

Controller contact details:

- Name: kesselskramer.digital B.V.
- Address: Westeinde 24A, 2512 HD in The Hague
- Contact details: O. Doorn, Client Services Director & Compliance Officer, privacy@kesselskramer.digital

Categories of data subjects:

The affected data subjects shall include natural persons whose personal data is gathered and stored throughout our Client's services. Categories of the data subjects are:

- Client's prospects, customers, business partners, vendors and suppliers
- Client's employees, agents, advisors and freelancers
- Client's end-users of their services
- Client's website visitors
- Other types of data subjects agreed upon in the Contract

Categories of personal data:

- Name, telephone number, company postal address and email address.
- IP address, website cookies, website user behaviour, geolocation
- Log-in credentials (for support purposes, if applicable)
- Other types of personal data agreed upon in the Contact

Purpose of the processing

kesselskramer.digital processes personal data on behalf of our clients, for marketing, sales, hosting and/or support purposes as described in the applicable SoW.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The period for which the personal data will be retained is determined by our Clients. IP address, website cookies, website user behaviour and geolocation are stored for a period of 30 days, after these 30 days the data will be deleted.

Location storage of Customer Personal data:

- Hosting provided by User: always in the Netherlands (when better world wide coverage is required, proxies are used to provide this)
- Hosting provided by Client: can be worldwide (to be decided by Client)

Annex II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Measurements

Taking into account the situation (state of the art, implementation costs, nature, scope, context, purposes and risks), we take technical and organisational measures to guarantee an appropriate level of data protection.

Organisational measures

Physical measures for access security and access control: The office building is secured with a central alarm system, whereby each employee has a unique code.

In case of working with a subprocessor, we make sure they meet equal security standards as we do. To make sure they do, a Data Processing Agreement is signed. Processor carefully selects its suppliers and always opts for quality and trust over price.

Integrity: Our staff only has access to data on a 'need-to-know' basis, limiting user authorization to specific tasks. Employees are only given access to what is strictly necessary to be able to perform their work.

Confidentiality statement: All our employees have signed a contractual confidentiality statement. They will never share data with third parties without valid reasons or explicit permission from the Company.

Correctness: In order to guarantee the correctness and up-to-dateness of the data, a regular check on the correctness of the data is carried out.

Data minimization: We do not collect any other data than strictly necessary. Where possible, we will verify whether the requested data is actually necessary or where it can be minimised.

Storage limitation and archiving: We keep personal data just for as long as necessary for the purpose it's used for or as long as the Dutch law requires. The duration depends on the purpose and use of the personal data.

Compliance officer: The Processor has appointed a compliance officer within the organisation who supervises the application of measures regarding privacy legislation, agreements and processes to ensure compliance.

Periodic checks: We carry out regular checks on confidentiality, integrity, availability and assigned authority.

Evaluation of the measures: In order to determine whether the implemented measures are still effective, evaluations are carried out on a regular basis. We do this, among other things, by conducting internal audits of the measures. Weaknesses in security are also revealed through logging and monitoring.

Technical measures

Access Restriction (C1): Personal data from this category are protected by a password. Each staff member has a personal username and password to gain access. In case of termination of employment of a staff member, his/her account will be deactivated immediately.

Confidentiality: All employee laptops are protected with a password of at least 8 characters. Laptops are never left unattended.

Passwords: All Processor employees have a unique username and password for their own accounts and software. The password is stored encrypted in a protected and secure environment of an external application.

Software updates: We check monthly for updates of the used software dependencies. Updates are tested and if they cannot pose a risk to day-to-day operations, they are implemented in the production environment.

CMS / internal environments: All of our staff has a personal username and password to access the CMS of clients he/she has to work on. Only users with a valid (active) username and password can log in.

Encrypted backups: We make an encrypted backup of all data every other day. This data is stored in an external, protected and secure environment to which only the compliance officer has access.

Codebase & database: The codebase & database of customers are located in a shielded and secure environment that only Processor developers have access to. This data will never be shared with third parties without the consent of the Controller.

SQL Injection: The website is protected for SQL Injection, Processor determines which software is most suitable for each situation.

Forms: To ensure security when using forms, we take extra security measures to prevent spam; CSRF protections and Honeypots.

Transmission control: To be able to send data from forms securely, Processor requires an SSL certificate and encrypted transmission for customers and we also use encrypted transmission for the transaction of data, privacy sensitive information and personal data.

Annex III

SUBPROCESSORS

- JUST: One of our core partners and suppliers of human resources and services
- KesselsKramer: One of our core partners and suppliers of human resources and services
- EXONET: Hosting partner that provides services for the hosting and back-up services that we offer to our Clients.

Annex IV

HOSTING AND RELATED SERVICES

Article 1 General provisions

1. If the Service (also) pertains to a service relating to storage and/or transfer of material supplied by the Client to third parties, as is the case with web hosting or e-mail services, the provisions in this Annex IV shall apply.

2. The Client shall not publish or offer information via (the servers of) User which violates Dutch law. This particularly yet not exclusively includes information offered without the copyright owner(s) consent, defamatory, threatening, insulting, racist, vindictive or discriminating information, information containing child pornography and information that violates the privacy of third parties or constitutes a form of stalking, as well as hyperlinks, torrents or other references to such information on third-party websites anywhere in the world (even if the information is legal in the jurisdiction in question).

3. User has a complaints procedure in place that enables third parties (hereinafter referred to as: notifying parties) to submit a complaint when they feel such violation has occurred. If, in the opinion of User, a complaint is justified, User is entitled to remove the material or deny access to it. In that case, User is also entitled to provide a notifying party or the competent authorities with the personal details of the Client. User shall notify the Client of the progress of this procedure.

4. When it concerns possibly unlawful and/or illegal information, User is entitled to report this. User may submit all relevant information about the Client and other information to the competent authorities and do anything else requested by these authorities within the framework of the investigation.

5. In the event of repeated (justified) complaints about the information provided by the Client, User is entitled to stop providing services and dissolve and/or terminate the Agreement.

6. The Client indemnifies User against all damage or loss resulting from the above. User is not liable for any damage or loss suffered by the Client as a result of User's intervention within the framework of the complaints procedure, even when the complaint turns out to be unjustified and the information does not violate Dutch law.

7. The Client shall refrain from obstructing other Clients or Internet users or from damaging the servers. The Client is not permitted to start up processes or programmes - via the server or otherwise - with regard to which the Client knows or reasonably can suspect that this shall obstruct or harm User, other Clients or Internet users. User shall notify the Client of any measures.

8. Without User's consent, the Client is not permitted to transfer any username(s) and password(s), provided by User, to third parties.

9. Fair use: User may set a maximum to the amount of storage space or data traffic which the Client may use each month within the framework of the Service. When this maximum is exceeded, User is entitled to charge an additional sum, in accordance with the amounts for extra data traffic listed on the Website. User shall not be liable for the consequences of not being able to send, receive, store or change data if an agreed limit for storage space or data traffic is reached.

10. The Client hereby provides User with an unrestricted licence to distribute, store, transfer or copy all materials distributed by the Client

via User's systems, in any way deemed suitable by User, however, only insofar as this is reasonably required for User to fulfil the Agreement.

11. In addition to the statutory obligations, damage or loss resulting from incompetence or the failure to act in accordance with the above shall be payable by the Client.

12. User is allowed to move it's servers, storage and/or hosting facilities within the EU without prior consent of the Client.

Article 2. Availability of the Service

1. User shall endeavour to realise uninterrupted availability of its systems and networks and to realise access to data stored by User, but it cannot offer any guarantees in this respect. Client shall not be entitled to any compensation or service credits due to any downtime. User will take all reasonable measures to prevent any downtime and/or efforts to restore the service.

2. User provides a standard back-up service for the last seven (7) days with a maximum retention period of 6 weeks. If Client has any additional back-up requirements, then parties will agree upon such additional back-up requirements and the corresponding fees in a separate SoW.

3. User shall endeavour to keep the software it uses up-to-date. However, User is dependent on its supplier(s) in that respect. If any update executed from time to time requires an additional fee, User will charge that fee, without any additional charge, to the Client. User is entitled not to install certain updates or patches if, in its opinion, this is not conducive to a correct provision of the Service.

4. User shall endeavour to ensure that the Client is able to use the networks that are directly or indirectly connected to User's network. However, User cannot guarantee that these networks are available at all times.

5. If in the opinion of User a danger arises regarding the functioning of the computer systems or the network of User or third parties and/or the services via a network, especially as a result of the excessive sending of emails or other data, poorly protected systems or activities of viruses, Trojans and similar software, User is entitled to take any measures it deems reasonably necessary to avert or prevent this danger.

Article 3. Liability

1. User's liability for direct damage or loss suffered by the Client as a result of an imputable failure by User to fulfil its obligations under this Annex or as a result of an unlawful act by User (including its members of staff or third parties it has hired) is with regards to the provided Hosting services, for each event or series or related events, limited to an amount equal to the payments to be made by the Client under this Agreement each year (excluding VAT). Under no circumstance however shall the total compensation for direct damage or loss amount to more than EUR 1,000 (excluding VAT).

2. User's liability for indirect damage or loss including consequential loss, loss of profits and savings or loss of (business) details and loss caused by business interruptions or loss of data is excluded.

3. User shall not be liable for compensation, irrespective of the ground on which a claim for compensation was to be based. The maximum amounts stated in this article shall not apply, however, if and insofar as the damage or loss is the result of intent or gross negligence on the part of managerial staff of User.

4. User's liability due to any imputable failure to fulfil its obligations under this Appendix (Hosting services), only arises if the Client has given User notice of default in writing forthwith and in a proper manner, setting a reasonable period for remedying the breach, and User continues to fail imputably in the fulfilment of its obligations after that period. In order to allow User to respond effectively, the respective notice of default must contain a description of the failure that is as accurate as possible.

5. User shall never be liable for damage or loss resulting from force majeure.

6. A condition with regard to any right to compensation being created shall always be that the Client reports the damage or loss in writing to User within 30 days of it having arisen.

7. The Client indemnifies User against all third-party claims for liability as a result of a fault in the Service provided to a third party by the Client and which in part comprised items, materials or results provided by User.

Article 4. Downtime and force majeure

1. User is entitled to temporarily shut down its systems, including the Website, or parts thereof for the purpose of maintenance, modifications or improvement thereto or thereof. User shall try to effectuate such action outside office hours as much as possible and it shall endeavour to notify the Client of a scheduled shut down in good time. However, User shall never be liable to pay compensation for damage or loss in connection with such action.

2. User is entitled to modify its systems, including the Website, or parts thereof from time to time so as to improve functionality and to remedy errors. In the event that a modification leads to a considerable change in functionality, User shall endeavour to notify the Client thereof. In the case of modifications that are relevant to multiple clients, it shall not be possible to abandon a certain modification just for the Client. User shall not be obliged to pay any compensation for the damage or loss caused by such modification.

3. In the event that the Service is not available due to downtime, breakdowns, maintenance or other causes, User shall endeavour to notify the Client of the nature and expected duration of the interruption.

4. In the event of force majeure, which in any case includes disruptions to or breakdown of the Internet, the telecommunications infrastructure, synflood, network attacks, DoS or DDoS attacks, power failures, domestic uprising, mobilisation, war, traffic jams, strikes, exclusions, business interruptions, stagnations in supply, fire, floods, import and export obstructions and in the event that User's own suppliers deem it unable to deliver - regardless of the reason - as a result of which User cannot reasonably be expected to fulfil the Agreement, performance of the Agreement shall be suspended or the Agreement shall be terminated when the situation of force majeure has exceeded a ninety-day period, without being obliged to pay any compensation.