SAAS Conditions SelfGuide (20250616)

These Software as a Service (hereinafter referred to as “SaaS”) Conditions apply to any and all SaaS agreements and/or service provisions between SelfGuide B.V. (a limited liability company established and existing under the laws of The Netherlands, hereinafter referred to as “Provider”) and the Customer (as identified in the Confirmation), including any Quote and/or Confirmation. Together, the SaaS Conditions, Confirmation, Annexes and the Quote (insofar as applicable), form the Agreement. Should provisions enshrined in the SaaS Conditions, the Confirmation and/or the Quote be contradictory, Provider shall determine at its sole discretion which provision prevails.

Provider and Customer hereinafter are collectively referred to as “Parties” and individually as “Party”.

WHEREAS:

- Customer wishes to obtain a right to use the SaaS service;
- Provider is willing to grant the Customer the right to use the SaaS service for their own business purposes, on a non-exclusive and non-sublicensable/non-transferable basis, for the duration and purposes set forth in the Agreement.

HAVE AGREED AS FOLLOWS:

Article 1 Definitions

1.1 “Software as a Service (SaaS) service” refers to the specific Provider’s service that provides the use of (the latest version of the) SelfGuide software that is hosted by Provider and made available as a web application, and the Recorder as a downloadable and installable accessory, to Customer on a term-use basis.

1.2 “SelfGuide” is the application used to create, share and maintain instruction material (by Customer) for business applications. SelfGuide consists of its standard functionality (“Standard functionality”), and insofar as individually agreed, add-on functionality (“Add-on”).

1.3 “Confirmation” shall mean the email message (or other message) which establishes the assignment by Customer to Provider to deliver the SaaS service under the SaaS Conditions, by means of the version of the Quote that has been signed by both Parties, *inter alia* duly identifying Customer, the start date of the Agreement and the confirmation of the purchase of the SaaS service, order number and (if applicable) further specification of the licensing conditions in sense of 0.

1.4 “Quote” shall mean a quote issued by Provider for the provision of a SaaS service, against specified fees. A Quote may contain further specification of the licensing conditions in sense of Article 1.

1.5 “Term” shall mean the period as specified in Article 9 of these SaaS Conditions during which Provider grants a right to Customer to use the SaaS service.

Article 2 SaaS

2.1 Provider hereby grants to Customer, during the Term, a non-exclusive, non-assignable, non-transferable and non-sublicensable right to access and use the SaaS service limited to the territory in which Customer operates, subject to the terms of the Agreement and solely for their own business purposes. The access and license right is limited to Customer's own employees, guests, customers and suppliers.

2.2 The aforementioned access rights and license of the SaaS service is subject to payment of the fee and the fulfilment of all requirements stipulated in these SaaS Conditions. The rights granted herein are limited to Provider's intellectual property rights in the SaaS service, and does not extend to third parties' intellectual property rights. Software products not proprietary to Provider ("Third Party Products") are to be licensed separately between Customer and the respective right holders to Third Party Products.

2.3 Customer acknowledges and agrees that nothing herein transfers or conveys to Customer any right, title or interest to any intellectual property rights in or to the SaaS service and any part thereof or copy thereof. No title to any intellectual property rights is transferred to the Customer.

2.4 Customer acknowledges that the Agreement is a services agreement and Provider will not be delivering copies of SelfGuide, source codes or documentation, or any other material relating to SelfGuide as part of the SaaS service.

Article 3 Trial

3.1 In the case Customer request a trial of the SaaS service and Provider agrees therewith through a Confirmation, Provider grants to Customer the right to use and access the SaaS service solely to evaluate SelfGuide and determine whether to acquire a subscription. The functionality of the SaaS service will be available, albeit excluding integrations with third-party software and/or services and on a fair-use basis.

3.2 A trial would be available to Customer for a maximum period of thirty (30) days. The last day of the trial period is stated in the Confirmation.

3.3 The trial ends:

- After the last day of the trial period, as stated in the Confirmation, when Customer has not acquired a subscription beforehand;
- On request of Customer during the trial period;
- During the trial period on the day Customer acquires a subscription. Acquiring a subscription ends the trial and starts the subscription according to the Term.

3.4 During the trial period, no fee will be charged.

3.5 Unless a subscription is acquired, all data in the SaaS service is permanently deleted when the trial ends. In case of a trial, article 9.8 is not applicable and deletion occurs immediately. Until the end of a trial, on Customer's request, a copy of the data can be received in a Provider supplied format and standard encoding.

Article 4 Restrictions on Use

4.1 Except as expressly permitted by mandatory applicable law or these SaaS Conditions, Customer agrees not to: (i) in any way exploit the SaaS service or SelfGuide than in conformity with these SaaS Conditions, (ii) reproduce, distribute or make the SaaS service available to any person other than authorized users, (iii) use or access the SaaS service to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the SaaS service, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS service, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the software used to provide the SaaS service, or (vii) access or use the SaaS service in order to build a similar product or competitive product.

4.2 Provider reserves any and all right, title, and interest in and to the SaaS service, including without limitation all copyrights, patents, databases rights, know-how and (other) proprietary rights, including all modifications, improvements, upgrades, derivative works and feedback related thereto and all intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to Provider.

4.3 Provider reserves the right to make such audits at Customer's premises as is necessary to ascertain that the Customer's use of the SaaS service accord with the provisions of these SaaS Conditions and the Customer shall be obliged to assist Provider in the preparation of such audit and shall grant Provider access to the Customer's computer equipment and systems.

Article 5 Customer Responsibilities

5.1 Customer shall provide reasonable information and assistance to Provider to enable Provider to provide the SaaS service. Upon request from Provider, Customer shall promptly deliver Customer content (like configuration details, data files and graphics) to Provider in an electronic file format specified and accessible by Provider. Customer acknowledges that Provider's ability to deliver the SaaS service in the manner provided in the Agreement may depend upon the accuracy and timelines of such information and assistance.

5.2 Customer shall: (a) notify Provider immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to Provider immediately and use reasonable efforts to stop any unauthorized use of the SaaS service that is known or suspected by Customer or any user, and (c) not provide false identity information to gain access to or use the SaaS service. It is forbidden to use the SaaS service in any way that may be unlawful, and/or to process with the SaaS service any information (including data) that infringes the rights of others, or would be in any other way unlawful.

5.3 The recorder is required to create a new Instruction. The recorder must be installed on a computer on premises. Customer is responsible for the installation of the recorder (which is offered for download by Provider) and can be used with a recent version of Microsoft Windows (i.e. a still maintained version of that operating system) and adequate local content storage facilities.

5.4 Customer is responsible for the necessary physical and logical (ICT) infrastructure which is necessary to use the SaaS service and the recorder, including but not limited to network and internet connections, adequate security and authorization policies, adequate devices

(running recent, i.e. still being maintained, Microsoft Windows operating systems, adequate storage devices et cetera.

Article 6 Fees

6.1 Customer shall pay a fee for the SaaS service per month, as specified in the Confirmation and as agreed with Provider or a Provider Partner, if the SaaS service is distributed through a Provider Partner.

6.2 The fees shall be paid in advance by the Customer. Provider only allows the Customer to make payments by credit card. Depending on the country where the SaaS service is purchased, there may be other payment options.

6.3 Provider retains the right to change the prices for the SaaS service at any time provided that Provider notifies Customer no later than thirty (30) days prior to the actual change of the fees.

Article 7 Add-on

7.1 Customer may request to extend the Standard functionality with Add-on functionality. Upon agreement by Provider, the Agreement will be extended with an annex thereto (hereinafter: 'Annex'), in which reference is made to the specific extra functionality that will be made available to Customer, and the corresponding monthly fees that will be charged by Provider for the respective Add-on.

7.2 Add-on functionality fees will be due (thus deviating from article 6.2) per the month following the agreement of the respective Add-on, and will remain due during the Term, or, until a cancellation of the Add-on is agreed beforehand.

7.3 Customer may request to cancel any Add-on functionality during the Term. Upon agreement by the Provider, the respective annex will no longer be binding between the Parties per the month following the agreement of the cancellation. From that moment onwards, the respective Add-on functionality fees will no longer be due by Customer, and (access to) the Add-on functionality is withdrawn by Provider. Cancellation of an Add-on functionality does not affect the other parts of the Agreement.

7.4 Provider retains the right to change the prices for the Add-on functionality at any time provided that Provider notifies Customer no later than thirty (30) days prior to the actual change of the fees.

Article 8 Data collection and confidentiality

8.1 Customer is aware that the SaaS service contains programs that may collect data about the use of the SaaS service. Provider saves, in accordance with his legitimate interest, pseudonymized telemetry data about the use of the user interfaces, the API and the Recorder. Telemetry data concerns performance data, exceptions and events. Customer acknowledges that Provider may use such data to provide Customer with support services, to improve the SaaS service and/or to monitor Customer's compliance with the terms of these SaaS Conditions. Customer agrees that it will not prevent or in any matter restrict the right of Provider to collect such data.

8.2 To the extent that Provider collects aforementioned data during the use of the SaaS-service, and regarding the data that are provided/processed through the SaaS system by Customer, Provider intends to treat these as confidential information. This implicates that Provider will use such information solely for its own purposes, and not disclose it or make it publicly available, unless required by law, and shall implement reasonable measures to prevent disclosure of such information.

Article 9 Term and termination

9.1 The use of the SaaS service is granted to the Customer on a subscription basis. The term of the Agreement shall be twelve (12) months commencing on the start date as specified in the Confirmation ("Term"). If no subscription start date is specified in the Confirmation or Quote, the start date of the Agreement shall be the date of delivery of the Agreement to use the SaaS service to the Customer. The Customer is not entitled to terminate the Agreement before the end of the Term.

9.2 Upon the expiration of the Term, the Agreement will automatically renew for one (1) month, unless either Party provides the other Party with a minimum of thirty (30) days' written notice of termination before the end of the Term. After expiration of the Term, the Agreement can be terminated by the Customer or Provider monthly.

9.3 Provider may terminate or (partly) dissolve the Agreement at any time with immediate effect and without judicial intervention, by written notice to Customer upon any breach of the Agreement.

9.4 The Agreement can be terminated or (partly) dissolved by Provider, (i) upon the institution by or against Customer of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Customer's debts, (ii) upon Customer making an assignment for the benefit of creditors, or (iii) upon initiation of dissolution proceedings of Customer.

9.5 Upon termination of the Agreement, all the rights granted to Customer under the Agreement are immediately withdrawn.

9.6 Upon termination Customer shall cease any and all use of the SaaS service and shall destroy all copies of the recorder and/or other content/software provided by Provider.

9.7 Upon termination or dissolution, no repayment of fees paid in advance will be made.

9.8 After termination or expiration of the Agreement, Provider will retain Customer data for up to 14 days, after which it is permanently deleted. During this grace period (14 days), on Customer request, a copy of the data can be received in a Provider supplied format and standard encoding.

Article 10 Limited Warranty

10.1 Provider does not make any representations or warranties that the functions performed by the SaaS service will meet Customer's requirements, that the operation and or performance of the SaaS service will be uninterrupted or error free, that service/support requests result in any action regarding the SaaS service and/or that defects in the SaaS service will be corrected. To the extent permitted by law, the foregoing limited warranty is in lieu of all

other warranties or conditions, express or implied, and Provider disclaims any and all other warranties or conditions, whether express, implied, oral, or written, including, without limitation, any and all implied warranties of merchantability, reasonable care, and/or fitness for a particular purpose (whether or not Provider knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose). To the extent permitted by law, Provider further disclaims any and all warranties, conditions, and/or representations of title and non-infringement. The SaaS service is provided "as-is" without warranty of any kind. No oral or written information or advice given by Provider or its employees shall create a warranty or in any way increase the scope of Provider's obligations hereunder.

10.2 No action for breach of the limited warranty set forth in this Article 10 may be commenced later than one (1) year following the respective event.

10.3 Provider's liability towards Customer is excluded, except where damage is caused deliberately or as a result of gross negligence, attributable to Provider.

Article 11 Third Parties

11.1 Customer acknowledges and agrees that:

a. the provision of the SaaS service may be contingent on, or impacted by, third parties, the moment of notification of a change by third parties, end users, suppliers, other subcontractors (hereinafter: "Third Party Inputs"). The foregoing implicates *inter alia* that when Third Party Input consists of a third party platform (such as offered by Microsoft or Amazon) on which the SaaS service is run, unavailability thereof results in unavailability of the SaaS service. When the Third Party Input consists of an integration component, unavailability thereof, (just) results in limited functionality of the SaaS service; and
b. despite anything to the contrary, to the maximum extent permitted by law, Provider will not be responsible for, and will have no liability for, any default or breach of the Agreement or law, if such default or breach was caused by or contributed to by any Third Party Inputs.

11.2 Customer acknowledges that the SaaS service may include certain optional functionality that may interface with third party software or services. To the extent that Customer chooses to use such functionality, Customer is responsible for: (i) the purchase of, (ii) the ancillary requirements related to, and (iii) the licensing obligations related to the applicable third party software and services. It is the responsibility of the Customer to ensure the requirements are met in order for Customer to benefit from the specific functionality made available to the Customer.

11.3 Customer is aware that the SaaS service incorporates third party material. If required by the third party material, license information is shared on https://ppprodsa001.blob.core.windows.net/website/thirdparty.licenses.txt

Article 12 Application upgrades and maintenance

12.1 Provider aims to maintain the SaaS service and to deliver periodic updates and upgrades through releases. Provider schedules releases in such a way that any impact on the availability and performance of the service is kept to a minimum.

12.2 Each of Provider's releases may incorporate new features or enhancements. Release notes are made public by webpage in advance of the actual release. These release notes cover the reasons for, and possible impact of, the release to Customer's users. Supplementary to the release notes, Provider uses additional communications, like e-mails, webinars, banners, etc., to keep Customer informed about the functionality of the SaaS service.

12.3 Provider shall only provide bug fixes, corrections, modifications, enhancements and upgrades to the latest release of the recorder. Provider only supports the latest release of the recorder and can only ensure the proper functioning of the recorder if the Customer uses the latest release of the recorder.

Article 13 Support

13.1 Support requests must be sent by e-mail or contact form on the website, by the registered contact persons of the client. Support requests will be addressed on working days between 8:30 AM - 5:00 PM CET, on a best-effort basis, albeit without any guarantee.

13.2 The actual status of the SaaS service can be monitored through https://www.selfguide.com/status;

Article 14 API usage

14.1 To the extent that Provider provides an application programming interface ("API"), Customer may use this at his own risk, accountability and liability, in accordance with a fair use policy which is to be determined solely by Provider.

14.2 Customer is not entitled to any support by Provider on any client, scripts, applications or other code using the API.

14.3 Provider shall be entitled to restrict the use of any (part of an) API at any time, or to withdraw the API functionality partly or entirely. Deprecation or withdrawal of any (part of an) API will be announced in advance in the public documentation.

Article 15 Preview functionality

15.1 To the extent that Provider provides functionality that is ready for (beta-)testing (but still under development), such "Preview functionality" may be, upon agreement by Provider, offered to Customer for testing purposes only, under conditions to be solely determined by Provider. These conditions may include that Customer provides feedback to Provider regarding the respective Preview functionality.

15.2 Any use of Preview functionality by Customer is at his own risk, accountability and liability.

15.3 No fees will be charged for using Preview functionality, as long as it remains in (beta-)testing mode. Provider may decide whether or not to release the Preview functionality in any form after (beta-)testing. Upon eventual release of Preview functionality as Add-on functionality, Article 7 applies. Upon eventual release of Preview functionality as Standard functionality, 0 and following apply.

Article 16 Limitation of Liability

16.1 The liability of Provider on the basis of the Agreement, for whatever cause, is excluded except if the damage suffered by Customer results from a gross negligence or wilful misconduct on the part of Provider.

16.2 Customer shall indemnify, defend and hold harmless Provider from all claims, suits, actions, awards (including, but not limited to, awards based on IP infringements, intentional infringement of patents), liabilities, damages, fines, costs and attorneys' fees, related to the agreement that may be initiated by or on behalf of a third party.

16.3 Provider is in no way responsible or liable for the use of the SaaS service by Customer and/or the content processed by or on behalf of the Customer through the SaaS service, for which solely Customer is responsible and/or liable. The indemnification stipulated in article 16.2 equally applies.

Article 17 Data protection

17.1 Parties shall comply with the data protection laws with respect to the processing of the personal data of Customer. The data processing agreement in the Appendix applies.

Article 18 General Provisions

18.1 **Injunctive Relief**

Customer acknowledges that, due to the nature of the SaaS service and the inherent difficulty of adequately protecting the proprietary rights of Provider in the SaaS service, a breach of the Agreement will cause Provider irreparable harm for which money damages would be inadequate. Therefore, Customer agrees that Provider is entitled to seek injunctive relief to protect its rights under the Agreement, in addition to any and all remedies available at law.

18.2 **Export Law Compliance**

Customer will be responsible for compliance with any local export or other law and any other applicable export control rules, regulations, directives or laws with respect to its use or disposition of the SaaS service and any related technical data and will not export or re-export the SaaS service or any related technical data contrary to such applicable laws and/or regulations.

18.3 **Waiver**

The failure of either Party to require performance by the other Party of any provision hereof shall not constitute a waiver of the provision itself nor the right to require performance thereunder.

18.4 **Assignment**

Customer shall not assign or transfer the Agreement or delegate any of its rights, duties or obligations hereunder without the prior written consent of Provider, which consent shall not unreasonably be withheld.

18.5 **Customer Reference**

Customer agrees (i) that Provider may identify Customer as a recipient of Service and use Customer’s name and logo in sales presentations, and with prior Customer approval in marketing materials and press releases, and (ii) with prior Customer approval to develop a

brief customer profile for use by Provider for promotional purposes on any websites owned and/or controlled by Provider.

18.6 **Notices**

All notices, consents, waivers and other communications under the Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt); (ii) sent by a facsimile (with written confirmation of receipt), provided that a copy is also promptly mailed by registered mail, return receipt requested; or (iii) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), or by registered of certified mail, return receipt requested, in each case to the appropriate addresses and facsimile numbers as a Party may designate by notice to the other Party.

18.7 **Controlling Law and Dispute Resolution**

The Agreement shall exclusively be governed by, and construed in accordance with, the laws of The Netherlands. Any dispute, claim or controversy arising out of or in connection with the Agreement that cannot be settled amicably by the Parties, shall be settled by the competent Dutch court of Overijssel, location Almelo, the Netherlands.

18.8 **Severability**

In the event that any provision of the Agreement shall be unenforceable or invalid, such unenforceability shall not render the Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or court decisions, provided, however, if the provision rendered unenforceable or invalid shall substantially destroy or impair the bargain represented in the Agreement, the Agreement shall be deemed to be terminated.

18.9 **Entire Agreement**

The Agreement constitutes the entire agreement between the Parties with respect to the use of the SaaS service and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to the Agreement made by Customer will be binding unless in writing and signed by Provider.

18.10 **Amendments**

Only Provider is authorized to make a change to the service, a change in (the performance of) the agreement or a change in the performance of the processing agreement. A change to the service is understood to mean a substantial change. Provider shall inform the Customer of the change as soon as possible and the Customer has the right to object within 4 weeks. Contrary to the foregoing, Provider may, implement improvements for example with regard to adequate security of the service. The Customer cannot object to this. Provider shall inform the Customer of the change as soon as possible.

Appendix: Data Processing Agreement (DPA)

This appendix forms an addition to the SaaS Conditions (part of the Agreement) as agreed upon by SelfGuide B.V., in the role of "Processor", and Customer, in the role of "Controller". This appendix supersedes any arrangements previously made between the Parties with regard to the Processing of Personal Data.

The agreement between Processor and Controller applies to the Processing operation performed by Processor on the basis of the underlying assignment issued by Controller. The agreement refers to the specific service that provides the use of SelfGuide hosted by Processor.

The agreement and this corresponding appendix bind both parties at the time of signing and confirms the mutual rights and obligations of both parties.

When a term is capitalized it refers to the meaning of the definition set out in Article 4 of the GDPR.

Article 1 Parties roles

Processor shall be regarded as Processor because of the performance of the underlying assignment and in respect of the Personal Data that Processor will process. The Controller shall be regarded as Controller.

Article 2 Purpose limitation

2.1 The Controller assigns and instructs the Processor to process the Personal Data on behalf of the Controller.

2.2 Processor shall process Controller data only in accordance with Controllers documented instructions as set forth in this Data Processing Agreement (hereafter DPA). Processor shall only process the Personal Data of Controller to the extent that the Processing is necessary for the performance of the agreement, never for its own benefit, for the benefit of Third Parties and/or for advertising and/or other purposes, as the case may be, unless a provision of EU law or Member State law applicable to the Processor obliges the Processor to process. In that case, the Processor shall notify the Controller in writing of this provision prior to Processing, unless such legislation prohibits such notification for important reasons of public interest.

Article 3 Subject matter, terms, Personal Data processed and categories of data subjects

3.1 The different categories of Personal Data processed by Processor are:

- Personal identifiable information (e.g. name, surname, e-mail, ip-address)
- Personal data that the Controller feeds into the product through the use of 'the Recorder' contained within the product.
- Pseudonymized information obtained through the use of the product(s)

The different categories of data subjects are:

- Employees, associates

3.2 Controller is obliged to undertake that the processing of personal data through the Recorder, shall at all times be in compliance with the applicable law, and that he will not process "special category data" in sense of Article 9 GDPR trough the Recorder.

3.3 By using the product(s), telemetry data is processed by Processor about the use of the product(s) as detailed in the SaaS Conditions Article 8.

Article 4 Processor personnel

4.1 Processor shall take reasonable steps to ensure the reliability of any employee or Third Party who may have access to the Personal Data of the Controller. Processor will ensure that access to the Personal Data is strictly limited to those individuals whose access is relevant for the purposes of the agreement or who need access to comply with Applicable Laws in the context of that individual's duties to the contracted Processor. Processor will ensure that all fore mentioned individuals are subject to confidential obligations of professional or statutory nature.

Article 5 Technical and organizational measures

5.1 The Processor will take appropriate technical and organizational measures to ensure a level of security appropriate to the risk, so that the Processing meets the requirements of the GDPR and other applicable laws and regulations concerning the Processing of Personal Data and the protection of the rights of data subjects is guaranteed, , including but not limited to the technical and organizational measures prescribed by the ISO 27001-norms applicable to the organisation of Processor.

5.2 In assessing the appropriate level of security, the Processor shall take into account the state of the art, the newest developments, the cost of implementation, as well as the nature, scope, context and purposes of Processing, and the various risks to the rights and freedoms of individuals in terms of probability and seriousness, especially as a result of the destruction, loss, alteration or unauthorized disclosure of or access to data transmitted, stored or otherwise processed, whether accidentally or unlawfully.

Article 6 Audits

6.1 Controller has the right, no more than once a year, to carry out inspections or to have them carried out by an auditor appointed on a case-by-case basis. The auditor shall assess the Processor's compliance with this DPA in its business operations by means of random checks, of which the Processor will be notified in advance.

6.2 Processor shall allow the Controller to verify compliance with its obligations as provided by article 28 GDPR. The Processor undertakes to give the Controller the necessary information on request and, in particular, to demonstrate the implementation of the technical and organizational measures.

6.3 Evidence of the implementation of such measures, which may not only concern the activities under this DPA, may also be provided by

- current auditor's certificates, reports or excerpts from reports provided by independent bodies (e.g. auditor, data protection officer, IT security department, data protection auditor).

- a suitable certification by IT security or data protection auditing.

6.4 Processor may charge a reasonable fee to the Controller for enabling inspections.

Article 7 Personal Data Breach

7.1 Without unreasonable delay and within 24 hours upon discovering a Personal Data Breach, the Processor shall strive to inform the Controller. The Processor shall inform the Controller via the contact person. The Processor warrants that the information provided, to the best of the Processor's knowledge at that time, is complete, correct, and accurate.

7.2 If it is not possible for the Processor to provide all information from the data breaches form published by the data protection authority simultaneously, the information may be provided to the Controller in stages without unreasonable delay.

7.3 The Processor has adequate policies and procedures in place to ensure that it can:

a. Detect Personal Data Breaches at the earliest possible stage.
b. Inform the Controller of any Personal Data Breach in accordance with article 7.1.
c. Respond adequately and promptly to any Personal Data Breach.
d. Prevent or limit any further unauthorized disclosure, alteration and provision or otherwise unlawful Processing and prevent its recurrence.

7.4 The Processor will refrain from reporting Personal Data Breaches to the Supervisory Authority and/or the affected data subjects, unless expressly requested to do so in writing by the Controller.

Article 8 Data subjects rights

8.1 Processor undertakes to provide cooperation and assistance, as it may be reasonably possible, in order to assist the Controller in responding to data subjects' requests for the exercising of their rights.

8.2 In particular, Processor undertakes to (i) communicate to the Controller any request received by data subjects concerning the exercising of their rights and, if feasible and appropriate, to (ii) enable the Controller to design and deploy all the technical and organizational measures necessary to answer the data subjects' requests.

8.3 Notwithstanding the fact that the Controller bears the responsibility to respond to the data subjects' requests, the Processor can accept to be tasked with the fulfilment of some specific requests, provided that such tasks do not require disproportionate efforts from the Processor and that the Controllers provides detailed instructions in writing.

8.4 Processor may charge a reasonable fee to the Controller for providing cooperation and assistance in responding to data subject’s requests for exercising of their rights.

Article 9 Assistance to the Controller

9.1 The Processor shall provide the Controller with all necessary assistance and cooperation in enforcing the obligations of the Parties under the GDPR and other applicable laws and regulations concerning the Processing of Personal Data. To the extent that such assistance relates to the Processing of Personal Data for the purpose of the performance of the agreement, the Processor shall in any event provide the Controller with such assistance relating to:

a. The security of Personal Data.
b. Performing checks and audits.
c. Performing DPIAs.
d. Prior consultation with the Supervisory Authority.
e. Responding to requests from the Supervisory Authority or another government body.
f. Responding to requests from data subjects.
g. Reporting Personal Data Breaches.

9.2 Processor may charge the Controller a reasonable fee for support services which are not included in the description of the services, and which are not attributable to the Processor's misconduct, mistakes or infringements.

Article 10 Transfer of Personal Data

10.1 Both parties mutually acknowledge and agree that the data processing activities under this agreement will not take place outside of the European Economic Area, unless the respective data-export is legitimized under the GDPR.

Article 11 Sub-processors

11.1 Processor may engage or replace a Sub-processor for the performance of Processor's Processing of Personal Data under the DPA.

11.2 The Processor shall inform, in writing, the Controller in the event of changing Sub-processors no later than one (1) month prior to intended changes regarding the addition, replacement or removal of Sub-processors whereby the Controller shall be given the opportunity to object to these changes in writing within one (1) month after the Controller has been informed by the Processor of the intended change.

11.3 The Controller is entitled to terminate the agreement if they can't come to an agreement on the change of a Sub-processor.

11.4 Processor shall enter into a written agreement with each Sub-processor containing data protection obligations that provide, at minimum, the same level of protection for Controller data as set in this DPA, to the extent applicable to the nature of the service provided by such Sub-processor.

11.5 The Sub-processors engaged by the Processor in the performance of the DPA are:

- Microsoft Ireland Operations Ltd
- Mailjet SAS
- Amazon Web Services EMEA SARL
- Algolia SAS

The Controller has given the Processor general permission to engage these Sub-processors

Article 12 Cooperation with Supervisory Authorities

12.1 The Controller and the Processor shall cooperate, on request, with the Supervisory Authority. The Controller shall be informed immediately of any inspections and measures executed by the Supervisory Authority, insofar as they relate to the activities under this DPA.

Article 13 Retention period of Personal Data

13.1 Processor does not store Personal Data that are processed longer than is necessary for the aforementioned purposes of data Processing or on the basis of laws and regulations (with due observance of the retention periods resting on us).

Article 14 Liability

14.1 Each party to this DPA commits to indemnify the other party for damages or expenses resulting from its own culpable infringement of this DPA and/or the applicable law, including any culpable infringement committed by its legal Representative, subcontractors, employees or any other agents. Furthermore, each party commits to indemnify the other party against any claim exerted by Third Parties due to, or in connection with, any culpable infringement by the respectively other party.

14.2 Each Party is obliged to inform the other Party without undue delay of any (possible) liability claim or the (possible) imposition of a fine by the Supervisory Authority, both in connection with the DPA. Each Party is obliged in all reasonableness to provide the other Party with information and/or support for the purpose of putting up a defence against a (possible) liability claim or fine as referred to in the previous sentence. The Party providing information and/or support is entitled to charge any reasonable costs in this respect to the other Party; the Parties shall inform each other as much as possible in advance of these costs.

Article 15 Duration and termination

15.1 The duration of the DPA is equal to the duration of the agreement. The DPA cannot be terminated separately from the agreement. Upon termination of the agreement, the DPA ends by operation of law and vice versa.

Article 16 Deletion and return of Personal Data

16.1 Processor shall not create copies or duplicates of the data without the Controllers knowledge and Consent, except for backup copies, insofar as they are necessary for ensuring that data is processed correctly, or the execution of the order, or where the retention of such data is required by law.

16.2 After conclusion of the provision of services, Processor shall, at the Controllers choice, either delete in a data-protection compliant manner or return to the Controller, all the Personal Data collected and processed under this DPA, unless any applicable legal provision requires further storage of the Personal Data.

16.3 In any case Processor may retain, beyond termination of the contract, all the information necessary to demonstrate the compliance of the Processing activities carried out.

16.4 The documentation referred to under point (3) above, shall be stored by Processor in accordance with the applicable retention periods, statutory or otherwise determined. Processor may hand the documentation over to the Controller upon termination of the agreement. In such case, Processor is relieved from any obligation to keep such documentation.

Article 17 Applicable law and dispute resolution

17.1 The DPA and its performance are exclusively governed by Dutch law.

17.2 Any dispute, claim or controversy arising out of or in connection with the DPA that cannot be settled amicably by the Parties, shall be settled by the competent court as detailed in SaaS Conditions article 18.7.

Article 18 Data Protection Officer

18.1 Processor is not required to appoint a Data Protection Officer. Processor can be contacted regarding the DPA by e-mail at privacy@selfguide.com.