DATA PROCESSING AGREEMENT

PARTIES:

1. **Scan Sys B.V.**, a private limited liability company, having its registered office in Nootdorp and registered with the Trade Register under number 27165396 (hereinafter: the Supplier); and
2. **Name**, <legal form>, having its registered office in MailingCity and registered with the Trade Register under number _____ (hereinafter: the Customer).

The Customer and the Supplier are hereinafter jointly also referred to as the Parties and individually as a Party.

RECITALS:

A. The Parties have entered into an agreement (the Agreement) relating to the provision by the Supplier of software, or access to software, to the Customer (the Services).

B. In the context of the Services, the Supplier will process Personal Data in respect of which the Customer is the Controller.

C. The Parties wish to record the Data Processing Agreement in writing in this agreement.

AGREEMENT:

1. Introduction

1.1 Terms such as controller, processor, personal data, processing, data subject and data protection impact assessment are also used in the general terms and conditions within the meaning assigned to them in the General Data Protection Regulation (hereinafter: GDPR).

1.2 The provisions included in this data processing agreement (the Data Processing Agreement) apply if and insofar as the Supplier, in the context of the Services, processes in any manner whatsoever Personal Data in respect of which the Customer is the Controller.

1.3 The appendices to this Data Processing Agreement form an inseparable part of this Data Processing Agreement.

2. Principles of the Processing

2.1 The Supplier will process the Personal Data properly and with due care, in accordance with this Data Processing Agreement and in accordance with the GDPR and/or other applicable laws and regulations concerning the protection of Personal

Data, if such rules prescribe a higher level of protection for the Personal Data than the GDPR. The Parties will provide each other in a timely manner with all information required to enable proper compliance with the GDPR.

2.2 The Customer will remain the entitled party in respect of the Personal Data provided by the Customer to the Supplier for processing. The Supplier is not obliged to verify the accuracy and completeness of the information or Personal Data provided and is not liable for the consequences of the use of incorrect and/or incomplete information or Personal Data provided by the Customer.

3. Subject Matter

3.1 As the Controller, the Customer is the party that, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

3.2 As the Processor, the Supplier is the party that processes Personal Data on behalf of the Customer without being subject to the Customer's direct authority.

3.3 The Supplier will process the Personal Data on behalf of the Customer in accordance with the Agreement and this Data Processing Agreement. The purpose and the type of Personal Data to be processed are included in Appendix I. The applicable security measures used by the Supplier, which the Customer confirms are adequate, are described on the Supplier's website, www.scansys.eu, under the Privacy Policy. The details of sub-processors are also described there.

3.4 In the event that a provision of this Data Processing Agreement conflicts with a provision of another part of the Agreement, the provisions of the Data Processing Agreement will prevail.

4. Processing Location

The processing of Personal Data will take place within the European Economic Area.

5. Responsibilities of the Supplier

5.1 The Supplier will process the Personal Data properly and with due care in accordance with this Data Processing Agreement and the obligations of the GDPR.

5.2 The Supplier processes Personal Data in the context of the performance of the Agreement and the written instructions issued by the Customer, unless the Supplier is required, due to another statutory obligation or court order, to process the Personal Data in a manner that conflicts with those instructions. In the latter case, the Supplier will inform the Customer of the statutory obligation or court order.

5.3 The Supplier will only process the Customer's Personal Data for the purposes for which it has been received and in order to comply with the obligations delegated

pursuant to this Data Processing Agreement. The Supplier will not use the Personal Data for any other purposes.

5.4 The Supplier will not disclose the Personal Data to a third party unless such exchange takes place on the instructions of the Customer or otherwise in the context of the performance of the Agreement, or where this is necessary to comply with a statutory obligation or court order.

5.5 The Supplier will not amend, edit or otherwise alter the Personal Data without instructions to do so from the Customer.

5.6 The Supplier will provide its reasonable cooperation with the Customer's obligations to comply with requests from a Data Subject relating to his or her rights as stated in the GDPR, including, among other things, the right of access to, rectification or erasure of his or her Personal Data. If the Supplier receives a request or objection from a Data Subject, or another third party authorised to do so, the Supplier will immediately forward it to the Customer. The Supplier will take no further action in respect thereof other than on the Customer's instructions. The Customer will reimburse the Supplier for the reasonable costs of its cooperation.

5.7 The Supplier will maintain a record of all categories of processing activities carried out on behalf of the Customer in accordance with the requirements stated in the GDPR. The Supplier will provide the Customer with all relevant information in this respect.

5.8 The Supplier will support the Customer in complying with its statutory information obligations towards a supervisory authority or Data Subjects and, where necessary and insofar as it concerns the Supplier's technology, provide assistance with the performance of a data protection impact assessment. The Customer will reimburse the Supplier for the reasonable costs resulting from such assistance.

6. Responsibilities of the Customer

6.1 The Customer is responsible for the lawfulness of the processing and compliance with statutory requirements concerning the protection of Personal Data, including, but not limited to, the protection of the rights of Data Subjects.

6.2 The Customer alone is responsible for determining the purpose and means of the processing of the Personal Data.

6.3 The Customer is responsible for informing Data Subjects and safeguarding the rights that Data Subjects may exercise under the GDPR and other applicable privacy laws and regulations, and for communication with Data Subjects.

6.4 The Customer guarantees that the Personal Data is accurate, relevant and not excessive in view of the purposes for which the Personal Data is or will be further processed.

6.5 The Customer is obliged to make all information required by the Supplier for the processing available in a timely manner.

6.6 The Customer is responsible and liable, both between the Parties and towards Data Subjects and the supervisory authority, for ensuring a valid legal basis for the processing and will indemnify the Supplier against any claim or complaint arising from the Supplier's actions insofar as those actions result from the Customer's instructions.

7. Sub-Processors

The Supplier may not engage a sub-processor without the Customer's prior written consent. The Customer may refuse such consent or make it subject to conditions. The Supplier will remain fully liable for compliance with the Data Processing Agreement by the sub-processor engaged.

8. Security and Breaches

8.1 The Supplier will take technical and organisational security measures to ensure the availability, integrity and confidentiality of Personal Data and to protect it against loss or unlawful processing. The technical and organisational security measures will at all times be described on the Supplier's website, www.scansys.eu, under the Privacy Policy, and will at least comply with the generally accepted security standards applicable thereto. The Customer acknowledges that it considers the arrangements sufficient for the appropriate security of the Personal Data in accordance with the GDPR. The Parties acknowledge that, despite all security measures taken, incidents can never be completely excluded.

8.2 The Supplier will notify the Customer of a Personal Data breach without undue delay, but no later than 48 hours after its discovery. In doing so, the Supplier will provide all relevant information concerning the nature of the breach, the Personal Data affected, the expected consequences and the measures taken or proposed, hereinafter referred to as the Breach.

8.3 The notification referred to in Article 8.3 will be made to the Customer's permanent contact person in the manner described on the Supplier's website, www.scansys.eu, under the Privacy Policy. It will include at least:

a. the nature of the Breach, where possible specifying the categories of Data Subjects and Personal Data records concerned and the approximate number of Data Subjects and Personal Data records concerned;

b. the name and contact details of the designated employee of the Supplier from whom further information can be obtained;

c. a description of the likely consequences of the Breach;

d. the measures taken or proposed by the Supplier to address the Breach, including, where appropriate, measures to mitigate its possible adverse effects.

8.4 In the event of a Breach, the Supplier will support the Customer in complying with the statutory information obligations towards a supervisory authority or Data Subjects. The Supplier may charge the Customer for the costs it incurs in this context, unless the Breach was demonstrably caused by an attributable failure on the part of the Supplier.

9. Additional Confidentiality Provisions

9.1 The Supplier will keep confidential the Personal Data it processes in the context of the performance of the Agreement and will take all necessary measures to ensure the confidentiality of the Personal Data. The Supplier will also impose the confidentiality obligation on its personnel and all persons engaged by it who have access to Personal Data.

9.2 The confidentiality obligation referred to in this article does not apply if the Customer has expressly given written consent to disclose the Personal Data to a third party, or if a statutory obligation or court order requires the Personal Data to be disclosed to a third party.

10. Audit

10.1 The Supplier will enable the Customer to audit, or have independent auditors audit, the Supplier's compliance with the obligations stated in this Data Processing Agreement, at the Customer's expense, without using or inspecting the Supplier's confidential information and without disrupting the Supplier's work processes.

10.2 If the audit demonstrates that the Supplier does not comply with its material obligations under the Data Processing Agreement, the Supplier will cease and/or remedy the demonstrated deficiencies as soon as reasonably possible. In such a case, the Supplier will also bear the reasonable and demonstrable costs incurred for the audit.

10.3 The audit will take place no more than once per year unless the Customer has reasonable indications that the Supplier is not complying with its obligations under this Data Processing Agreement. The Supplier will provide the Customer with all data and information that the Customer reasonably requires for the audit.

10.4 In the event of an investigation by a supervisory authority, the Supplier will provide all reasonable cooperation and inform the Customer as soon as possible.

10.5 The Supplier will designate a person to act as a contact person who will assist the Customer in fulfilling disclosure obligations arising from the processing, and the Supplier will inform the Customer of the contact details of the contact person.

10.6 The Supplier is entitled to reimbursement of the reasonable costs of its cooperation with an audit as referred to in this article, except where paragraph 2 applies.

11. Amendments

11.1 In the event of changes to obligations under the Agreement that may have material consequences for the processing activities, the Supplier will send a notification, which may be an email, to the Customer's permanent contact person containing the proposed amendments to this Data Processing Agreement. The Customer will communicate any objections, solely in relation to material amendments, within 30 days after receipt of the notification. If the Customer does not communicate an objection, the Customer will be deemed to have accepted the amendments and the new version will apply from the stated effective date.

11.2 Without prejudice to the provisions of the previous paragraph, the Supplier may from time to time make amendments of minor importance to the appendices that do not affect the overall purport of the Data Processing Agreement. These amendments will be communicated to the Customer, which may also take place by email, stating the version number and effective date of the new version.

12. Liability

The Supplier is only liable for direct damage resulting from an attributable failure to comply with this Data Processing Agreement. Direct damage is understood exclusively to mean:

- Costs incurred to establish the damage and its cause;
- Costs incurred to bring the defective performance into compliance with the Data Processing Agreement.

The Supplier will never be liable for indirect damage, including consequential damage, loss of profit, business losses, loss of data or reputational damage.

13. Term and Termination

13.1 This Data Processing Agreement applies from the date of the Agreement and will remain in force for at least the entire duration of the Agreement.

13.2 If the Customer has not indicated within a period of thirty (30) days after termination of the Agreement that it wishes the aforementioned transfer of the Personal Data to take place, the Supplier will be entitled to immediately remove and destroy from its systems, without prior notice, the Personal Data stored and processed using the cloud service.

On behalf of Scan Sys B.V.

Name:

Title:

Date:

On behalf of Name

Name:

Title:

Date:

APPENDIX I – LIST OF PARTIES

Controller(s)

- **Name:** [Name of the Customer]
- **Contact details:** [Address, telephone number, email address]
- **Data Protection Officer, if applicable:** [Name and contact details]

Processor(s)

- **Name:** Scan Sys B.V.
- **Contact details:**
  Hofweg 25, 2631 XD Nootdorp
  015 - 3102040
  info@scansys.nl

APPENDIX II – DESCRIPTION OF THE PROCESSING

Purpose of the Processing

Scan Sys processes Personal Data exclusively for the following purposes:

- Hosting Personal Data in the context of software services;
- Communicating about Customer environments and providing information about changes to the application;

- Reporting security incidents to the Customer;
- IT support and remote support activities.

Categories of Data Subjects

The following categories of Data Subjects fall within the processing:

- Employees of the Customer;
- Customers and contact persons of the Customer;
- Suppliers and contact persons of the Customer.

Categories of Personal Data Processed

Scan Sys processes the following categories of Personal Data:

- Name;
- Business email address;
- Contact details, including address and telephone number;
- Invoice information, such as name and address where included on invoices.

Nature of the Processing

The processing includes the storage, consultation and incidental transfer of Personal Data in the context of the agreed services. No automated decision-making or profiling takes place on the basis of the Personal Data processed.

Security Measures

Scan Sys takes appropriate technical and organisational security measures to ensure the availability, integrity and confidentiality of the Personal Data. Further information concerning these measures is available on the Scan Sys website under the Privacy Policy.

Duration of the Processing

Personal Data will be processed for the duration of the Agreement. Following termination of the Agreement, the Personal Data will be deleted or anonymised in accordance with the arrangements in the Data Processing Agreement.

Sub-Processors

If Scan Sys engages sub-processors, they will be listed on the Scan Sys website under the Privacy Policy. Sub-processors will only be engaged with the Customer's prior written consent.

Amendments and Additional Processing Activities

If additional Personal Data is processed or the processing changes, the Customer must notify Scan Sys thereof in writing. Scan Sys will evaluate these changes and, where necessary, amend the Data Processing Agreement.