

General Terms and Conditions BRIGHT Software

1. Applicability of these Terms and Conditions

- 1.1 These General Terms and Conditions apply to all offers and price quotations drawn up by BRIGHT Software B.V., registered at Diessen, Deusonelaan 15, 5087 AL, registered with the Chamber of Commerce under number 18046765, referred to hereinbelow as: "BRIGHT Software" and to all agreements concluded between BRIGHT Software and Customer.
- 1.2 The applicability of any terms and conditions used by Customer is expressly rejected.
- 1.3 If so desired the parties may deviate in the Agreement from the provisions of these General Terms and Conditions. The provisions of the Agreement will supersede the provisions of the General Terms and Conditions. Any deviations agreed shall apply to the Agreement only and not to any future orders.
- 1.4 In case one of the provisions of these General Terms and Conditions is void or declared invalid the remaining provisions of these General Terms and Conditions will remain in full force and effect.
- 1.5 BRIGHT Software has the right to modify the General Terms and Conditions.

2. Offers / price quotations

- 2.1 All offers and price quotations are free of engagement and are based upon the information provided with the request for the offer.
- 2.2 All offers are valid for 30 days of the date of the offer unless otherwise indicated.
- 2.3 All information provided by BRIGHT Software in print, brochures and such are subject to modification. No rights may be derived from the content matter thereof.

3. Agreements

- 3.1 An Agreement is concluded by means of (electronic) transmission of the order confirmation by BRIGHT Software.
- 3.2 If, for whatever reason, the (electronic) order confirmation has not been transmitted, provision of services and/or delivery of goods by BRIGHT Software with the consent of Customer shall be considered acceptance of an Agreement and its Appendices by Customer. Supplementation to and modification of the Agreement shall take place in writing only.

4. Prices

- 4.1. All prices and rates are expressed in euro and are exclusive of turnover tax ('BTW') and any other charges levied by the authorities.
- 4.2 In case of an Agreement under which Customer is obliged to pay amounts that become due periodically BRIGHT Software will have the right to modify the prices and rates that apply by means of a written notice to be sent at least three months in advance.
- 4.3 BRIGHT Software will have the right to modify the prices and rates agreed by means of a written notice to be sent to Customer in all those cases in which, according to the planning or the Agreement concerned, performance must take place at a point in time at least three months after the date of such notification. In case Customer does not wish to approve a modification of prices and rates as indicated by BRIGHT Software as referred to above Customer will have the right to terminate the Agreement in writing within seven business days of the notification referred to in the paragraphs above, taking effect on the date referred to in the notification of BRIGHT Software on which the modification of the price or rate would become effective or to cancel the Agreement.

General Terms and Conditions BRIGHT Software

5. Invoicing

- 5.1 In case of Agreements concerning services to be performed and/or products to be supplied invoicing will take place in instalments as specified in the Agreement concerned. The instalments will be charged on the basis of work and/or services performed.

6. Payment

- 6.1 Payment must take place in full, without any deductions, discounts or setoff, within 14 days of invoice date unless otherwise agreed in writing.
- 6.2 BRIGHT Software has the right to demand such security as it deems sufficient before proceeding to delivery or continuing delivery or performing work or services. This provision shall also apply in case a credit has been stipulated. Refusal on the part of Customer to provide the security demanded will give BRIGHT Software the right to consider the Agreement terminated, without prejudice to its right to compensation of costs, operating damage and loss of profit.
- 6.3 A demand for payment of the entire amount due will in any case become due immediately in the event of payment of an instalment agreed at a later date than the due date and in case of bankruptcy, suspension of payment, the appointment of an administrator, if the Debt Rescheduling Act (Natural Persons) is applied to Customer, if goods or claims of Customer are attached, in case of Customer's death, or in case Customer is a legal entity, its dissolution or liquidation. In case Customer does not settle any amounts due within the term agreed Customer shall be in default by operation of the law and shall be obliged to pay interest from the due date in the amount of 1% per (part of a) month of the (still) outstanding amount. In case no payment has been received after expiry of the above, subsequent term of payment, Customer shall also be obliged to compensate all judicial and extrajudicial costs of collection. The extrajudicial costs of collection are fixed by the parties at a minimum of 15% of the principal amount increased by any interest on account of late payment already due, with a minimum of €250,-

7. Liability

- 7.1 The liability of BRIGHT Software is expressly limited to performance of its obligations under warranty as referred to in the article 'Warranty'. Any claim resulting from operating damage and/or other forms of indirect or consequential damage and any damage resulting from loss of electronic data and information or voluntary sharing such data and information with and making it available to any third parties is expressly excluded. Any liability of BRIGHT Software on account of attributable default in the performance of an Agreement will occur only in case Customer declares BRIGHT Software in default immediately, appropriately and in writing, allowing BRIGHT Software a reasonable term to remedy the default, and BRIGHT Software continues its attributable default in performance of its obligations after that term. The notice of default shall contain a description of the default providing as much detail as possible so as to enable BRIGHT Software to adequately respond. Any right to damages is conditional upon Customer notifying BRIGHT Software in writing of the damage as soon as possible after it has first occurred.
- 7.2 Customer indemnifies BRIGHT Software from and against any claims of third parties on account of product liability due to a defect in a product or system that has been supplied to a third party by Customer and that also consisted of equipment, software or other materials supplied by BRIGHT Software, except in case and to the extent that Customer proves that the damage was caused by said equipment, software or other materials. BRIGHT Software is not liable for damage in case Customer fails to take its responsibility or in case Customer has supplied incorrect, defective or incomplete information or materials. In case and to the extent that, despite the above provisions, BRIGHT Software is considered liable by a competent court of law the liability of BRIGHT Software towards Customer, however caused, will in any case be limited

General Terms and Conditions BRIGHT Software

to the invoice amount of the product supplied or service performed at that point in time, with a maximum of € 2500,-. The maximum amounts referred to above do not apply in case and to the extent that damage is caused by intent or gross negligence on the part of BRIGHT Software.

8. Performance of services

- 8.1 Working hours of BRIGHT Software will be adjusted as much as possible to those working hours that apply at Customer's, to the extent that they are between 08:00 and 18:00 h., Saturdays, Sundays and official holidays not included.
- 8.2 For orders to perform work and/or provide services to which a fixed price applies the location at which and working hours during which work is performed shall always be determined by BRIGHT Software. In case of orders on the basis of an hourly rate the working hours and/or location of performance of services may be adjusted by mutual consultation. In that case the hourly rate will be increased by the following surcharges: 50% for overtime on weekdays, 100% on Saturdays, Sundays and official holidays. Travel and accommodation expenses incurred for the performance of work as instructed by Customer at the location will be borne by Customer unless otherwise agreed. BRIGHT Software has the right to engage third parties to perform certain services, without being obliged to notify Customer.

9. Delivery

- 9.1 BRIGHT Software will deliver to Customer and install the software to be developed in accordance with the written specifications, installation only in case it has been agreed in writing that the installation will be performed by BRIGHT Software. In case an acceptance test has been agreed in writing the test period will be fourteen days after delivery or, in case an installation to be performed by BRIGHT Software has been agreed in writing, after completion of the installation.
- 9.2 During the test period Customer is prohibited from using the Software for the purpose of production or operations. The Software will be considered accepted between the parties:
 - a. in case no acceptance test has been agreed between the parties: on delivery or, if an installation performed by BRIGHT Software has been agreed in writing, on completion of the installation or;
 - b. in case an acceptance test has been agreed in writing between the parties: on the first day after the test period, or;
 - c. in case BRIGHT Software has received a test report as referred to in article 9.3 prior to the end of the test period: at the time at which the defects indicated in the test report have been remedied, without prejudice to the existence of defects that will not prevent acceptance as referred to in article 9.3. In deviation of the above – in case Customer uses the Software in any way for production or operational purposes prior to the time of acceptance – the Software shall be considered fully accepted from the commencement of such use. In case it appears during performance of the agreed acceptance test that the Software contains defects that prevent progress of the acceptance test Customer shall inform BRIGHT Software of this in detail in writing, in which case the test period will be suspended until the Software is modified in such a way that the defect has been remedied.
- 9.3 In case it appears during performance of the agreed acceptance test that the Software contains defects, Customer shall inform BRIGHT Software of the defects no later than on the final day of the test period by means of a written, detailed test report. BRIGHT Software will use its best effort in order to remedy the reported defects within a reasonable period of time, for the purpose of which BRIGHT Software will have the right to implement in the Software any temporary solutions, software bypasses or restrictions that avoid any problems.
- 9.4 Acceptance of the Software may not be withheld for reasons other than those in connection with specifications that have been expressly agreed between the parties and on account of the

General Terms and Conditions BRIGHT Software

existence of minor flaws, being flaws that do not reasonably prevent the use of the Software for operational or production purposes, without prejudice to the obligation of BRIGHT Software to remedy any such minor flaws under warranty, where applicable.

- 9.5 In case the Software is supplied and/or tested in phases and/or components, non-acceptance of a certain phase and/or component shall not affect any acceptance of a prior phase and/or component. In case any information and documents necessary for the performance of the order have not been provided to BRIGHT Software in a timely manner BRIGHT Software shall have the right to modify times of delivery as a result of that, this at the discretion of BRIGHT Software, which will be indicated to Customer by BRIGHT Software in writing.

10. Inspection, complaints

- 10.1 Customer is obliged to inspect the products or have them inspected immediately on delivery. Any complaints with respect to any defects found must be reported to BRIGHT Software in writing no later than 8 business days of delivery. After expiry of this term Customer shall be considered to have approved any goods delivered and/or the invoices, after which the right to submit any complaints will have lapsed.

11. Warranty

- 11.1 BRIGHT Software intends to ensure proper operation of the Software developed by BRIGHT Software.
- 11.2 BRIGHT Software guarantees that any system errors that are reproducible by Customer, which are caused only by defects in the Software and occur within 90 days after delivery of the product, are remedied. Defects in the Software must be reported in writing within the above warranty period and within 5 business days after the defect has been determined. After the warranty term and in case of defects reported later than 5 business days after which they first occurred BRIGHT Software is obliged only to intervene against payment of a fee on the basis of the rates that apply at that time. Customer is at all times obliged to give BRIGHT Software the opportunity to remedy any defects. In case of annual maintenance this maintenance will be limited to necessary modifications and support of use for the purpose of correct performance of the Software supplied. Not included are modifications on the basis of preferences of Customer, legal demands and/or otherwise.
- 11.3 Also excluded is loss of usability of the Software due to acts on the part of third parties or changed circumstances. If, after an inspection conducted by BRIGHT Software it appears that defects in the Software developed by BRIGHT Software are not the cause, BRIGHT Software shall have the right to charge to Customer any costs in connection with the inspection.
- 11.4 Terms of warranty used by suppliers of BRIGHT Software shall also apply to Customer. In case of any defect in a product that has been delivered or made available by BRIGHT Software Customer may also directly invoke the above-mentioned terms of warranty of the supplier of the product concerned.
- 11.5 Any obligation under warranty will become void in case Customer modifies or causes modification of the products without the consent of BRIGHT Software and in case the products are not used in accordance with the instructions or directions for use or are used improperly. Services and costs for the purpose of repair outside the scope of this warranty will be charged to Customer by BRIGHT Software according to the rates that apply at that point in time.

12. Risk

- 12.1 The risk in the products supplied or made available by BRIGHT Software will pass to Customer at the time of delivery.

General Terms and Conditions BRIGHT Software

13. Reservation of title, security

- 13.1 Title to the products supplied by BRIGHT Software shall not pass to Customer until after Customer has fulfilled any and all obligations resulting from the Agreement. In case of a failure in the fulfilment of any obligations referred in the previous sentence and in case of bankruptcy, suspension of payment, if the Debt Rescheduling Act (Natural Persons) is applied to Customer, in case of dissolution or liquidation of the enterprise of Customer and in case the property or part of the property of Customer is attached BRIGHT Software will have the right to take back the products supplied subject to reservation of title without any demand or notice of default being required. In such a case the Agreement shall be rescinded without the intervention of a court of law, without prejudice to the right of BRIGHT Software to damages.
- 13.2 Without the written consent of BRIGHT Software Customer shall not, in any way, alienate, encumber or pledge products or place products under the control of third parties in any other way. Customer shall impose the same obligation on its customers, employees and intermediaries. BRIGHT Software will always attach specific conditions to the above consent. In case third parties wish to establish or exercise any rights in respect of the products supplied subject to reservation of title Customer shall be obliged to inform BRIGHT Software of that as soon as possible. As long as reservation of title applies BRIGHT Software will have unrestricted access to the products. Customer shall lend BRIGHT Software any assistance so as to enable BRIGHT Software to exercise the reservation of title as referred to above by repossessing the products.
- 13.3 BRIGHT Software has the right to protect the Software it has developed against duplication, modification or reproduction by means of keys. For that purpose Customer is obliged to lend its assistance to any reasonable precautions which BRIGHT Software intends to take in order to protect its ownership rights with respect to the products and which do not unreasonably affect Customer's normal operation of its business. In case of justified reason to fear that Customer may not or not in a timely manner meet its payment obligations towards BRIGHT Software, either prior to or during the Agreement, BRIGHT Software will have the right to make additional conditions for payment or to suspend performance of its obligations until Customer has actually provided adequate security for the fulfilment of its payment obligations upon request and within the term specified.
- 13.4 BRIGHT Software reserves the right to block Software already supplied in case Customer does not meet its payment and other obligations in a timely manner. In case of default on the part of Customer BRIGHT Software has met its obligation to supply by offering Customer the products against simultaneous payment by Customer.

14. Right of use

- 14.1 In case of delivery of Software developed by BRIGHT Software it will grant Customer and its clients a non-exclusive, non-transferable right of use of one licence for one system at one location for an unspecified term, unless otherwise agreed in a written Agreement between Customer and BRIGHT Software. In case annual maintenance applies, the right of use is extended each year, on condition that Customer pays the fee agreed in a timely manner and in full.

15. Industrial and Intellectual Property Rights

- 15.1 Any Intellectual Property Rights and associated rights including but not limited to copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and related rights as well as rights in knowhow and performances on a par with those rights (hereinbelow: 'Intellectual Property Rights') in connection with the Agreement, including the Software and all documents, hardware, programs, data, information, reports, matrices and other materials –

General Terms and Conditions BRIGHT Software

except to the extent that they originate from Customer, shall vest in BRIGHT Software, its licensors or its suppliers.

- 15.2 Contractor indemnifies Customer from and against damage and costs that are caused by a claim of third parties that the Software would infringe on Intellectual Property Rights of said third parties. This indemnification will lapse in case Customer has modified or changed the Software in any way or uses or used it in a way that differs from the intended use of the Software. Customer is prohibited from selling, leasing, alienating the Software or grant limited rights with respect to the Software or make the Software available to any third party in any way or for whatever purpose. Likewise Customer shall refrain from allowing any third parties any - remote or other - access to the Software in any way and quantity other than has been intended by and agreed in the Order.
- 15.3 BRIGHT Software has the right to implement technical features to protect the Software in connection with an agreed limitation in the content matter or duration of the right of use of these objects. Customer is prohibited from removing or bypassing such technical provisions (or having them removed or bypassed).
- 15.4 Customer is prohibited from changing or removing from the Order, Software, programs, hardware, documents and/or other materials any indications concerning the confidential nature or Intellectual Property Rights concerned.
- 15.5 Unless otherwise agreed in writing and except in case of exceptions provided by mandatory law Customer does not have the right to modify the Software or part thereof and/or order third parties to perform repair services to the Software without the prior written consent of Contractor.
- 15.6 The source code of Software developed by BRIGHT Software is not made available to Customer.
- 15.7 In case Customer, even as a result of negligence, would make a copy of the Software available to third parties Customer shall forfeit a lump sum compensation for damage in the amount of ten times the amount of the Agreement or the purchase invoice under the Agreement. In case Customer trades by selling illegal copies of the Software Customer shall forfeit a lump sum compensation for damage in the amount of € 400.000,- for each violation. The same lump sum compensation for damage will be due in case Customer indirectly trades illegal copies or holds an interest of any size, however minor, in a business that trades illegal copies.

16. Cooperation of Customer

- 16.1 Customer shall at all times lend BRIGHT Software any cooperation, information and data deemed necessary or useful by BRIGHT Software for the purpose of performance of the services or deliveries agreed.
- 16.2 In case it has been agreed that Customer will make available to BRIGHT Software any equipment, materials, information media and/or data on information media, they will meet the specifications indicated to Customer by BRIGHT Software. In case information that is necessary for the performance of an Agreement is not available, not available in a timely manner or not available to BRIGHT Software in accordance with the arrangements made, or in case Customer does not meet its obligations in any other way BRIGHT Software shall have the right to suspend performance of the Agreement. Any additional costs may be charged according to the customary rates of BRIGHT Software.

17. Modifications

- 17.1 BRIGHT Software will positively consider a request to implement modifications, additions and cancellations of services agreed, however, BRIGHT Software cannot be obliged to such implementations.
- 17.2 Consent is given expressly and in writing only. In case a modifications and/or addition results in additional work and additional performance by BRIGHT Software, they will be charged to

General Terms and Conditions BRIGHT Software

Customer in accordance with the rates that apply. In case modifications and/or cancellations result in less work that may lead to a reduction of the price agreed, however, BRIGHT Software reserves the right to charge to Customer any costs incurred, any hours, services and/or products invested that cannot be utilized in a different way. The request for additional services must be announced at the earliest point in time possible but prior to the performance of activities. Customer is considered to have approved of the performance of additional services and the costs thereof. Additional services can never lead to cancellation of the Agreement. Additional services also include implementation of modifications to the specifications after acceptance and the consequences of modification of specifications.

18. Confidentiality

18.1 The parties will observe strict confidentiality with regard to the information of their organizations, the performance of the standard software and custom-made software and any other information. Except after the prior, written consent of the other party either party shall refrain from making available to any third parties any information and data media which it has at its disposal, and will disclose such information and data media to its employees only to the extent as necessary for performance of the services agreed.

18.2 The above duty of confidentiality does not apply to information with respect to which the parties are able to show that:

- i the information was known to third parties;
- ii it concerns generally known information;
- iii disclosure takes place under a statutory obligation.

19. Non-solicitation clause

19.1 During the term of the Agreement and one year following the termination thereof Customer shall in no way – unless after proper consultation on the matter has taken place and only after our written consent – employ employees of BRIGHT Software who have been engaged for the purpose of performance of this Agreement or have such employees perform work for Customer in any other way, whether directly or indirectly. For any violation Customer shall forfeit to BRIGHT Software a penalty that is not subject to mitigation by a court of law and is equal to the highest hourly rate for the time of six months on the basis of a working week of 40 hours.

20. Premature termination, suspension, cancellation

20.1 In case Customer fails to comply, fails to properly comply or fails to comply in a timely manner with any obligation resulting from the Agreement entered into with Customer and these Terms and Conditions, and also in case of bankruptcy, suspension of payment, if the Debt Rescheduling Act (Natural Persons) is applied to Customer, if Customer has lost its freedom of action or part thereof as a result of an attachment or otherwise or his freedom of action is limited, or if it has become clear to us that Customer is not sufficiently solvent, this at our discretion, we shall have the right to cancel the Agreement without court intervention being required or to consider the Agreement cancelled without being liable for any damages and without prejudice to the right to claim from Customer compensation for any damage caused to us.

20.2 Engagement Agreements on the basis of subsequent calculation are subject to a term of notice of 2 months. Engagement Agreements on the basis of a fixed price and fixed completion date cannot be terminated prematurely. Termination shall always take place in writing. Payment obligations of Customer towards BRIGHT Software in connection with services that have already been performed, products and/or services that have already been supplied and/or performed entirely or partly before termination, however, shall survive. Customer has the right to suspend or delay performance for a term not exceeding 6 months after the originally agreed date of

General Terms and Conditions BRIGHT Software

- expiry, provided that Customer concludes a written agreement with BRIGHT Software in which Customer declares to be prepared to pay a financial compensation for the suspension or delay.
- 20.3 BRIGHT Software has the right to suspend performance provided that a delay of a time not exceeding three months after the original expiry date does not give Customer the right to refuse products, services and/or work or to cancel the Agreement or part thereof or claim damages, all this with due observance of the provisions of article 21.

21. Force Majeure

- 21.1 BRIGHT Software has the right to invoke Force Majeure, which includes circumstances preventing performance of the Agreement with Customer, which are beyond the control of BRIGHT Software. Force Majeure includes but is not limited to: strike, company lock-out, shortage of necessary raw materials and other goods or services that are necessary for the performance agreed, delays that could not have been foreseen on the part of suppliers or other third parties on whom BRIGHT Software depends and any other matters and circumstances which are beyond the control of BRIGHT Software.
- 21.2 During Force Majeure the obligation to supply and any other obligations on the part of BRIGHT Software will be suspended. If Force Majeure circumstances continue for more than 90 days, both parties will have the right to terminate the Agreement by means of a written notice without resulting in any liability for damages.
- 21.3 In case BRIGHT Software has already performed in part it shall be entitled to a reasonable compensation of the costs of that performance which it has incurred up to the time at which Force Majeure first occurred.

22. Processing of personal data

- 22.1 On the basis of legislation with respect to processing of personal data (such as the General Data Protection Regulation) Customer is subject to obligations towards third parties, including the obligation to provide information, to allow inspection and to restrict, rectify and erase personal data of data subjects as well as transfer to such personal data to a different controller.
- 22.2 The parties agree that, for the purpose of processing of personal data BRIGHT Software is 'processor' within the meaning of the General Data Protection Regulation and that the responsibility for compliance with those obligations during processing of personal data under the Agreement or otherwise lies with Customer exclusively. With respect to that the provisions in the **Appendix** apply to the processing of personal data.
- 22.3 Customer guarantees toward BRIGHT Software that the processing of personal data will be legitimate and that rights of third parties will not be infringed. Customer indemnifies BRIGHT Software from and against any legal claim brought by third parties for whatever reason in case that claim is in connection with processing of personal data as well as any penalties that are imposed by the Data Protection Authority or any other competent supervisory authorities but are attributable to Customer.

23. Dispute

- 23.1 These General Terms and Conditions and all Agreements between BRIGHT Software and Customer shall be governed by Dutch law; the Vienna Sales Convention is excluded. Any dispute that cannot be resolved by means of consultation between the parties and concerns the conclusion, interpretation or performance of these General Terms and Conditions, any agreement(s) and any other dispute that may arise in connection with these General Terms and Conditions and agreement(s), whether legal or factual, without any exceptions, shall be submitted to the jurisdiction of the competent court of law in the district in which BRIGHT Software is registered.

General Terms and Conditions BRIGHT Software

APPENDIX: PROCESSING OF PERSONAL DATA

In CASE BRIGHT Software processes personal data on behalf of Customer for the purpose of performance of the Agreement, the following provisions apply in addition to the General Terms and Conditions. The following Data Processing Agreement and the provisions contained therein are therefore an integral part of the General Terms and Conditions. The applicability of data processing agreements of Customer is expressly rejected.

Article 1 Data Processing Agreement

This Data Processing Agreement and the General Terms and Conditions are an integral part of any Agreement concerning the provision of services between BRIGHT Software B.V., registered at Diessen, registered with the Chamber of Commerce under number: 18046765 (hereinbelow: “organization”) and its contracting party.

For the purpose of this Data Processing Agreement BRIGHT Software is considered “Processor” and Contracting Party (Customer) is considered “Controller”.

Whereas:

- Controller has concluded an agreement with its customers and Controller wishes to engage Processor for the performance of that agreement;
- Controller and Processor have concluded an Agreement for the purpose of the above;
- For the purpose of performance of the Agreement Processor can in some cases be considered Processor within the meaning of article 4.8 of the General Data Protection Regulation (hereinbelow “GDPR”);
- Controller is considered a Controller within the meaning of article 4.7 of the GDPR;
- Where this Data Processing Agreement refers to personal data, this means personal data within the meaning of article 4.1 of the GDPR;
- Processor is prepared to comply with the obligations concerning protection and other aspects of the GDPR to the extent that such is within the scope of control of Processor;
- the GDPR imposes on Controller the obligation to ensure that Processor takes adequate organizational protection measures with respect to the processing operations to be carried out;
- the GDPR in addition to that imposes on Controller the obligation to monitor compliance with those measures;
- the parties, also in view of the obligation contained in article 28 paragraph 3 of the GDPR, wish to lay down their rights and obligations in writing by means of this Data Processing Agreement (hereinbelow: “Data Processing Agreement”) in which Data Processing Agreement terms from the General Data Protection Regulation are used and said terms will mean the corresponding terms from the GDPR;

Have agreed as follows:

Article 2 Purposes of processing

1. Subject to the provisions of this Data Processing Agreement Processor undertakes to process personal data on behalf of Controller. Processing will take place for the purpose of the Data Processing Agreement exclusively – on the basis of which among other operations data of Controller are hosted and services are provided to Controller – and for those purposes which are reasonably related to those or have been specified and specifically agreed in the Agreement.

General Terms and Conditions BRIGHT Software

2. Processor shall not use the personal data for any other purposes than those determined by Controller. Controller shall inform Processor of the purposes of processing to the extent that they have not yet been specified in this Data Processing Agreement.
3. Processor has no control over the purpose of and means for processing of personal data. Processor shall not make any decisions concerning the receipt and use of the personal data, its transfer to third parties and the duration of storage of personal data.
4. Controller guarantees that it will keep a register of the processing arranged under this Data Processing Agreement.
Controller indemnifies Processor from and against any demands and claims in connection with the failure to correctly comply with this registration duty.

Article 3 Obligations of Processor

1. With respect to the processing operations referred to in article 1. Processor shall ensure that the conditions on the basis of the GDPR under which processing of personal data takes place are complied with.
2. Processor shall inform Controller, at the request of Controller and within a reasonable term, about the measures taken by Processor concerning its obligations under this Data Processing Agreement.
3. Processor shall keep a register of all data categories it processes on behalf of Controller.
4. The obligations of Processor resulting from this Data Processing Agreement shall also apply to those who process personal data under the authority of Processor.
5. Processor shall notify Controller in case, in the opinion of Processor, an instruction given by Controller is in violation of relevant privacy legislation and regulations.
6. Processor shall lend Controller the cooperation necessary if, for the purpose of processing, an assessment of the data protection impact or prior consultation of the Data Protection Authority may be necessary.

Article 4 Transfer of personal data

1. Processor may process the personal data in countries in the European Union. In addition to that Controller authorizes Processor, where applicable, to process personal data in countries outside the European Union, with due observance of the relevant legislation and regulations.
2. Processor shall inform Controller, at its request to that effect, what the country or countries concerned are.

Article 5 Division of responsibility

1. The parties shall ensure that the applicable privacy legislation and regulations are complied with.
2. The authorized processing operations will be carried out by Processor in an automated environment.
3. Processor is solely responsible for the processing of the personal data under this Data Processing Agreement in accordance with the instructions of Controller and under the express (final) responsibility of Controller. Processor is not responsible for any other processing operations of personal data, including in any case but not limited to the collection of personal data by Controller, processing for purposes other than those indicated to Processor by Controller, processing carried out by third parties and/or for other purposes. The responsibility for such processing lies with Controller exclusively.
4. Controller guarantees that the content matter, use and the order to process personal data as referred to in the Data Processing Agreement, is not unlawful and does not infringe on any

General Terms and Conditions BRIGHT Software

rights of third parties, and indemnifies Processor from and against any demands and claims in connection with this.

Article 6 Engagement of third parties or subcontractors

1. Processor shall not engage any other processor (subprocessor) without the written consent of Controller.
2. Controller has the right to object to the engagement of a subprocessor. This objection must be submitted in writing, providing an argumentation, within two weeks.
3. Processor shall unconditionally ensure that those third parties accept in writing to take over the same obligations as those agreed between Controller and Processor. Processor guarantees correct compliance with these obligations by these third parties.

Article 7 Data Protection

1. Processor will make due effort to take appropriate technical and organizational measures with respect to the processing operations of personal data to take place, for the purpose of protection against loss or any form of unlawful processing operations (such as unauthorized access, impairment, modification or transfer of the personal data). At the request of Controller Processor shall provide the information on the security measures that have been taken.
2. Processor does not guarantee that the protection will be effective under any and all circumstances. Processor shall make due effort to ensure that the protection is at a level which is not unreasonable, considering the state of the art, the sensitivity of the personal data and the costs caused by implementation of security measures.
3. Controller will make personal data available to Processor only in case Controller is satisfied that the required security measures have been taken.
4. Controller is responsible for compliance with the measures agreed by the parties.

Article 8 Duty of Notification

1. In case of a security breach and/or data breach (which means: a breach of security of personal data which leads to or a considerable risk of adverse consequences or has adverse consequences for the protection of personal data as referred to in article 33.1 of the GDPR) Processor shall notify Controller of this within 48 hours. Controller shall determine whether or not it will notify the Data Protection Authority and/or Data Subjects. Processor shall to the best of its ability provide complete, correct and accurate information.
2. In case it is required by legislation and/or regulations, Processor shall cooperate with notification of the relevant authorities and any Data Subjects. Controller is responsible for the notification of the relevant authorities.
3. The duty of notification will in any case include a notification that a breach has occurred, and:
 - the (suspected) cause of the breach;
 - the (known and/or at that point in time expected) consequences;
 - the (proposed) solution;
 - the measures that have been taken;
 - contact information for follow-up of the notification;
 - who has been notified (such as Data Subjects themselves, Controller, Data Protection Authority).

General Terms and Conditions BRIGHT Software

Article 9 Handling of requests of Data Subjects

1. In case a Data Subject submits a request concerning his personal data to Processor, Processor will forward the request to Controller and inform Data Subject of this. Controller will then independently handle the request. In case it appears that Controller needs the help of Processor for handling a request of a Data Subject Processor will cooperate with this and may charge costs for its assistance.

Article 10 Secrecy and confidentiality

1. All personal data which Processor receives from Controller and/or collects itself for the purpose of this Data Processing Agreement, are subject to a duty of confidentiality towards third parties. Processor shall not use this information for a purpose other than the purpose for which it has obtained the information unless the information has been formatted in such a way that it cannot be traced back to Data Subjects.
2. This duty of confidentiality does not apply:
 - to the extent that Controller has given its express permission to provide the information to third parties; or
 - in case provision of the information to third parties is logically necessary for the performance of the Principal Agreement or this Data Processing Agreement; and
 - in case of a statutory obligation to provide the information to a third party.

Article 11 Duration and termination

1. The Data Processing Agreement has been entered into for the duration as specified in the Agreement between parties and, failing that, in any case for the duration of the cooperation.
2. The Data Processing Agreement cannot be terminated prematurely.
3. The parties may modify this Data Processing Agreement only by mutual consent.
4. After termination of the Data Processing Agreement Processor will destroy or return the personal data received from Controller; existing copies will be erased after one calendar month, unless otherwise agreed by the parties.

Article 12 Other provisions

1. The Data Processing Agreement and its performance are governed by Dutch law; the Vienna Sales Convention is excluded.
2. All disputes that may arise between the parties in connection with the Data Processing Agreement (except with respect to the Vienna Sales Convention) shall be submitted to the jurisdiction of the competent court of law in the district in which Processor is registered.
3. In case of amendment of privacy legislation the parties will cooperate in order to modify this Data Processing Agreement for the purpose of (continued) compliance with this legislation.
4. Logs and analyses performed by Processor shall constitute conclusive proof, barring proof to the contrary to be furnished by Controller.
5. In case of conflict between various documents or appendices thereto the following order of priority applies:
 - the Agreement;
 - this Data Processing Agreement;
 - the Service Level Agreement and any Appendices;
 - the General Terms and Conditions;
 - any additional conditions.