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DATA PROCESSING AGREEMENT (DPA)

This DATA PROCESSING AGREEMENT constitute an integral part of the MASTER SERVICES AGREEMENT and any other referenced policies and attachments referred to in this agreement and an ORDER FORM.

The ORGANISATION will hereinafter be referred to as “CONTROLLER” and the SUPPLIER will be referred to as “PROCESSOR”. The PROCESSOR and the CONTROLLER will hereinafter collectively and individually be referred to as “PARTIES” and the “PARTY” respectively.

The PARTIES declare that they have agreed as follows:

A. The PROCESSOR provides services on behalf of the CONTROLLER, as described in Annex 1 (Processing of data).
B. The services provided include the processing of PERSONAL DATA, including data concerning health.
C. The PROCESSOR will process the PERSONAL DATA only on documented instructions from the CONTROLLER and will not process it for its own purposes, unless otherwise agreed to in writing by the PARTIES.
D. On 25 May 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council came into force.
E. In this DATA PROCESSING AGREEMENT, the PARTIES wish to record their arrangements regarding the processing of PERSONAL DATA to be carried out as part of the services to be provided by the PROCESSOR.

Article 1. Definitions and references to standards

1.1. Throughout this DATA PROCESSING AGREEMENT the following capitalised terms have the meaning assigned below:

AGREEMENT(S)	The agreements specified in Annex 1 (Processing of data).
CONTROLLER	The controller within the meaning of Article 4.7 of the GDPR.
DATA PROCESSING AGREEMENT	This document including updates and amendments thereto.
DATA SUBJECT	A natural person whose identity has been or can be identified within the meaning of Article 4.1 of the GDPR.
EMPLOYEE	A natural person who works for or at either PARTY and is involved in work that is subject to this DATA PROCESSING AGREEMENT.
GENERAL DATA PROTECTION REGULATION (“GDPR”)	The regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of PERSONAL DATA and on the free movement of such data, and repealing Directive 95/46/EC.
INCIDENT	i) a complaint or request for information by a DATA SUBJECT regarding the processing of PERSONAL DATA by the PROCESSOR; ii) an investigation or confiscation of PERSONAL DATA by government officials or an expectation that such may occur at some point in the future; iii) a PERSONAL DATA breach within the meaning of Article 4.12 of the GDPR; iv) any unauthorised access, removal, damage, loss or any other unlawful act of processing of PERSONAL DATA.
PERSONAL DATA	Any information on a natural person whose identity has been or can be identified within the meaning of Article 4.1 of the GDPR.
PROCESSOR	The processor within the meaning of Article 4.8 of the GDPR.
SUBPROCESSOR	A subcontractor, not being an EMPLOYEE, hired by the PROCESSOR who processes PERSONAL DATA in the context of the AGREEMENT(S).
THIRD PARTY	A third party within the meaning of Article 4.10 of the GDPR.

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1.2. The aforementioned (and other) definitions will be interpreted in a manner consistent with the GDPR and/or as defined in the AGREEMENT(S) specified in Annex 1 (Processing of data).
1.3. Any references to certain standards in this DATA PROCESSING AGREEMENT will always be deemed to refer to the most up-to-date version of the said standard. If the standard concerned is no longer in force, the most up-to-date version of the standard's natural successor must be used instead.

Article 2. Subject of this data processing agreement

2.1. This DATA PROCESSING AGREEMENT relates to the processing of PERSONAL DATA by the PROCESSOR in connection with the performance of the AGREEMENT(S).
2.2. The PARTIES have entered into the AGREEMENT(S) in order to benefit from the expertise of the PROCESSOR in securing and processing PERSONAL DATA for the purposes arising from the AGREEMENT(S) and as further outlined in this DATA PROCESSING AGREEMENT.
2.3. This DATA PROCESSING AGREEMENT forms part of the AGREEMENT(S). In the event of any inconsistencies between provisions set out in this DATA PROCESSING AGREEMENT and in the AGREEMENT(S) entered into between the PARTIES, the provisions of this DATA PROCESSING AGREEMENT will prevail.

Article 3. Data processing

3.1. The PROCESSOR guarantees that it will only process PERSONAL DATA on behalf of the CONTROLLER where:
   a. it is necessary for the performance of the AGREEMENT(S) as specified in Annex 1 (Processing of data); or
   b. the CONTROLLER has provided written instructions to do so.
3.2. Pursuant to the provisions of Article 3.1.a (annex for processing of data), the PROCESSOR will only process the PERSONAL DATA for the purposes as described in said Annex 1 (Processing of data).
3.3. The PROCESSOR will comply with the CONTROLLER's reasonable instructions with regard to the processing of the PERSONAL DATA. If the PROCESSOR observes that instructions constitute a violation of applicable law governing the processing of PERSONAL DATA, the PROCESSOR will not process the PERSONAL DATA and inform the CONTROLLER.
3.4. Without prejudice to the provisions of Article 3.1 (processing personal data), the PROCESSOR will be allowed to process PERSONAL DATA where necessary in order to comply with a statutory provision (including court orders or administrative decisions based thereon), in which case the PROCESSOR will inform the CONTROLLER in advance, unless prohibited by said legislation from notifying the CONTROLLER beforehand for pressing reasons protecting the common good. Where possible, the PROCESSOR will give the CONTROLLER every opportunity to defend itself against such enforced processing and will minimise the extent of the enforced processing to what is strictly necessary.
3.5. The PROCESSOR will demonstrably process the PERSONAL DATA properly and with due care in accordance with the requirements imposed upon it under the GDPR. To that end, the PROCESSOR will at least maintain a record of its processing activities under this DATA PROCESSING AGREEMENT within the meaning of Article 30 of the GDPR and the PROCESSOR will, at first request, provide the CONTROLLER with a copy of that part of the record that relates to the CONTROLLER.
3.6. If the services to be provided by the PROCESSOR imply the processing of medical records or other special categories of PERSONAL DATA, the PROCESSOR will take the local health care legislation into account, provided that the CONTROLLER complies with Article 4 (Obligations on the part of the controller) of this DATA PROCESSING AGREEMENT.
3.7. Unless it has been granted prior explicit written approval to do so by the CONTROLLER, the PROCESSOR will not process PERSONAL DATA or have PERSONAL DATA processed by THIRD PARTIES in countries outside the European Economic Area (hereinafter, "EEA").
3.8. The PROCESSOR will ensure that the EMPLOYEES involved in the processing of PERSONAL DATA have signed the required appropriate confidentiality agreement or are otherwise bound to a duty of confidentiality and will allow the CONTROLLER to inspect said agreements on request.

Article 4. Obligations on the part of the controller

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The CONTROLLER acknowledges that the PROCESSOR is a Dutch company that complies with Dutch regulations (including those on data protection). The CONTROLLER will inform the PROCESSOR in writing of all local regulatory requirements that apply to the processing of the PERSONAL DATA in their jurisdiction and thereby to the activities specified in Annex 1 (Processing of data).

Article 5. Security

5.1. To protect the PERSONAL DATA from loss, unauthorised access, damage or any other form of unlawful processing, and to guarantee the availability of the PERSONAL DATA, the PROCESSOR will demonstrably implement appropriate technical and organisational measures. These measures will take account of the current state of the art, the costs of implementation and the risks associated with it, and in accordance with the nature, scope, context and purposes of processing of the PERSONAL DATA, as specified in Annex 1 (Processing of data). These measures will ensure a level of security of the processing of PERSONAL DATA appropriate to the risk and will include any measures that may be stipulated in the AGREEMENT(S). These measures will include as appropriate:

a. measures to ensure that the PERSONAL DATA can be accessed only by authorised EMPLOYEES and/or SUBPROCESSORS for the purposes specified in Annex 1 (Processing of data);
b. measures involving limitation and monitoring of access to PERSONAL DATA by authorised EMPLOYEES and/or SUBPROCESSORS;
c. measures designed to protect the PERSONAL DATA from unintentional or unlawful destruction, unintentional loss or alteration and unauthorised or unlawful storage, processing, access or disclosure;
d. measures designed to identify vulnerabilities with regard to the processing of PERSONAL DATA in the systems used to provide services to the CONTROLLER;
e. measures designed to guarantee that the PERSONAL DATA remain available;
f. measures designed to guarantee that the PERSONAL DATA processed in the connection of the AGREEMENT(S) is kept separated from the PERSONAL DATA the PROCESSOR processes on its own behalf or for third parties;
g. other measures agreed by the PARTIES, as specified in the CONTROLLER’s Information Security Policy (Annex 2 (Information Security Policy).

5.2. The PROCESSOR's methods demonstrably comply with the requirements of ISO 27001. Furthermore, the PROCESSOR has implemented an appropriate written security policy for the processing of PERSONAL DATA, which outlines the measures specified in Article 5.1 (technical and organisational measures).

5.3. At the CONTROLLER’s request, the PROCESSOR will make the information available that is required to demonstrate that the PROCESSOR has complied with the obligations incumbent upon it as the PROCESSOR under this DATA PROCESSING AGREEMENT. The CONTROLLER is entitled to have the PROCESSOR’s processing activities and processing operations audited up to once per year or if the CONTROLLER reasonably suspects that a PERSONAL DATA breach has occurred as defined in Article 4.12 of the GDPR, with due observance of a prior notice period. The audit will be conducted in consultation with the PROCESSOR at a time and date that impedes the PROCESSOR’s business operations as little as possible. The PROCESSOR will cooperate with such audits carried out by or on behalf of the CONTROLLER. The PROCESSOR will comply with any instructions reasonably given by the CONTROLLER following such audit within a reasonable period of time. The CONTROLLER will pay all costs, fees and expenses related to the audit.

5.4. The PARTIES acknowledge that security requirements are constantly changing and that effective security requires frequent evaluation and regular improvements of outdated security measures. The PROCESSOR will therefore periodically evaluate the measures implemented in accordance with Article 5 (Security), and will update said measures where necessary so as to ensure that the obligations arising from Article 5 (Security) continue to be fulfilled. The preceding provisions do not affect the CONTROLLER's right to enforce additional measures, within reasonable limits and where necessary, to have such measures enforced.

Article 6. Obligation to provide information and incident management

6.1. The PROCESSOR will actively monitor for violations of the security measures and will notify the CONTROLLER about the results of said monitoring in accordance with this Article 6 (Obligation to provide information and incident management).

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6.2. When an INCIDENT occurs or has occurred, the PROCESSOR will alert the CONTROLLER without unreasonable delay (at least within 24 hours) after becoming aware of such an INCIDENT and provide any relevant information about:
   a. the nature of the INCIDENT;
   b. the PERSONAL DATA that was or may have been affected;
   c. the actual and likely consequences of the INCIDENT;
   d. the measures that have been or will be taken to resolve the INCIDENT or to minimise the consequences or damage to the maximum extent possible.

6.3. Without prejudice to the other obligations arising from this Article 6 (Obligation to provide information and incident management), the PROCESSOR will be required to implement any measures it can reasonably be expected to implement in order to undo the damage caused by the INCIDENT as soon as possible or minimise further consequences to the maximum extent possible. The PROCESSOR will consult the CONTROLLER without delay to make further arrangements regarding the foregoing.

6.4. The PROCESSOR will cooperate with the CONTROLLER at all times and will follow the instructions given by the CONTROLLER and enable the CONTROLLER to conduct a proper investigation of the INCIDENT, formulate a proper response to the INCIDENT and take appropriate subsequent steps, including notifying the relevant data protection authorities and/or the DATA SUBJECT as stipulated in Article 6.7 (informing the data subject).

6.5. The PROCESSOR will at all times have written procedural guidelines to hand that let it furnish the CONTROLLER with an immediate response to the INCIDENT and collaborate with the CONTROLLER effectively in order to handle the INCIDENT. The PROCESSOR will provide the CONTROLLER with a copy of such procedural guidelines on request by the CONTROLLER.

6.6. Alerts sent pursuant to Article 6.2 (incidents) will be addressed directly to the CONTROLLER, or, where relevant, to the EMPLOYEES of the CONTROLLER who have been identified in writing by the CONTROLLER during the term of this DATA PROCESSING AGREEMENT. It is the CONTROLLER's responsibility to ensure the PROCESSOR always has up-to-date contact details. The CONTROLLER provides contact details when the AGREEMENT(S) are first concluded and communicates changes in good time.

6.7. The PROCESSOR is not allowed to provide DATA SUBJECTS or any other third parties with information about INCIDENTS, except in cases where the PROCESSOR is legally required to do so or where the PARTIES have otherwise agreed to do so.

6.8. If and insofar as the PARTIES have agreed that the PROCESSOR will maintain direct contact with the authorities or any other third parties with regard to an INCIDENT, the PROCESSOR will keep the CONTROLLER updated about these contacts at all times.

Article 7. Assistance and cooperating with the controller

7.1. Under the GDPR and other relevant privacy legislation, the DATA SUBJECT has certain rights. The PROCESSOR will cooperate fully with the CONTROLLER to ensure that the CONTROLLER can fulfil its obligations arising from these rights.

7.2. The PROCESSOR will forward any complaint or request made by a DATA SUBJECT with regard to the processing of PERSONAL DATA to the CONTROLLER without delay.

7.3. The PROCESSOR will provide the CONTROLLER with any relevant information regarding aspects of the way in which it has processed the PERSONAL DATA on request by the CONTROLLER, thus allowing the CONTROLLER to demonstrate, partly on the basis of the information provided, that it complies with applicable privacy legislation.

7.4. In addition, the PROCESSOR will provide the CONTROLLER, on request by the CONTROLLER, with any support required to help it fulfil the legal obligations it has under the applicable privacy legislation (such as the performance of a privacy impact assessment).

Article 8. Engaging subprocessors

8.1. The CONTROLLER authorises the PROCESSOR to engage SUBPROCESSORS for the activities related to implementing the AGREEMENT(S) as specified in Annex 1 (Processing of data). The PROCESSOR will inform the CONTROLLER of any actual or envisaged addition or replacement of such SUBPROCESSOR(S). The CONTROLLER may object to these changes in writing within thirty (30) days of being notified of them. If the CONTROLLER does not object, the PROCESSOR is authorised to engage the

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said SUBPROCESSOR. If honouring the CONTROLLER's objections would affect the continuity or the quality of the services to be provided, the PARTIES will consult with each other. If the PARTIES cannot find a reasonable solution, the PROCESSOR will be entitled to terminate the DATA PROCESSING AGREEMENT and/or AGREEMENT(S) without becoming liable to the CONTROLLER for damage whatsoever.

8.2. If the CONTROLLER agrees to the engagement of a SUBPROCESSOR, the PROCESSOR will impose the same requirements on the SUBPROCESSOR to which it is subject under this DATA PROCESSING AGREEMENT and under legislation, or even stricter requirements. The PROCESSOR will record these arrangements in writing and will ensure that the SUBPROCESSOR complies with them.

8.3. Notwithstanding the CONTROLLER's permission for the engagement of a SUBPROCESSOR who will process PERSONAL DATA on behalf of the PROCESSOR, the PROCESSOR will remain fully liable to the CONTROLLER for the consequences of subcontracting work to a SUBPROCESSOR. If the CONTROLLER agrees to work being subcontracted to a SUBPROCESSOR, this will not alter the fact that the engagement of a SUBPROCESSOR from a country outside the EEA is subject to authorisation, in accordance with Article 3.7 (data processing in the EEA) of this DATA PROCESSING AGREEMENT.

Article 9. Liability, limitations of liability and damage, indemnifications

9.1. The PARTIES will be severally responsible and liable for their own acts.

9.2. The PROCESSOR indemnifies the CONTROLLER and holds the CONTROLLER harmless against all costs, expenses and damages arising from claims or fines imposed by a competent data protection authority incurred by the CONTROLLER and exclusively caused by and arising directly from a breach of the DATA PROCESSING AGREEMENT that is attributable to the PROCESSOR. The CONTROLLER indemnifies the PROCESSOR and holds the PROCESSOR harmless against all costs, expenses and damages arising from claims or fines imposed by a competent data protection authority incurred by the PROCESSOR and exclusively caused by and arising directly from a breach of the DATA PROCESSING AGREEMENT that is attributable to the CONTROLLER. Indemnifications shall not apply if the indemnified PARTY invokes the indemnification while the claims, actions, third party claims, losses, damages and expenses incurred are directly or indirectly due to its own violation of the DATA PROCESSING AGREEMENT and/or applicable data protection laws.

9.3. Any limitations of liability in the AGREEMENT(S) also apply mutatis mutandis to this DATA PROCESSING AGREEMENT.

9.4. Any limitation of liability on the part of the PARTY concerned will lapse in the event of willful misconduct or gross negligence on the part of the PARTY concerned.

9.5. Unless performance by the PROCESSOR is permanently impossible, liability on the part of the PROCESSOR will only arise if the CONTROLLER has given the PROCESSOR immediate proper notice of failure in writing, which notice of failure must include a description of the breached obligation that is as detailed as possible, stating a reasonable term for rectification of the breach, and the PROCESSOR continues to fail to comply with its obligations after that term.

9.6. The PARTIES have an insurance in place for professional and general liability.

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Article 10. Costs

10.1. The costs associated with the processing of information which are inherent in the normal performance of the AGREEMENT(S) shall be deemed to be incorporated into the fees already owed under the AGREEMENT(S).

10.2. The CONTROLLER shall be invoiced for any form of support or any other additional service the PROCESSOR will be required to provide under this DATA PROCESSING AGREEMENT or at the request of the CONTROLLER, including all requests for additional information, at the rates specified in Annex 3 (Specification of rates).

10.3. The preceding provision shall not apply if the duties to be performed are related to a shortcoming attributable to the PROCESSOR under this DATA PROCESSING AGREEMENT. In such cases the duties shall be performed free of charge.

Article 11. Duration and termination

11.1. This DATA PROCESSING AGREEMENT will commence on the EFFECTIVE DATE of an ORDER FORM, and the duration of this DATA PROCESSING AGREEMENT will be identical to the duration of the AGREEMENT(S) mentioned in Annex 1 (Processing of data), including any extensions thereof.

11.2. Termination of the AGREEMENT(S) on any grounds whatsoever (termination/cancellation) will result in this DATA PROCESSING AGREEMENT being terminated on the same grounds (and vice versa), unless otherwise agreed to in writing by the PARTIES.

11.3. Obligations that by their very nature, are meant to continue to apply even after the termination of this DATA PROCESSING AGREEMENT will continue to apply after the termination of this DATA PROCESSING AGREEMENT. Such provisions will include those arising from provisions governing confidentiality, liability, dispute resolution and applicable law.

11.4. Either PARTY will be entitled, without prejudice to the relevant provisions of the AGREEMENT(S), to suspend the performance of this DATA PROCESSING AGREEMENT and the associated AGREEMENT(S), or to cancel it with immediate effect without judicial intervention, in the event that:

a. the other PARTY is dissolved or otherwise ceases to exist;
b. a PARTY has been declared bankrupt or has applied for a suspension of payments;
c. the other PARTY has demonstrably failed in the fulfilment of the obligations arising from this DATA PROCESSING AGREEMENT and has failed to remedy this attributable shortcoming within thirty (30) days of the PARTY being served a written notice of failure to perform.

11.5. Given the extent to which the CONTROLLER is dependent on the PROCESSOR, and given the risk of discontinued business in the event of INCIDENTS and calamities (such as a PARTY going into liquidation), the PROCESSOR hereby declares that it is willing, upon request by the CONTROLLER, to enter into additional agreements with the CONTROLLER in order to minimise the aforementioned risks. Such additional agreements may include (but are not limited to):

a. making of arrangements regarding a periodical restoration to the CONTROLLER or delivery to a THIRD PARTY of the data processed by the PROCESSOR; and/or
b. concluding an agreement, with a THIRD PARTY, to the effect that the THIRD PARTY concerned shall be severally bound to ensure or guarantee the performance of the AGREEMENT(S); and/or
c. concluding a tripartite agreement with a THIRD PARTY to the effect that the THIRD PARTY concerned will have access at all times to all the data required to carry out all or some of the duties to be carried out under the AGREEMENT(S) instead of, or in addition to, the PROCESSOR, possibly on the basis of a new agreement.

11.6. The PROCESSOR will have an exit plan for the fulfilment of any obligations arising from this DATA PROCESSING AGREEMENT, in the event that the AGREEMENT(S) or DATA PROCESSING AGREEMENT is terminated prematurely. The PROCESSOR will provide the CONTROLLER with a copy of the aforementioned plan upon first request.

11.7. The CONTROLLER will be entitled to cancel this DATA PROCESSING AGREEMENT and the AGREEMENT(S) with immediate effect if the PROCESSOR indicates that it is no longer able to meet the reliability requirements to which the processing of the PERSONAL DATA is subject due to developments in the law and/or the administration of justice.

11.8. Each PARTY must inform the other PARTY in good time prior to an intended takeover or a transfer of ownership.

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11.9. Neither PARTY is allowed to assign this DATA PROCESSING AGREEMENT and the rights and obligations arising from this DATA PROCESSING AGREEMENT to a THIRD PARTY without explicit written permission from the other PARTY.

Article 12. Retention and destruction of personal data

12.1. The PROCESSOR will not retain the PERSONAL DATA longer than strictly necessary, which includes the statutory retention period or any retention period agreed upon between the PARTIES, as specified in Annex 1 (Processing of data). Under no circumstances will the PROCESSOR retain the PERSONAL DATA after the termination of this DATA PROCESSING AGREEMENT. It is up to the CONTROLLER to decide if the PERSONAL DATA is to be retained and if so, for how long.

12.2. When this DATA PROCESSING AGREEMENT is terminated or, where applicable, at the end of the agreed retention period, or at the written request of the CONTROLLER, the PROCESSOR will either delete or destroy the PERSONAL DATA or have it destroyed, or return it to the CONTROLLER. At the request of the CONTROLLER, the PROCESSOR will submit evidence of the irrevocable destruction or deletion of the data. If the PERSONAL DATA is to be returned, this will be done electronically in a commonly used, well-structured and documented data format. If the return, irrevocable destruction or deletion is not possible, the PROCESSOR will inform the CONTROLLER. In such cases, the PROCESSOR will treat the PERSONAL DATA confidentiality and not process it any further.

Article 13. Data transfer

The PROCESSOR may not transfer or authorize the transfer of PERSONAL DATA to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the CONTROLLER. If personal data processed under this DATA PROCESSING AGREEMENT is transferred from a country within the European Economic Area to a country outside the European Economic Area, the PARTIES shall ensure that the PERSONAL DATA are adequately protected.

Article 14. Intellectual property rights

If the PERSONAL DATA or the collection thereof is protected by any intellectual property rights, the CONTROLLER will grant the PROCESSOR permission to use the PERSONAL DATA in the performance of this DATA PROCESSING AGREEMENT.

Article 15. General provisions

15.1. This DATA PROCESSING AGREEMENT will be governed by the laws of the Netherlands and the court having exclusive jurisdiction will be the court of Amsterdam.

15.2. This DATA PROCESSING AGREEMENT contains the entire DATA PROCESSING AGREEMENT between the PARTIES relating to its subject matter and replaces and supersedes any previous written or oral agreement between the PARTIES in relation to the matters dealt with in this DATA PROCESSING AGREEMENT.

15.3. Each PARTY has read and fully understands this DATA PROCESSING AGREEMENT and has had an opportunity to review this DATA PROCESSING AGREEMENT with their legal counsel and negotiate its provisions accordingly, this DATA PROCESSING AGREEMENT will not be interpreted or construed in favour of or against either PARTY on the basis of which PARTY initially prepared it.

15.4. If any provision of this DATA PROCESSING AGREEMENT is found to be invalid or unenforceable in any respect, the meaning of such a provision will be interpreted and if no feasible interpretation would save such a provision, then the validity and enforceability of the remaining provisions of this DATA PROCESSING AGREEMENT will in no way be affected or impaired thereby.

15.5. No alteration, amendment, waiver, cancellation or any other change in any of the terms or conditions of this DATA PROCESSING AGREEMENT will be valid or binding on either PARTY unless otherwise agreed to in writing by the PARTIES and signed by an authorised representative of each PARTY. Amendments will be specified in an ORDER FORM.

15.6. The PARTIES will grant, their auditors, and their respective agents reasonable access to their records (including a right to make copies thereof at cost), equipment and premises, and will provide reasonable

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assistance at all times during the term of this DATA PROCESSING AGREEMENT, for the purpose of auditing the other PARTY's compliance with the provisions of this DATA PROCESSING AGREEMENT.

15.7. The failure of either PARTY at any time to enforce at any time any of the provisions of this DATA PROCESSING AGREEMENT, or the failure at any time to require at any time performance by the other PARTY of any of the provisions of this DATA PROCESSING AGREEMENT, will not be construed as a waiver of such provisions, nor will it in any way affect the right of either PARTY to enforce such provisions of this DATA PROCESSING AGREEMENT, or constitute a waiver of any future obligation to comply with such provision.

15.8. Either PARTY may assign this DATA PROCESSING AGREEMENT as part of a corporate reorganisation, consolidation, merger, or sale of all or substantially all of its assets. Except as expressly specified in this DATA PROCESSING AGREEMENT, neither PARTY may otherwise assign its rights or delegate its duties under this DATA PROCESSING AGREEMENT either in whole or in part without the prior written consent of the other PARTY, and any attempted assignment or delegation without such consent will be void.

15.9. Any notice required or permitted to be given by either PARTY under this DATA PROCESSING AGREEMENT must be in writing (which includes e-mail).

15.10. Notwithstanding anything else in this DATA PROCESSING AGREEMENT, no default, delay or failure to perform on the part of either PARTY will be considered a breach of this DATA PROCESSING AGREEMENT in case of an event beyond a PARTY's reasonable control, including but not limited to fire, flood, explosion, riot, war or the engagement of hostilities, terrorism, strike, embargo, labour dispute, government requirement, civil disturbances, civil or military authority and/or inability to secure materials due to a worldwide shortage of components (*force majeure*).

15.11. Those provisions that by their nature are intended to survive termination or expiration of this DATA PROCESSING AGREEMENT will so survive, including Article 3 (Data processing), Article 5 (Security), Article 6 (Obligation to provide information and incident management), Article 7 (Assistance and cooperating with the controller), Article 9 (Liability, limitations of liability and damage), Article 12 (Retention and destruction of personal data), Article 14 (Intellectual property rights), Article 15 (General provisions).

15.12. This DATA PROCESSING AGREEMENT contains the entire understanding of the PARTIES regarding its subject matter and there are no commitments, agreements or understandings between the PARTIES regarding that subject matter other than those expressly specified herein. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the DATA PROCESSING AGREEMENT (2) the MASTER SERVICES AGREEMENT, (3) an applicable ORDER FORM, (4) the applicable SERVICE LEVEL AGREEMENT, and (5) the DOCUMENTATION. This order does not apply if and to the extent a deviation is expressly agreed.

15.13. The PROCESSOR may update or modify this DATA PROCESSING AGREEMENT from time to time, including any referenced policies or other documents and will notify the ORGANISATION of such updates or modifications (for example, by sending an e-mail to the billing or technical contact specified in an ORDER FORM, or in the PRODUCTS itself). If the PROCESSOR modifies this DATA PROCESSING AGREEMENT during a TERM, the modified version will be effective upon the next renewal of a TERM, as applicable. In this case, if the CONTROLLER objects to the updated DATA PROCESSING AGREEMENT, it may, as its exclusive remedy, choose not to renew, which includes cancelling any TERMS set to auto-renew. If the CONTROLLER does not object they automatically accept the updates and/or modifications to the agreements on the renewal of the next TERM.

15.14. A single or partial exercise of any right or remedy under this DATA PROCESSING AGREEMENT by the PARTIES will not preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy. A waiver of any breach of this DATA PROCESSING AGREEMENT by the PARTIES will not be deemed to be a waiver of any subsequent breach.

15.15. All disputes arising out of or in connection with this DATA PROCESSING AGREEMENT which cannot be settled amicably between the PARTIES will be submitted exclusively to the competent court in Amsterdam, the Netherlands, notwithstanding the right of appeal.

15.16. The PARTIES may execute this DATA PROCESSING AGREEMENT in one or more original or facsimile counterparts, each of which will be deemed an original, but all of which together will constitute a single DATA PROCESSING AGREEMENT.

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ANNEX 1. PROCESSING OF DATA

This DATA PROCESSING AGREEMENT constitutes an integral part of the MASTER SERVICES AGREEMENT and any other referenced policies and attachments that govern the CUSTOMER's purchases of and/or the enrolments to the PROCESSOR's SUBSCRIPTIONS and relating services.

This DATA PROCESSING AGREEMENT relates to the following acts of processing of data and PERSONAL DATA:

Agreement	Description of service	Nature of processing	Type of (personal) data	Data subjects	Purpose of processing	Sub-processors*	Retention period
MASTER SERVICES AGREEMENT The processing of the following PERSONAL DATA only applies when using the following SOFTWARE: - Veye Engine - Veye Bridge - Veye Chest; - Veye Lung Nodules; - Veye CAC Scoring	automated analysis of medical images using the SOFTWARE to detect and/or monitor medical abnormalities and return these findings back to the CONTROLLER to support medical specialists in their diagnostic or treatment decision making	automated analysis of medical images using the SOFTWARE	medical image including any patient data attached to it (patient ID, name, date of birth, accession number, scan metadata)	patients undergoing medical imaging diagnostics	supporting medical specialists in reporting, monitoring, diagnosing and/or treating abnormalities detected on medical imaging	AWS and/or GCP,	successfully processed medical images are immediately deleted; the PROCESSOR does not store any back-ups of successfully processed medical images;
		manual error resolution	medical image (pseudonymised)		analysis of ERRORS that occur and improvement of the SOFTWARE including re-testing of future versions	AWS and/or GCP, and/or Zendesk	by default unsuccessfully processed medical images are stored for a period of seven (7) days, or any other number of days that the CONTROLLER configures inside the SOFTWARE themselves, before they are automatically deleted; where necessary, these medical images and related error logs may be downloaded from the PROCESSOR's server by a PROCESSOR's employee for error analysis; upon completion of the error analysis, medical images are either 1) permanently deleted, or 2) irreversibly anonymised for continuous quality testing;
		manual error resolution and invoicing	a unique, pseudonymised, patient identifier		- analysis of errors that occur - invoicing	AWS and/or GCP, and/or Zendesk	the unique ID is kept for a period of 7 years to support error resolution and for invoicing the CONTROLLER; after 7 years this information is permanently deleted from the PROCESSOR's server;
		management and quality reporting	a unique, pseudonymised, patient identifier and aggregated statistics on results that are generated by the SOFTWARE (e.g., number of nodules detected, characterisation, size, growth parameters)	- patients undergoing medical imaging diagnostics - USERS of the SOFTWARE	- quality assurance purposes - for (statistical) analysis on aggregated statistics with the purpose to monitor and evaluate the performance of the SOFTWARE and evaluation of the use of the SOFTWARE	AWS and/or GCP	the data will be stored for the maximum duration of the TERM as specified in the ORDER FORM;
		authentication and authorisation to provide USERS access to the SOFTWARE environment	USER credentials (user name, e-mail)	USERS of the SOFTWARE	authentication and authorisation for use of the SOFTWARE	AWS and/or GCP	the data will be stored for the maximum duration of the TERM as specified in an ORDER FORM or until the USER gets deleted manually either by the CONTROLLER or the PROCESSOR;

* AWS = Amazon Web Services, with data centres in Europe for (non-UK) EU-subscribers, within the UK for UK-subscribers, and within the US for US-customers.
* GCP = Google Cloud Platform, with data centres in Europe for (non-UK) EU-subscribers, within the UK for UK-subscribers, and within the US for US-customers.
* Zendesk = Customer support system, with data centres within the EEA, Switzerland and the US.

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Agreement	Description of service	Nature of processing	Type of (personal) data	Data subjects	Purpose of processing	Sub-processors*	Retention period
MASTER SERVICES AGREEMENT The processing of the following PERSONAL DATA only applies when using the following SOFTWARE: - Veye Reporting	retrieving and amending of (partial) diagnostic reports which are created by the SOFTWARE that detect and/or monitor medical abnormalities in medical images	automated and/or manual analysis and reporting of medical images using the SOFTWARE	- (partial) diagnostic report including any patient data attached to it (patient ID, name, date of birth, accession number, scan metadata) - USER credentials (user name, e-mail)	- patients undergoing medical imaging diagnostics - USERS of the SOFTWARE	supporting medical specialists in reporting, monitoring, diagnosing and/or treating abnormalities detected on medical imaging	AWS and/or GCP	the data, including changes made to the data by the USERS will be stored for the maximum duration of the TERM as specified in the ORDER FORM;
		manual error resolution and invoicing			analysis of errors that occur and for invoicing	AWS and/or GCP, and/or Zendesk	
		management and quality reporting			- quality assurance purposes - for (statistical) analysis on aggregated statistics with the purpose to monitor and evaluate the performance of the SOFTWARE and evaluation of the use of the SOFTWARE - for exporting purposes by the CONTROLLER	AWS and/or GCP, and/or Zendesk	
		authentication and authorisation to provide USERS access to the SOFTWARE environment	USER credentials (user name, e-mail)	USERS of the SOFTWARE	authentication and authorisation for use of the SOFTWARE	AWS and/or GCP	the data, including changes made to the data by the USER, will be stored for the maximum duration of the TERM as specified in an ORDER FORM or until the USER gets deleted manually either by the CONTROLLER or the PROCESSOR;

* AWS = Amazon Web Services, with data centres in Europe for (non-UK) EU-subscribers, within the UK for UK-subscribers, and within the US for US-customers.
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Agreement	Description of service	Nature of processing	Type of (personal) data	Data subjects	Purpose of processing	Sub-processors*	Retention period
MASTER SERVICES AGREEMENT The processing of the following PERSONAL DATA only applies when using the following SOFTWARE: - Veye Clinic	record keeping of clinical follow-up of patients who have undergone medical diagnosis and/or treatment	clinical follow-up management of patients who have undergone medical diagnosis and/or treatment using the SOFTWARE	- (partial) diagnostic report including any patient data attached to it (patient ID, name, date of birth, accession number, scan metadata) - USER credentials (user name, e-mail)	- patients undergoing medical imaging diagnostics - USERS of the SOFTWARE	supporting medical specialists in reporting, monitoring, diagnosing and/or treating patients with (risk of) cancer	AWS and/or GCP	the data, including changes made to the data by the USERS will be stored for the maximum duration of the TERM as specified in the ORDER FORM;
		data aggregation			create statistical reports, only containing non-identifiable personal data, that may be shared with third parties or may be published to report about population health, diagnostic outcomes or treatment efficacy	AWS and/or GCP	- the data, including changes made to the data by the USERS will be stored for the maximum duration of the TERM as specified in the ORDER FORM; - aggregated data and statistical reports will be stored indefinitely;
		manual error resolution and invoicing			- analysis of errors that occur - invoicing	AWS and/or GCP, and/or Zendesk	the data, including changes made to the data by the USERS will be stored for the maximum duration of the TERM as specified in the ORDER FORM;
		management and quality reporting			- quality assurance purposes - for (statistical) analysis on aggregated statistics with the purpose to monitor and evaluate the performance of the SOFTWARE and evaluation of the use of the SOFTWARE - for exporting purposes by the CONTROLLER	AWS and/or GCP	

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		authentication and authorisation to provide USERS access to the SOFTWARE admin environment	USER credentials (user name, e-mail)	USERS of the SOFTWARE	authentication and authorisation for use of the SOFTWARE	AWS and/or GCP	the data, including changes made to the data by the USER, will be stored for the maximum duration of the TERM as specified in an ORDER FORM or until the USER gets deleted manually either by the CONTROLLER or the PROCESSOR;

* AWS = Amazon Web Services, with data centres in Europe for (non-UK) EU-subscribers, within the UK for UK-subscribers, and within the US for US-customers.
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ANNEX 2. INFORMATION SECURITY POLICY

The PROCESSOR has defined an Information Security Policy which can be found at: https://aidence.com/ISP/20210223

ANNEX 3. SPECIFICATION OF RATES

Any form of support or additional services in accordance with Article 10.2 of this DATA PROCESSING AGREEMENT are ADDITIONAL SERVICES as defined in the MASTER SERVICES AGREEMENT. Rates for these ADDITIONAL SERVICES are specified in the ORDER FORM.

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