

TIQ TERMS AND CONDITIONS

This document sets out the terms and conditions that apply to customers of TIQ that wish to use the SaaS time tracking solution provided by TIQ.

1 DEFINITIONS

In the Agreement, words, phrases and abbreviations shall have the meaning commonly attributed to them, unless otherwise assigned to them in the definition list below.

Account	the personal environment of the Customer or User in the Solution, to which they gain access using the Login Credentials.
Agreement	the agreement between the Parties based on the Commercial Agreement, as accepted by the Customer, pursuant to which the Customer and its Users are entitled to use the Solution.
Appendix	an annex to the Agreement, which forms an integral part thereof.
Channels	Third party tools, systems, software and/or services the Solution integrates with, for example through an Integration.
Commercial Agreement	the document by which the Customer is offered the commercial conditions, and in which the Customer indicates its wish to purchase the Solution (specified in Appendix 2).
Customer	the legal entity that entered into the Agreement with TIQ.
Data	all information, content or data collected from, or generated by Customer's use of the Solution.
IP-Rights	all intellectual and industrial property rights, including copyright, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as rights in respect of domain names, trade secrets and know-how and all rights related to intellectual property rights.
Integration	A connection between the Solution and Channels, as a result of which (parts of) these Channels and/or the information processed by Channels for the benefit of Customer are available within the Solution for Customer and/or Users.
Login Credentials	The username, password and any additional security information created by the Customer and Users that allows them to access the Account and use the Solution.
Party/Parties	TIQ and/or Customer.
Service Charge	means the amounts specified in the Commercial Agreement in respect of the use of the Solution.
Solution	The SaaS time tracking solution provided through the TIQ website and the TIQ Application, called Tiq Time, which enables Users to automatically register daily activities.

Statement of Work	Document that outlines the (additional) work or services to be performed by TIQ in relation to the implementation or modification of the Solution (specified in Appendix 3).
Terms and Conditions	These terms and conditions of TIQ, including the Data Processing Agreement, which form an integral part of the Agreement.
TIQ	The private company with limited liability TIQ B.V., having its registered office at Piet Heinkade 55 (1019 GM) Amsterdam, registered in the Commercial Register of the Chamber of Commerce under registration number 61519707.
User	the person who has created Login Credentials via the Customer and can thereby access and use Tiq Time.

2 STRUCTURE AND ORDER OF PRECEDENCE

This Agreement incorporates the following Appendices:

Appendix Number	Appendix Name
Appendix 1	Data Processing Agreement (attached to these Terms and Conditions)
Appendix 2	Commercial Agreement
Appendix 3	Statement of Work

In case of an irreconcilable conflict among the provisions of this Agreement and any of its Appendices or other applicable documents, the following order of precedence applies:

- The Data Processing Agreement; then
- The Commercial Agreement; then
- The Terms and Conditions; then
- The Statement of Work;

APPLICABILITY

- 2.1 The Terms and Conditions apply to all legal acts of TIQ, all legal agreements between the Parties, such as the Agreement, as well as all offers and proposals of TIQ and the use of the Solution by Customer and its Users.
- 2.2 The applicability of Terms and Conditions of Customer is hereby expressly excluded, and such exclusion is accepted and accepted as such by Customer.
- 2.3 If any provision of these Terms and Conditions and/or Agreement is or becomes null and/or void, the remaining provisions of these Terms and Conditions and/or Agreement shall remain in full force and effect. TIQ will replace the void or voided provision(s) by new provisions, taking into account as much as possible the purpose and meaning of the void or voided provision.
- 2.4 TIQ reserves the right to amend or supplement these Terms and Conditions. Amendments shall also apply in respect of Agreements already concluded with due observance of a period of thirty (30) days after notification of the amendment to Customer. If the Customer does not wish to accept an

amendment to these Terms and Conditions, it may, until the date on which the new Terms and Conditions come into force, terminate the Agreement with effect from that date, unless the Parties stipulate that the old version of the Terms and Conditions will continue to apply to Customer.

3 ESTABLISHMENT OF AGREEMENT

- 3.1 All offers and quotations by TIQ, such as the Commercial Agreement, are without obligation, unless the offer expressly states otherwise in writing. In the event that a Commercial Agreement by TIQ is made without obligation, TIQ may still withdraw or amend this Commercial Agreement until immediately after its acceptance by the Customer.
- 3.2 The Agreement is concluded at the moment it is signed by both Parties, or at the moment TIQ has started to perform the services or activities described in the Commercial Agreement or the Statement of Work ("Effective Date"). In the latter case, the Agreement will be deemed to be formed by the agreements that were in place between the Parties at the time TIQ commenced the work, in which case the Parties will make every effort to reach a signed Agreement as soon as possible.
- 3.3 The Customer guarantees the accuracy and completeness of the information provided by or on behalf of it to TIQ on which TIQ bases its Commercial Agreement. The Commercial Agreement is often indicative and actual use and current fees determine the Service Charge. If the information provided by the Customer proves to be incorrect or incomplete, TIQ is entitled to adjust the Service Charge.
- 3.4 Information and Data stated in, catalogues, websites, offers, advertising material and the like are not binding on TIQ, unless expressly stated otherwise in writing. Verbal undertakings, assignments and/or other statements of whatever nature by employees of TIQ are only legally valid and binding if confirmed in writing by authorised representatives of TIQ.
- 3.5 If changes are made to the Agreement, either at the request of Customer or as a result of the fact that, due to whatever circumstances, a different performance is necessary, consultation will take place between the Parties and the results from it will be regarded as additional work. The additional costs associated therewith shall be paid by the Customer in accordance with TIQ's then current rates.
- 3.6 TIQ is not obliged to comply with a request by Customer to perform additional work and may require that a separate, written agreement be concluded for that purpose.

4 THE SOLUTION

- 4.1 Rights, including rights of use, are granted to Customer under the condition that Customer has paid the Service Charge and/or other fees due in full. If the Parties have agreed on a periodic payment obligation of the Customer for the granting of a right of use, Customer shall be entitled to the right of use as long as he fulfils his periodic payment obligation.
- 4.2 TIQ shall use its reasonable efforts to make and keep the Solution available, as well as to remedy defects and malfunctions, and maintain the Solution in accordance with the demands of good workmanship under Dutch law. Unless expressly agreed otherwise in writing, TIQ shall provide the Solution on the basis of an effort obligation ("*Inspanningsverbintenis*").
- 4.3 Delivery deadlines specified by TIQ do not constitute deadlines, unless expressly agreed otherwise in the Agreement. The mere exceeding of a (delivery) term or (completion) date stated by TIQ or agreed between the Parties does not put TIQ in default, nor is TIQ thereby obliged to compensate any form of (delay) damage. In all cases, TIQ shall not be in default on account of exceeding the time limit until Customer has given it written notice of default. The notice of default must contain as complete and detailed a description of the failure as possible, as well as a reasonable period to

remedy the failure.

- 4.4 TIQ does not guarantee that the information provided through the Solution shall be accurate, up to date and complete. The Customer is responsible for delivering and processing correct, complete and adequate information through the Solution. The Customer agrees and understands that any inadequate, incorrect or incomplete information will negatively impact the Solution.
- 4.5 The Customer also accepts that for the hosting and cloud environment of the Solution, the terms and conditions of the relevant supplier apply. Accordingly, TIQ makes no guarantees regarding the proper operation and/or full availability of the Solution nor that all defects and/or malfunctions will be remedied.
- 4.6 The Customer accepts that the Solution only contains the functionalities and other features as found by the Customer and its Users at the time of its use ("as is").
- 4.7 TIQ may, upon prior written notice to Customer, make procedural and technical improvements to the TIQ Application and/or the Service. Changes to the Solution shall be notified to Customer. TIQ will give as much advance notice as possible if it intends to carry out maintenance in respect of the Solution and to carry out such maintenance outside working days, but TIQ reserves the right to carry out such maintenance without prior notice and immediately if required by urgency.
- 4.8 TIQ may make the Solution available using new or modified versions of the underlying software. TIQ will, at its discretion and with or without additional financial terms, make available updates and upgrades to the Solution. However, TIQ is under no obligation to maintain, modify or add certain specific features or functionality of the Solution. TIQ does not warrant that the Solution is always or directly compatible and/or interoperable (upwards or downwards) with the Customer's infrastructure, including but not limited to hardware and/or Channels.
- 4.9 TIQ is not responsible for:
- i. the purchase and/or the proper operation of Customer's infrastructure;
 - ii. any incorrect Data provided by Customer;
 - iii. loss, damage, inaccuracy and/or incompleteness of any Data provided through the Solution as a result of incorrect Data provided by Customer;
 - iv. transmission errors, malfunctions or non-availability of computer, data or telecom facilities, including the internet that are outside TIQ's control;
 - v. any unauthorized use or attempted use of the Solution by Customer;
 - vi. making backup copies of any Data;
 - vii. the management, including checking the settings, the use of the Solution and the manner in which the results of the Solution are used;
 - viii. the use of Channels, Customer is bound by the conditions for use of these third party services. TIQ has no control over, and assumes no responsibility for the information, content, privacy policies, terms and conditions, and/or practices of any of these third party services; or
 - ix. Integrations that are not created by TIQ. Specific agreements on Integrations are set out in the Statement of Work.

5 CUSTOMER OBLIGATIONS

- 5.1 After the conclusion of the Agreement, Customer and its Users obtain access to the Solution by creating an Account and Login Credentials. Any operational use by Users of the Solution implies acceptance thereof by Customer. Customer and its Users themselves are responsible for keeping the Login Credentials confidential. As soon as Customer or a User knows or has reason to suspect that its Login Credentials has come into the hands of unauthorised persons, Customer will notify TIQ immediately, without prejudice to its own obligation to immediately take effective measures itself,

such as, for example, changing the Login Credentials.

- 5.2 Customer accepts and agrees that it is at all times responsible and liable for the use of the Solution by the Customer and its Users. Each and every use of the Solution is at the Customer's own risk and responsibility. TIQ has no knowledge of and/or interference with the Data that is made available by Customer through use of the Solution. Customer is solely responsible and liable for Data it provides. TIQ accepts no responsibility whatsoever for any decisions made by Customer based on the Data in the Solution.
- 5.3 Customer shall ensure that its personnel who perform activities associated with the Solution have received adequate training and have an appropriate level of expertise. Customer shall refrain from performing operational tasks that shall, pursuant to the Agreement, be performed by the authorised personnel of TIQ.
- 5.4 Customer guarantees that the Users will at all times act in accordance with the provisions of these Terms and Conditions and the Agreement. Accordingly, Customer is itself liable for all use made by the Users of the Solution. Customer will take appropriate measures to detect and, if possible, prevent abuse. If necessary, Customer may make available and impose further rules regarding the use of the Solution on the Users.
- 5.5 Customer shall indemnify TIQ against all third-party claims based on the assertion that the use of the Solution by Customer or its Users is unlawful in any way, as well as against all third-party claims resulting from the (alleged) non-compliance with the Agreement and/or the Terms and Conditions by Customer or its Users.
- 5.6 Customer shall facilitate TIQ's performance of its duties, by for example granting TIQ the necessary access, physically and/or electronically in order for TIQ to fulfil its obligations under the Agreement. More detailed requirements in respect of the Customer's participation and technical requirements may be specified in Appendix 1.
- 5.7 The Customer shall do everything that is reasonably necessary and desirable to enable the correct execution of the Agreement, as well as provide all cooperation required and deemed desirable by TIQ for this purpose. In particular, the Customer shall ensure that all Data, hardware, software and other materials which TIQ indicates are necessary or which the Customer should reasonably understand are necessary for the performance of the Agreement are made available to TIQ in a timely manner. Besides that, Customer shall grant TIQ the necessary access, physically and/or electronically, in order for TIQ to fulfil its obligations under the Agreement.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 All IP-Rights in respect of the Solution, including preparatory material and underlying source code, documentation as well as all information (not being: Data) which TIQ makes available to Customer or Users, are vested exclusively in TIQ or its licensor(s).
- 6.2 Subject to Customer complying with its obligations under the Agreement, including in any case its payment obligations, TIQ grants Customer a limited, personal, revocable, non-exclusive and non-transferable right to remotely access and use the Solution and process Data thereon, in accordance with the provisions of the Agreement. Customer is under no circumstances entitled to source codes of the Solution. The Customer is entitled to sublicense this use right to Users by creating (or having created) login credentials. Notwithstanding the foregoing, the Customer shall comply with any third party software license terms applicable to any third party software and equipment made available to

the Customer under this Agreement, and shall indemnify TIQ for and against any loss suffered as a result of a breach of such license terms.

- 6.3 The Solution may be technically secured in order to prevent it from being used for purposes other than those allowed under the Agreement. It is not permitted to circumvent these security measures, save as otherwise prescribed by mandatory law.
- 6.4 It is not permitted to reverse engineer and/or decompile the Solution, save as otherwise prescribed by mandatory law.
- 6.5 Customer may not use the Solution in the following manner:
- i. use the Solution in a way that is contrary to the purpose of the Solution;
 - ii. deliberately use the Solution with a device which contains viruses, Trojan horses, worms, bots or other malicious software that can alter, damage, disable, infect or delete the Solution or make it unavailable or inaccessible;
 - iii. deliberately involve manual or automated software, devices, or other processes to "crawl", "spider" or scrape any TIQ content;
 - iv. infringe any third party's Intellectual Property Rights, privacy rights or any other rights;
 - v. involve any illegal activities or activities that are contrary to morality or public order;
 - vi. deliberately involve false or misleading information; and/or
 - vii. involve otherwise inappropriate use, respectively be harmful to the (commercial) interest of TIQ.

7 OWNERSHIP OF DATA

- 7.1 All IP Rights of Customer and User(s), including, without limitation, IP Rights to the Data, shall remain with such Party.
- 7.2 By using the TIQ Software, the Customer grants TIQ a perpetual, non-revocable, royalty-free, unencumbered, sublicensable, non-exclusive licence to process, use and reproduce the Data to the extent necessary in connection with making the TIQ Software available and/or to conduct research or analysis on pseudonymised Data. Customer warrants that it is entitled to grant this licence to TIQ. This licence shall remain in force after termination of the Agreement, for whatever reason.
- 7.3 Each Party represents that it has sufficient right, title and interest to enter into this Agreement and to grant the license rights as stated in this Section 8. Each Party (the "Indemnifying Party") agrees, at its own expense, to defend the other party (the "Indemnified Party") and hold the Indemnified Party harmless against any suit, claim or proceeding brought against the Indemnified Party alleging that any use, distribution or any other exercise of the rights of the Indemnified Party or its customers of the Indemnifying Party's technology infringes any third party intellectual property rights, provided that the Indemnified Party (i) promptly notifies the Indemnifying Party in writing of any such suit, claim or proceeding; (ii) allows the Indemnifying Party to defend, settle or otherwise dispose of such suit or proceeding and, at its expense, to direct the defense of such suit, claim, or proceeding; (iii) gives the Indemnifying Party sole authority, full information and assistance necessary to defend such suit, claim, or proceeding; and, (iv) does not enter into any settlement of any such suit, claim or proceeding without the Indemnifying Party's written consent.
- 7.4 Customer shall be liable to TIQ for, and fully indemnify TIQ from, all damages and costs suffered or incurred by TIQ as a result of (i) an attributable failure by Customer to comply with the Agreement, (ii) any act of Customer or the Users in using the Solution or (iii) of an unlawful act.

8 FORCE MAJEURE

- 8.1 Neither Party will be obliged to comply with any obligation under the Agreement if it is prevented from doing so as a result of a circumstance that cannot be attributed to its fault, and for which it cannot be held accountable by virtue of the law, a legal act or generally accepted practice

("Overmacht").

- 8.2 In addition to what is understood in law and jurisprudence, force majeure is understood to mean all external causes, foreseen or unforeseen, on which a Party cannot exert influence, but which prevent TIQ from fulfilling its obligations. In particular, force majeure includes; domestic disturbances, synflood, cybercrime, cyberattack, network attack, Denial-of-Service or Distributed Denial of Service-attacks, mobilisation, war, traffic congestion, strike, lockout, business disturbances, failures of telecommunications and/or internet connections, stagnation in supply, fire, flood, import and export impediments and in the event that a Party is unable to deliver by its own suppliers, for whatever reason, as a result of which fulfilment of the Agreement cannot reasonably be demanded from that Party.
- 8.3 The counterparty of the Party in a force majeure situation may suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the Parties will be entitled to dissolve the Agreement, without any obligation to compensate damage to the other Party.

9 PRIVACY AND CONFIDENTIALITY

- 9.1 The Parties, their employees and other parties acting on their behalf are obliged to keep confidential any information concerning the other Party and its products and services that they obtain knowledge of in connection with this Agreement, including but not limited to information about the other Party's administrative, financial or technical matters, as well as any operational and business related matters, including information about the Parties' customers ("Confidential Information").
- 9.2 The confidentiality obligation does not apply to: (i) information that is or becomes generally known or readily available to persons within the circles that normally deal with the kind of information in question; (ii) information that already was in the receiving Party's possession; or (iii) information developed by a Party independently of this Agreement.
- 9.3 A Party may disclose Confidential Information insofar as this is prescribed by law or regulations, pursuant to an order issued by competent authority or to the extent strictly necessary for a Party to exercise its rights or fulfil its obligations under this Agreement.
- 9.4 Confidential Information of the other Party may only be used for the purpose for which the Confidential Information was received, and only to the extent necessary to achieve the purpose.
- 9.5 The confidentiality obligation shall apply during the Term, and for a period of three years thereafter.
- 9.6 The Parties shall take the necessary precautions to prevent third parties from obtaining access to Confidential Information. To the extent that a Party needs to grant sub-suppliers or other third parties access to Confidential Information, the Party in question shall impose a confidentiality obligation on the respective third party, which is at least as strict as the confidentiality obligation to which the Party is subject under this Agreement. If a Party is uncertain whether it needs to give third parties access to Confidential Information, the Party shall first discuss the matter with the other Party.
- 9.7 Parties will at all times comply with applicable legislation and Dutch legal requirements pertaining to Data protection and security, including but not limited to The European General Data Protection Regulation "GDPR" (Regulation (EU) 2016/679) as of 25 May 2018. The processing of personal Data is

specified in the Data Processing Agreement.

10 LIMITATION ON LIABILITY

10.1 The total, aggregate and cumulative liability of TIQ is at all times limited to direct damages, on whatever legal ground, including but not limited to any indemnification obligation and breach of warranty, per calendar year is limited to the amount of Service Charges (excluding VAT) paid by the Customer for the use of the Solution to TIQ in that calendar year.

10.2 By 'direct damages' shall exclusively be understood:

1.1.1 reasonable expenses which Customer would have to incur to have TIQ's performance fulfill this Agreement. However, such loss shall not be compensated, however, if the Customer has terminated this Agreement on the basis of termination for cause ("ontbinding");

1.1.2 reasonable expenses incurred in determining the cause and extent of the loss insofar as such determination relates to any direct damages within the meaning of this Agreement;

1.1.3 reasonable expenses incurred in preventing or reducing damages insofar as Customer proves that such expenses have resulted in a reduction of any direct damages within the meaning of this Article.

10.3 Neither Party shall in any event be liable for any kind of special, indirect, incidental, consequential or punitive damage or loss, cost or expense, including without limitation damage based upon lost goodwill, lost sales or profits, work stoppage, production failure, impairment of other goods, third party claims and loss of data or otherwise, howsoever caused arising out of or as a result of this Agreement (or the termination thereof).

10.4 The said limitations of damages shall not apply in the case of gross negligence and/or wilful misconduct of TIQ.

11 PRICING AND PAYMENT

11.1 For the use of the Solution, Customer shall pay a Service Charge. The amount of this Service Charge is set out in the Commercial Agreement. Unless otherwise indicated, all Service Charges quoted by TIQ are in euros and exclusive of sales tax (VAT) and other government levies.

11.2 The costs of additional work, for e.g. Integrations, will be agreed upon in an Commercial Agreement and/or Statement of Work.

11.3 In case the Customer authorises more Users to use the Solution than agreed upon, TIQ is entitled to retrospectively invoice these additional User costs.

11.4 TIQ is entitled to change the Service Charge for the use of the Solution at any time. TIQ will notify the Customer of this at least 30 days in advance, so that the Parties can reach agreement on the increase. Without prejudice to the foregoing, TIQ is entitled to increase the prices charged in respect of the use of the Solution, for example due to unforeseen costs or changed circumstances and without giving the Customer the right to terminate the Agreement as a result. This right of TIQ is separate from the right to index the prices and rates annually, i.e. to annually adjust the applicable prices to compensate for circumstances such as (but not limited to): i) increase of taxes or other levies and/or government rights, ii) increase of wages, transport costs, supplier purchase prices and/or purchase prices, and iii) inflation.

11.5 Customer will pay the invoices in accordance with the payment terms set forth on the Commercial Agreement. Unless otherwise agreed, the Customer will make payment within thirty (30) days from

the invoice date.

- 11.6 If an invoice is not paid (on time or in full), TIQ will send a reminder to Customer in which Customer is given a further period to still make full payment. If Customer has not paid the outstanding amount within the period stated in the reminder, Customer is in default with regard to that payment obligation. From the moment of default, Customer shall owe default damages on the outstanding amount equal to the statutory commercial interest.
- 11.7 If Customer is in default in respect of a payment obligation, TIQ may assign the claim. In that case, all costs incurred by TIQ, such as litigation costs and extrajudicial and judicial costs, including the costs of legal assistance, bailiffs and collection agencies, incurred in connection with late payments, shall be borne by the Customer. The extrajudicial costs are set at least 10% of the invoice amount with a minimum of EUR 250,- excl. VAT.
- 11.8 Complaints relating to invoices do not suspend the Customer's payment obligations.
- 11.9 TIQ is entitled to suspend the performance of its obligations under the Agreement until Customer has fulfilled all its due obligations.

12 TERM AND TERMINATION

- 12.1 The Agreement is concluded for a period of twentyfour (24) months ('Initial Term'), unless the parties have otherwise agreed in writing in the Commercial Agreement. After the Initial Term, the Agreement will each time automatically be extended by a period of one year ('Extended Term'), unless one of the parties terminates the Agreement in writing while observing a notice period of at least one month before the end of the Initial Term or Extended Term. The Initial Term and the Extended Term(s) are jointly referred to as the "Term".
- 12.2 This Agreement may be terminated in its entirety by either Party with immediate effect, if (i) the other Party has materially breached this Agreement and has failed to cure such breach within 14 days after having received a written notice from the non-breaching Party specifying the nature of such material breach; (ii) the other Party becomes or is insolvent or an order is being made, or a solution is being passed for winding-up or liquidation of such Party, has an administrative receiver or third party appointed of its assets or execution or distress levied upon its assets, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or becomes subject to dissolution or bankruptcy proceedings; or (iii) the performance of the Services in the reasonable opinion of the terminating Party would otherwise contradict any provision of mandatory law or any public order.
- 12.3 Except as provided above, early termination for convenience by either party is excluded.
- 12.4 Upon termination or expiry of this Agreement, each Party shall without undue delay return, destroy or delete any materials, including software and Data, owned by the other Party. The Agreement will remain in force during the notice period, irrespective of the reason for termination.
- 12.5 To provide a Customer-friendly exit management, TIQ will retain the Data stored in the Solution by the Customer and make it available to the Customer for download for a period of one (1) month

after the termination. Afterwards all Data will be irrevocably deleted.

13 MISCELANEOUS

- 13.1 Notices and claims which are required under the Agreement to be presented in writing shall be sent by letter or email to the other Party's appointed representative.
- 13.2 This Agreement shall be governed by Dutch law.
- 13.3 Each Party irrevocably agrees to submit all disputes of whatever nature arising out of or in any way relating to this Agreement (or any matters contemplated under this Agreement) to the exclusive jurisdiction of the Amsterdam court (The Netherlands).

DATA PROCESSING AGREEMENT

In addition to the Agreement:

- TIQ B.V. (“Processor”) provides the Solution as defined in the Agreement, where this Data Processing Agreement is a part of;
- Where the Personal Data Processing is concerned, Customer (“Controller”) classifies as a controller within the meaning of Section 4(7) of the General Data Protection Regulation (Algemene Verordening Gegevensbescherming);
- Where the Personal Data Processing is concerned, the Processor qualifies as a processor within the meaning of Section 4(8) GDPR;
- The Parties - partly in implementation of the provisions of Section 28(3) GDPR- wish to document a number of conditions in the present Data Processing Agreement which apply to their relationship in the context of the aforesaid activities on the instructions and for the benefit of the Controller.

Declare that they have agreed as follows:

1. Definitions

“Annex” means appendix to this Data Processing Agreement which forms an integral part of it;

“Controller” means a controller within the meaning of Section 4(7) of the General Data Protection Regulation;

“Data Subject” means any individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier of to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, as referred to in article 4(1) GDPR.

“DPA” means the present Data Processing Agreement;

“GDPR” means General Data Protection Regulation (EU) 2016/679;

“Personal Data” means all information relating to an identified or identifiable natural person as referred to in Section 4(1) GDPR;

“Personal Data Breach” means (the suspicion of) a breach of security leading to the accidental or unlawful destruction, loss alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed, as referred to in article 4(12) GDPR;

“Process” means as well as conjugations of this verb: the Processing of Personal Data as referred to in Section 4(2) GDPR;

“Processor” means a processor within the meaning of Section 4(8) GDPR;

“Sub-processor” means the sub-contractor hired by Processor, that Processes Personal Data in the context of this DPA on behalf of the Controller, as referred to in Section 28(4) GDPR.

1.1 The provisions and definitions of the Agreement apply in full to this DPA. In case provisions with regard to the Processing of Personal Data conflict with provisions in the Agreement, the provisions of this Data Processing Agreement prevail

1.2 If a definition is not given above, then the definition as defined in the GDPR applies.

2. Purpose of the Personal Data Processing

2.1 Controller and Processor have concluded the present DPA for the Processing of Personal Data in the context of the Agreement.

2.2 Controller determines the purpose and means of the Processing of Personal Data and hereby instructs Processor to carry out the Processing of Personal Data. An overview of the type of Personal Data, categories of Data Subjects and the purpose of the Processing is stated in Annex 1. The Processor shall immediately inform the Controller if, in the Processor's opinion, instructions given by the Controller infringe the GDPR or other applicable privacy laws.

2.3 Controller is responsible for and agrees thereto that it processes, including the instruction thereto, the Personal Data in compliance with the relevant provisions of the GDPR. Controller indemnifies Processor for all (third party) claims with regard to the aforementioned compliance with the processing.

2.4 Processor undertakes to Process Personal Data only for the purpose of the activities referred to in this DPA. Processor will not use the Personal Data which it Processes in the context of this DPA for its own or third-party purposes without Controller's express written consent, unless a legal provision requires Processor to do so. In such case, Processor shall immediately inform Controller of that legal requirement before Processing, unless that law prohibits such information on import grounds of public interest.

3. Technical and organizational provisions

3.1 Taking into account the state of the art and the costs of the implementation and execution of the measures, and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall render reasonable efforts in taking appropriate technical, physical and organizational security measures to protect Personal Data against all other forms of unlawful Processing including, but not limited to, unnecessary collection or further Processing, and to ensure a level of security appropriate to the risk.

3.2 The Processor is ISO 27001:2017 + A11: 2020 certified and uses the ISO 27001 framework to implement a layered defense security strategy when applying security controls on the layer of the network, operating systems, databases, applications, personnel, and operating processes. Compliance with the regulatory and contractual requirements is regularly assessed and reviewed similarly to other infrastructure and operations of the Processor, and necessary steps are taken to provide compliance on a continuous basis. The Processor has organized the data security using ISMS based on ISO 27001. The security documentation includes mainly policy documents for information security, physical security, security of equipment, incident management, handling of data leaks and security incidents, etc.

4. Confidentiality

4.1 Processor will ensure that only authorized employees, who are required to Process the Personal Data, will have access to the Personal Data. Processor will give these employees appropriate instructions to ensure that they are handling Personal Data confidentially and are aware of the responsibilities and obligations as specified in the GDPR.

4.2 Processor shall keep Personal Data confidential and shall not disclose Personal Data in any way to an employee or third party without prior written approval of Controller, except where, (i) subject to article 4.1 of the DPA, the disclosure is required for the performance of the Processing, or (ii) Personal Data need to be disclosed to a competent public authority to comply with a legal obligation or as required for audit purposes.

4.3 Processor will require the employees that are involved in the execution of the Agreement to sign a confidentiality agreement - whether or not included in the employment agreement with those employees - which in any case states that these employees must keep strict confidentiality regarding Personal Data.

5. Sub-Processing and transfer of Personal Data

5.1 The third party engaged by the Processor is: Microsoft Nederland B.V. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of other Sub-Processors, thereby giving the Controller the opportunity to object to such changes. The Controller will object to such changes within 14 working days. The Processor will respond to the objection within 30 working days.

5.2 The Processor Processes the Personal Data within the confines of the European Economic Area (EEA) and the countries that have been designated by the European Commission as countries offering an adequate level of protection.

5.3 In the case that Processor makes use of public cloud providers (“PCP”) as a Sub-Processors that are located outside of the areas as described in 5.2, Controller acknowledges that Processor is bound to the standard legal agreements (including data processing agreements), which may be amended from time to time (“PCP Contracts”). Controller:

5.3.1 Agrees and consents to using these PCP Contracts,

5.3.2 Agrees and consents to the PCP Contract data transfer impact assessments and agrees to consult each-other in the event of relevant (legal) developments with respect to international transfers as referred to in Chapter V of the GDPR. Parties agree to conduct safeguards for such transfers when necessary, for instance the use of standard contractual clauses (‘SCC’s’), and

5.3.3 Agrees and consents to the applicability of the PCP Contracts between Parties and, thus, to the PCP Contracts hereby being incorporated in this DPA.

5.4 The online link to the then-current PCP Contracts is specified [here](#) and Controller hereby explicitly consents to such online referral hereto.

5.5 Any transfer of Personal Data to a country other than stated in article 4.3 shall be done only in a way that is compliant with the GDPR and this DPA. In case the consent of Data Subjects is required, the Controller shall bear the responsibility for acquiring it.

6. Liability

6.1 With regard to the liability and indemnification obligations of Processor under this Data Processing Agreement the stipulation in the Agreement regarding the limitation of liability applies.

6.2 Without prejudice to article 6.1 of this Data Processing Agreement, Processor is solely liable for direct damages suffered by Controller and/or third party claims as a result of any Processing, in the event the specific obligations of Processor under the GDPR are not complied with or in case the Processor acted in violence of the legitimate instructions of the Controller.

7. Personal Data Breach

7.1 In the event Processor becomes aware of any incident that may have a (significant) impact on the protection of Personal Data, (i) it will notify via e-mail Controller without undue delay, and; (ii) will take all reasonable measures to prevent or limit (further) violation of the GDPR.

7.2 The Processor will, insofar as reasonable possible, provide cooperation requested by the Controller in order for Controller to comply with its legal notification obligations relating to the identified incident, as meant in article 33(3) and 34(1) GDPR. The Processor is entitled to charge any costs associated with the cooperation with the Controller.

7.3 Processor is never held to report a Personal Data Breach with the data protection authority and/or the Data Subject(s).

8. Cooperation

8.1 The Processor will, insofar as reasonably possible, provide cooperation to the Controller in fulfilling its obligation pursuant to the GDPR to respond to requests for exercising rights of Data Subjects, in particular the right of access (Section 15 GDPR), rectification (Section 16 GDPR), erasure (Section 17 GDPR), restriction (Section 18 GDPR), data portability (Section 20 GDPR) and the right to object (Section 21 and 22 GDPR). The Processor will forward a complaint or request from a Data Subject with regard to the Processing of Personal Data to the Controller without undue delay, as the Controller is responsible for handling the request. The Processor is entitled to charge any costs associated with the cooperation with the Controller.

8.2 The Processor will, insofar as reasonably possible, provide all reasonable cooperation to the Controller in fulfilling its obligation pursuant to the GDPR to carry out a data protection impact assessment (Section 35 and 36 GDPR).

8.3 The Processor will provide the Controller with all the information reasonably necessary to demonstrate that the Processor fulfills its obligations under the GDPR. Furthermore, the Processor will - at the request of the Controller - enable and contribute to audits, including inspections by the Controller or an auditor that is authorized by the Controller, provided Parties reach prior written agreement on the scope of such audit. In case the Processor is of the opinion that an instruction relating to the provisions of this paragraph infringes the GDPR or other applicable data protection legislation, the Processor will inform the Controller immediately.

8.4 The Processor is entitled to charge any costs associated with the cooperation with the Controller as referred to in this Article 8.

9. Miscellaneous

9.1 Without prejudice to the specific provisions of the Agreement, the Processor will, at the first request of the Controller, delete or return all the Personal Data, and delete all existing copies, unless the Processor is legally required to store (part of) the Personal Data.

9.2 The Controller will adequately inform the Processor about the (statutory) retention periods that apply to the Processing of Personal Data by the Processor.

9.3 The obligations laid down in this DPA which, by their nature, are designed to continue after termination will remain in force also after the termination of this DPA.

9.4 The Controller and the Processor will amend this Processor's Agreement by agreement between both parties if this is required under applicable laws and regulations (including any laws and regulations applicable in the future) or because of an adjustment to the provision of Services.

ANNEX 1: OVERVIEW OF PERSONAL DATA

- A. Subject-matter of the processing:
- Provision of a time tracking solution provided through a website and the mobile TIQ Application, called TIQ, which enables users to automatically register daily activities conform the description in the Commercial Agreement.
- B. Duration of the processing:
- Unless agreed otherwise, the retention period suggested entries is 2 months, and the retention period for confirmed time entries and other transactional data is 12 months.
 - Other (master)data such as matters, users, and configurations, are stored for the duration of the Commercial Agreement.
- C. Nature and purpose of the processing:
- The purpose of the Processing is to provide services under the Commercial Agreement;
 - The Personal Data will be subject to the following basic Processing activities:
 - Application hosting;
 - Application implementation, maintenance and support. (Access of personal data in relation to implementation (testing) and support).

TYPE OF PERSONAL DATA:

- Contact information (name, email, when applicable phone number);
- Work related data (work hours, calendars, email meta data, document meta data, Microsoft Office activity, Microsoft Teams calls and activities, matter name).

CATEGORIES OF DATA SUBJECTS:

- Employees of Controller;
- Employees of Controller's clients.