Data Privacy and Data Protection
This Privacy and Data Protection Appendix is an appendix to the Agreement. This Appendix constitutes the data processing agreement within the meaning of Article 28.3 of the General Data Protection Regulation ("GDPR"). Terms used in the Appendix have the same meaning as those used in the Agreement, unless explicitly provided otherwise. Depending on which party signed the Product Order Form with Servoy, either an End-User or a Partner, this Appendix is applicable as to either such End-User or such Partner. If there are any conflicts or inconsistencies between this Appendix and the Agreement, the provisions in this Appendix prevail.

1. General provisions.
- This Appendix applies to all Personal Data processing operations carried out by Servoy under the Agreement in its capacity of data processor in providing the Support, Hosting and/or Services, as well as to all Agreements and offers. The applicability of the End-User's/Partner's data processing agreements is expressly rejected.
- Processing means any operation that is performed on Personal Data, whether or not by automated means, such as collection, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Personal Data; the words "process" and processed" are to be construed accordingly.
- Servoy will serve as the data processor within the meaning of the GDPR and will therefore not have control over the purpose and means of processing the Personal Data, and will not make any decisions on the use of the Personal Data and other such matters.
- The End-User/Partner will serve as the controller within the meaning of the GDPR, will have control over the processing of the Personal Data and will determine the purpose and means of processing the Personal Data.
- Data Subject means a natural person who can be identified, directly or indirectly.
- Servoy will give effect to the GDPR as laid down in this Appendix. It is up to the End-User/Partner to judge, on the basis of this information, whether Servoy is providing sufficient guarantees with regard to the implementation of appropriate technical and organizational measures so as to ensure that the processing operations meet the requirements of the GDPR and that Data Subjects' rights are sufficiently protected.
- End-User/Partner guarantees towards Servoy that it acts in accordance with the GDPR, that it provides a high level of protection for its systems and infrastructure at all-time, that the nature, use and/or processing of the Personal Data are not unlawful and that they do not violate any third party's rights.
- The provisions and the limitations as to the responsibility/liability of Servoy under this Appendix are indicated in the Agreement (more in particular in the Terms and Conditions). Administrative fines imposed on End-User/Partner by the Dutch Data Protection Authority will not be able to be recouped from Servoy, except in the event of willful misconduct or gross negligence on the part of the Servoy's management team.

2. Instructions.
In performing the processing actions referred to above, Servoy will process the Personal Data on behalf and on behalf of the End-User/Partner and for the purposes authorised by End-User/Partner, as specified in the Agreement and in accordance with the written instructions provided by the End-User/Partner and accepted by Servoy.

3. Security.
- Servoy will implement such technical and organizational security measures to ensure that it is always fully prepared and up to date with regard to data protection. If this document is updated, Servoy will notify End-User/Partner of the revised versions through its regular channels.

In implementing the technical and organizational security measures, Servoy will take into account the state of the art and the costs of implementation, as well as the nature, scope, context and purposes of the processing operations and the intended use of the Software and

the Support, Hosting and/or Services, the risks inherent in processing the data and risks of various degrees of likelihood and severity to the rights and freedoms of Data Subjects that are to be expected considering the nature of the intended use of the Software and the Support, Hosting and/or Services.
- Servoy seeks to ensure that the security measures it will implement are appropriate for the manner in which Servoy intends to use the Software, Personal Data and Support, Hosting and/or Services.
- Servoy will be entitled to adjust the security measures it has implemented if it feels that such is necessary for a continued provision of an appropriate level of security. Servoy will record any significant adjustments it chooses to make and will notify End-User/Partner of said adjustments where relevant.
- End-User/Partner may request Servoy to implement further security measures. Servoy will not be obliged to honor such requests to adjust its security measures. If Servoy makes any adjustments to its security measures at End-User's/Partner's request, Servoy will be allowed to invoice Partner for the costs associated with said adjustments. Servoy will not be required to actually implement these security measures until both parties have agreed in writing and signed off on the security measures requested by End-User/Partner.

4. Data Security Breaches.
- Servoy shall notify End-User/Partner without undue delay, and in any case within seventy-two hours (72) hours, if:
a. it receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the processing, except where Servoy is otherwise prohibited by law from making such disclosure;
b. it intends to disclose Personal Data to any competent public authority; or
c. it detects or reasonably suspects that a data security breach has occurred.
- In the event of a data security breach, Servoy shall promptly take adequate remedial measures as far as under its own control.
- It is up to the End-User/Partner to assess whether the data security breach of which Servoy has notified Partner must be reported to the Dutch Data Protection Authority or to the Data Subject concerned. The End-User/Partner will at all times remain responsible for reporting data security breaches which must be reported to the Dutch Data Protection Authority and/or Data Subjects pursuant to Articles 33 and 34 of the GDPR. Servoy is not obliged to report data security breaches to the Dutch Data Protection Authority and/or to the Data Subject.
- Where necessary, Servoy will provide more information on the data security breach and will help End-User/Partner meet its breach notification requirements within the meaning of Articles 33 and 34 of the GDPR by providing all the necessary information.
- If Servoy incurs any reasonable costs in doing so, it will be allowed to invoice End-User/Partner for these, at its then current standard consultancy rates.

5. Confidentiality.
- Servoy shall provide its employees access to Personal Data only to the extent necessary to perform the processing. Servoy will ensure that the persons processing Personal Data under its responsibility are subject to a duty of confidentiality.
- Servoy will be entitled to furnish third parties with Personal Data if and insofar as such is necessary for the performance of the processing, due to a court order, statutory provision or legal order to do so issued by a government agency.
- Any and all access and/or identification codes, certificates, information regarding access and/ or password policies provided by Servoy to End-User/Partner, and any and all information provided by Servoy to End-User/Partner which gives effect to the relevant technical and organizational security measures are confidential and will be treated as such by Partner and will only be disclosed to authorised employees of End-User/Partner. End-User/Partner will ensure that its employees comply with the requirements outlined in this article.

6. Sub-processors.
- End-User/Partner authorizes Servoy to hire other sub-processors to meet its obligations under this Agreement. Servoy shall ensure that sub-processors are contractually bound to the same obligations with respect to the processing as those which Servoy is bound to under this Appendix.
- Servoy informs End-User/Partner hereby that Amazon Web Service (AWS) will act as a sub-processor.
- Servoy will notify End-User/Partner if there is a change with regard to the third parties hired by Servoy. End-User/Partner will be entitled to object to the aforementioned change implemented by Servoy.

7. Audit and compliance.
- Where possible, Servoy will cooperate with reasonable requests made by End-User/Partner relating to Data Subjects claiming alleged rights from End-User/Partner. If Servoy is directly approached by a Data Subject, it will refer the Data Subject to End-User/Partner where possible.
- End-User/Partner shall have the right to audit Servoy's compliance with its obligations with regard to the processing of Personal Data. To facilitate this process, Servoy shall make available certificates providing evidence of independent audits. If End-User/Partner wishes to conduct an additional audit, End-User/Partner shall contact Servoy and parties shall agree on the date and the process in writing. In any event, an audit shall be limited to the Support, Hosting and/or Services provided for End-User/Partner. End-User/Partner acknowledges that access to data centers and other secure environments is not possible as such access would not be permitted under the applicable procedures required to be followed by Servoy or its suppliers to maintain certain certifications (e.g. ISO certifications). End-User/Partner shall be fully liable for any damages caused by End-User/Partner during the process of an audit.
- The parties will consult each other on the findings of the audit report at their earliest convenience. The parties will implement the measures for improvement suggested in such report insofar as they can be reasonably expected to do so. Servoy will implement the proposed measures for improvement insofar as it feels these are appropriate, taking into account the processing risks associated with its product or service, the state of the art, the costs of implementation, the market in which it operates, and the intended use of the Software or Support, Hosting and/or Services.
-Servoy will be entitled to invoice End-User/Partner at its then current standard consultancy rates for any costs it incurs for facilitating the audit and/or in implementing the measures referred to in this article.

8. Term and termination.
-This (data processing) Appendix constitutes part of the Agreement, and any new or subsequent agreement arising from it and will enter into force at the time of the conclusion of the Agreement and will remain effective until terminated.
- This (data processing) Appendix will end by operation of law when the Agreement or any new or subsequent agreement between the parties is terminated.
- Upon termination, Servoy shall within three (3) months after termination, at the option of End-User/Partner, return the Personal Data and copies thereof to End-User/Partner and/or shall securely destroy such Personal Data, except to the extent the Agreement or applicable law provides otherwise. In that case, Servoy shall no longer process the Personal Data, except to the extent required by the Agreement or applicable law. End-User/Partner may require Servoy to promptly, in any case within two (2) business days, confirm and warrant that Servoy has returned, deleted and/or destroyed all copies of Personal Data. Servoy shall, at the request of End-User/Partner, allow its processing facilities to be audited to verify that Servoy has complied with its obligations under this article.

- If Servoy incurs any costs associated with the provisions of this article 8, it will be entitled to invoice End-User/Partner for said costs.
- The provisions of this article 8 do not apply if Servoy is prevented from removing or returning the Personal Data in full or in part by applicable law. In that case, Servoy shall no longer process the Personal Data, except to the extent required by applicable law.

9. Other provisions.
This Appendix constitute an integral part of the Agreement. Therefore, any and all rights and requirements arising from the Agreement, including any general terms and conditions and/or limitations of liability which may apply, will also apply to this Appendix.