

innius® Terms of Service

1 Acceptance of the Terms

- 1.1 innius® is a registered trademark of Innius B.V. These Terms of Service (TOS) constitute a contract between You and Innius B.V. and govern the use of and access to the Service by You and end-users whether in connection with a paid subscription to the service or a free trial of the Service.
- 1.2 By accepting the TOS, or by accessing or using the Service or authorizing or permitting any End-User to access or use the Service, You agree to be bound by these Terms. If You are entering into these TOS on behalf of a Legal Entity, You agree to the TOS for that Legal Entity and warrant Innius B.V. that You have the authority to bind such Legal Entity and its Affiliates to the TOS. Don't use the Service if You don't have such authority or if You do not agree with the TOS.

2 Definitions

When used in the TOS with the initial letters capitalized, in addition to the terms defined elsewhere in the TOS, the following terms have the following meanings:

- 2.1 Account: means any accounts or instances created by or on behalf of You within the Service.
- 2.2 Affiliate: means any company controlled by Licensee by ownership of more than 50% of the shares or the voting rights in such company.
- 2.3 App: means an application developed by Innius B.V. to be downloaded onto Devices in order to use innius.
- 2.4 Confidential Information: means all information disclosed by You to Innius B.V. or by Innius B.V. to You which is in tangible form and labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. For purposes of the TOS, Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of the TOS or another valid agreement between the Parties; or (d) was or is independently developed by the receiving party without use of the disclosing party's Confidential Information.
- 2.5 Data: electronic data, text, messages, communications or other materials submitted to and stored within the Service by You and End-Users in connection with Your use of such Service.
- 2.6 Device: means any electronic device to be used in connection with the innius Service.

- 2.7 Documentation: means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Service provided or made available by Innius B.V. to You or End-Users through the web-app or otherwise.
- 2.8 End-User: means any person or entity other than You with whom You interact using the Service.
- 2.9 Personal Data: means any information relating to an identified or identifiable natural person where an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.
- 2.10 TOS: means the General Subscription Terms including Annex A You accept when using the Service.
- 2.11 Service: means the service provided to You by Innius B.V. by the web-app and the App.
- 2.12 Subscription Term: means the period during which You have agreed to subscribe to the innius® Service.
- 2.13 innius: means innius®, the platform and the apps.
- 2.14 Innius B.V.: means the company that develops and sells innius®. Our address is: Boylestraat 36b, 6718 XM Ede, the Netherlands. We can be reached by phone: +31(0)318 701 832 and by e-mail: info@innius.com. Please check our website www.innius.com for more information about us and the contact details of our other offices.
- 2.15 You/Your: means a legal entity or entities or a natural person(s) that Innius B.V. has expressly authorized on an individual name basis to use innius.

3 Charges and Payment

- 3.1 All amounts and fees stated or referred to in this TOS shall be payable in euros, are non-cancellable and nonrefundable. Customer shall not be entitled to set off or to suspend any payments. All prices are exclusive of VAT and other levies imposed by any government.
- 3.2 Any invoices for innius shall be paid in advance. Any objections to invoices shall be in writing and within ten days from the invoice date. When the objection deadline expired, an invoice shall be regarded as accepted. Unless otherwise agreed, Innius B.V. shall invoice customer on a monthly basis. All other invoices shall be due and payable (100%) within fourteen (14) days from the invoice date. If You fail to pay the invoiced amounts in time, statutory collection costs (with a minimum of EUR. 150,00) and interest for commercial agreements is payable by Client, without a reminder or notice of default being required. If any charge owing by You is overdue, Innius B.V. may, without limiting its other rights and remedies, suspend innius until such amounts are paid in full, provided that Innius B.V. has given You at least ten (10) days prior notice that its account is overdue and that Innius B.V. has the right to suspend innius, if the amounts are not paid in full within those ten (10) days. You shall pay Innius B.V.'s costs and expenses (including reasonable attorney's fees) to enforce and preserve Innius B.V.'s rights under this clause.
- 3.3 Innius B.V. is entitled to adjust the prices once every year with an amount equal to any increase in the inflation price index for consumers (Consumer Price Index, CPI) published by the Dutch Central Statistical Office (CBS). If price adjustments stay within the boundaries laid down in this article, You shall not have the right to terminate the subscription to the Service on the grounds of adjustment of prices.

4 Use of innius®

- 4.1 During the Subscription Term and subject to compliance by You and End-Users with the TOS, You have the limited right to access and use a Service consistent with the Service Plan(s) that You subscribe to, for Your internal business purposes.
- 4.2 In addition to complying with the other terms, conditions and restrictions set forth below in the TOS, You agree not to:
- 4.2.a license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than authorized End-Users in furtherance of Your internal business purposes as expressly permitted by the TOS;
 - 4.2.b use the Service to Process data on behalf of any third party other than End-Users;
 - 4.2.c modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks;
 - 4.2.d falsely imply any sponsorship or association with Innius B.V.,
 - 4.2.e use the Service in any unlawful manner, including but not limited to violation of any person's privacy rights;
 - 4.2.f use the Service to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages;
 - 4.2.g use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights;
 - 4.2.h use the Service in any manner that interferes with or disrupts the integrity or performance of the Services and its components;
 - 4.2.i attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Service;
 - 4.2.j use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory;
 - 4.2.k use the Service to knowingly post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software");
 - 4.2.l attempt to use, or use the Service in violation of these Terms.
- 4.3 You are responsible for compliance with the provisions of the TOS by End-Users and for any and all activities that occur under Your Account, as well as for all Service Data. Without limiting the foregoing, You are solely responsible for ensuring that use of the Service to store and transmit Data is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with End-Users. You also maintain all responsibility for determining whether the Services or the information generated thereby is accurate or sufficient for Your purposes. Subject to any limitation on the number of connected machines which You connect, access to and use of the Service is restricted to the specified number of machines permitted under Your subscription to the Service. You agree and acknowledge that each End-User will be identified by a unique username and password

("Login") and that a Login may only be used by one (1) individual. You will not share a Login among multiple individuals. You are responsible for maintaining the confidentiality of all Login information for Your Account. Innius B.V. shall be entitled to immediately suspend Your access to the Service in case of any breach of this TOS.

- 4.4 Innius B.V. reserves the right in their reasonable discretion, to temporarily suspend Your access to and use of a Service: (a) during planned downtime for upgrades and maintenance to the Service (of which Innius B.V. will use commercially reasonable efforts to notify You in advance both through Our Site and a notice to Your Account owner and End-Users) ("Planned Downtime"); (b) during any unavailability caused by circumstances beyond Innius B.V.'s reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Innius B.V.'s reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks; or (c) if Innius B.V. suspects or detects any Malicious Software connected to Your Account or use of the Service by You or End-Users.
- 4.5 Usage of the Service is monitored on a continuous base. The input data frequency for each sensor connected to the Service should be within the frequency defined in the Service. In the event the data input frequency is exceeded by more than 30 % and this excess persists for more than a month, Innius B.V. may restrict the use of the Service or levy charges for excessive usage. Innius B.V. reserves the right to update the defined data input frequency at any time.

5 Intellectual property rights

- 5.1 You agree that Innius B.V. reserves all rights, title and interest in and to innius or any other materials, including all related intellectual property rights. Except as expressly stated herein, this Subscription does not grant Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights in respect of Innius B.V.. If and in so far as Innius B.V. provides You with software of any third party, the terms and conditions of business of such third party shall apply with respect thereto and supersede the provisions hereof. You agree to not use innius in or in association with safety critical applications such as, without limitation, medical systems, transport management systems, vehicle and power generation applications including but not limited to power applications.
- 5.2 Any disregard of the rights of Innius B.V., including inappropriate access to innius, shall be deemed to be a material breach of the Subscription and shall entitle Innius B.V. to terminate any Subscription for cause, as mentioned in clause 10 and pursue all remedies available to it.
- 5.3 Following written consent, Innius B.V. may use Your company name, trademarks, trade names or logos in external communications, presentations and marketing materials, and on its website and to describe the solution provided to Customer in these external communications.
- 5.4 Innius B.V. shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into innius or otherwise use any suggestions, enhancement requests, recommendations or other feedback Innius B.V. receives from You.
- 5.5 If a third party objects to Your use of innius because it infringes such third party's intellectual property right (hereinafter referred to as "Infringement Claim"), Innius B.V. will indemnify, defend and hold You harmless from and against any liabilities, damages, costs and expenses (including reasonable expert witness fees and attorney's fees) incurred by You in connection with any claim, action, proceeding or suit alleging that innius or any intellectual property of Innius B.V.

infringes any patent, copyright, trade secret, logo or other intellectual property or proprietary rights of any third party; and Innius B.V. shall, at its expense, defend or settle any such claim, action, proceeding or suit brought against You, provided that You promptly 1) notify Innius B.V. in writing of the Infringement Claim as soon as You become aware of such Infringement Claim, 2) allow Innius B.V. to fully control the defense and any related settlement negotiations, and 3) cooperate with Innius B.V. in the defense and any related settlement negotiations by providing Innius B.V. with appropriate information, powers of attorney and assistance needed for such defense or settlement, if necessary in Your name.

- 5.6 In case the terms and conditions in the preceding clause under 1) to 3) are not fulfilled, Innius B.V. shall in any event be entitled, but not obligated, to defend the Infringement Claim at its expense, and upon notifying You that it intends to do so, Innius B.V. shall be irrevocably authorized by You, to the extent legally possible, to assume the defense of the legal suit or proceedings brought forward against You, and to institute proceedings or enter into settlements concerning the Infringement Claim. You shall provide Innius B.V. with appropriate information or assistance needed for such defense or settlement, if necessary in Your name.
- 5.7 In the event of an Infringement Claim, Innius B.V. shall be entitled to either: 1) obtain from any third parties the continued right for You to use innius, 2) bring the infringement to an end by modifying innius or replacing innius with other software which, essentially, possesses the same functions as the affected innius, or 3) terminate any Subscription with written notice and pay to You an amount equal to the Subscription Fee actually paid for innius by You.
- 5.8 The performance of Innius B.V.'s obligations under this clause 5 shall be Innius B.V.'s total aggregate liability and Innius B.V.'s entire obligation to You as a consequence of all and any Infringement Claims, and You shall have no other claims against Innius B.V. as a result of such Infringement Claim.
- 5.9 The limited warranty stated in clause 5.1 and 5.2 is void if the Infringement Claim has resulted from accident, abuse or misapplication of innius. Any modification of innius by anyone other than innius voids the foregoing warranty on any portion of innius modified or affected by such modification.

6 Limited Warranty

- 6.1 A high speed Internet connection is required for proper transmission of the Service. You are responsible for procuring and maintaining the network connections that connect Your network to the Service, including, but not limited to, "browser" software that supports protocols used by innius.
- 6.2 The Service, including the web-app and app and all server and network components are provided on an "as is" and "as available" basis, without any warranties of any kind to the fullest extent permitted by law. We expressly disclaim any and all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability, title fitness for a particular purpose and non-infringement. We don't warrant that the Service will be uninterrupted, timely, secure, error free. No information or advice obtained by You from us or through the Service shall create any warranty not expressly stated in these TOS.
- 6.3 Any third party products (including hardware, software and plugins) supplied by Innius are provided under the applicable manufacturer's warranty conditions. Innius does not provide any additional warranty in relation to these products. Upon request innius will provide you with all relevant warranty information from the relevant manufacturer of such products. You also accept the third party warranties in relation to integration, compatibility or interoperability

of the products with the Innius Service. Any issues or problems with third party products, including warranty claims, may be resolved between You and the relevant manufacturer directly, subject to the terms of the third party manufacturer's warranty. Innius where possible will provide reasonable assistance to You during this process.

7 Limitation of liability

- 7.1 Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will Innius B.V. be liable to the other party or any third party for any indirect, incidental, special, exemplary, consequential, punitive or other similar damages, including lost profits, lost sales or business, lost data, business interruption or any other loss incurred by such party or third party in connection with these TOS or the Service, web-app and app, regardless of whether such party has been advised of the possibility of or could have foreseen damages. To the maximum extent permitted by applicable law, Innius B.V. disclaims any product liability as a consequence of loss or damage to property which, in view of its nature, is normally intended for commercial use. Innius B.V. shall have no responsibility or liability for any adjustments or other modifications in the Service performed by licensee itself or provided by third parties or partners of Innius B.V.. Further, Innius B.V. shall have no responsibility or liability for any defects which are a consequence of external factors, including other programs, or a consequence of the integration of or interaction between the innius software and licensee's own hardware and software environments.
- 7.2 Notwithstanding anything to the contrary in these TOS, our aggregate liability to You or any third party arising out of these TOS or otherwise in connection with any use or employment of the Service, shall in no event exceed the subscription charges for such Service paid by You during twelve (12) months prior to the first event or occurrence giving rise to such liability. Any claim for compensation of damage lapses by the expiry of twelve months following the inception of the claim, unless You have initiated a legal procedure prior to the expiry of this term.

8 Confidentiality and Privacy

- 8.1 Subject to the express permissions of these TOS, each Party will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of us may use each other's Confidential Information solely to exercise our respective rights and perform our respective obligations under these TOS and shall disclose such Confidential Information (a) solely to those of our respective employees, representatives, subcontractors and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this clause shall supersede any non-disclosure agreement by and between the Parties that would purport to address the confidentiality and security of Data and such agreement shall have no further force or effect with respect to Data.
- 8.2 You agree that Innius B.V. shall process personal data necessary to execute this agreement. You and Innius B.V. agree that Innius B.V. is the data processor and You are the data controller. Any personal data processed by Innius B.V. on your behalf under this TOS shall be processed according to the data processing Agreement in annex A.
- 8.3 You agree with the Privacy and Cookie statement of Innius B.V. as published on the website <http://innius.com/privacy/>.

9 Data

- 9.1 Innius B.V. retains all Your Data for a period of 36 months. Should you need Your Data after this period please contact us.
- 9.2 You shall own all Data that it is generated from the Service, and all intellectual property rights therein. Innius B.V. shall be entitled to store these Data in the systems it uses to provide the Service and make available Data to any End-User that is authorized to use the Service. Innius B.V. may collect and utilize Your Data, provided such Data is permanently de-identified and anonymized. Innius B.V. obtains a worldwide, royalty-free and non-exclusive license to use, modify, distribute and create derivative works from the Aggregated Data.
- 9.3 In order for us to provide the Service to You, we require that You grant us certain rights with respect to Your Data. For example, we need to be able to transmit, store and copy Your Data in order to display it to You and End-Users, to index it so You are able to search it, to make backups to prevent data loss, and so on. Your acceptance of this TOS gives us the permission to do so and grants us any such rights necessary to provide the Service to You, only for the purpose of providing the service (and for no other purpose). This permission includes allowing us to use third-party service providers (such as Amazon Web Services) in the operation and administration of the Service and the rights granted to us are extended to these third parties to the degree necessary in order for the Service to be provided.
- 9.4 Innius B.V. will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Data. Please also check our Security Policy which can be found on our website.
- 9.5 We are not responsible for the accuracy, appropriateness, or legality of Your Data or any other information You and End-users may be able to access using the Service.

10 Miscellaneous

- 10.1 This TOS is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this TOS. All waivers and modifications to this TOS must be approved by both parties that expressly by its terms modifies or waives a provision of this TOS, except as otherwise provided herein.
- 10.2 If any provision in the TOS is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.
- 10.3 You may not assign this TOS without the prior written consent of Innius B.V., except, if You are a company or other legal entity, You may assign this TOS in connection with a merger, re-organization or acquisition of all or a substantial portion of Your assets by another company, but only upon 30-days prior notice to Innius B.V.. However, Innius B.V. may impose financial consequences to such transfer.
- 10.4 Except as otherwise set forth herein, all notices under this TOS will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

- 10.5 You must comply with all domestic and international (export) laws and regulations to the Service and destination restrictions issued by governments. You must at Your own expense obtain and arrange for the maintenance of any government approval and comply with all applicable laws and regulations necessary for Your performance of the TOS. You acknowledge that You are responsible for obtaining any licenses to export, re-export or import the Service as may be required. You will defend, indemnify, and hold harmless Innius B.V. from and against all fines, penalties, liabilities, damages, costs and expenses incurred by Innius B.V. as a result of any violation of export (control) laws or regulations by You.

11 Termination

- 11.1 You may terminate this Agreement for any reason by: (a) providing us notice and (b) closing your Account for the Service. Unless Your subscription to the Service is so terminated, Your subscription to the Service will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. A free trial subscription to the Service shall automatically terminate after 30 days.
- 11.2 No refunds for Subscription Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service prior to the end of Your then effective Subscription Term. All accrued rights to payment shall survive termination of this TOS.
- 11.3 In the event of Your material breach of any obligations, Innius B.V. shall have the right to terminate any use by You of the Service immediately after a written notice of default has been sent to You and You have not remedied within the period given in this notice. Innius B.V. shall have all remedies available at law or in equity available to it. In the event of termination under this clause, Innius B.V. shall not be liable nor have any obligation to refund any paid Subscription Fee(s) whatsoever.
- 11.4 Either party may immediately terminate any Subscription(s) if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business voluntarily or otherwise.
- 11.5 Within 60 (sixty) days after termination You can ask Innius B.V. to return all Data You stored into the Service. After 60 days we reserve the right to remove Your Data from the Service.

12 Applicable Law & Jurisdiction

- 12.1 The TOS shall be governed by the laws of The Netherlands without regard to conflict of laws principles. Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or in-validity thereof, shall be submitted to the applicable courts of Amsterdam, The Netherlands.
- 12.2 This TOS is not governed by the 1980 UN Convention on Contracts for the International Sales of Goods.
- 12.3 Each party waives all defenses of lack of personal jurisdiction and forum non-convenience. Process may be served on either party in the manner authorized by applicable law or court rule. In any action to enforce any right or remedy

under this TOS or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reason-able attorneys' fees, costs and other expenses.

- 12.4 This clause does not prevent Innius B.V. from seeking or obtaining injunctive relief or other extraordinary relief in any courts with jurisdiction. To the extent permitted by applicable law, Innius B.V. may take concurrent proceedings for injunctive relief in any number of jurisdictions.

Annex A - Data Processing Agreement

This Data Processing Agreement (the "DPA") governs the processing of Personal Data carried out by Innius B.V as the "Processor" on behalf of You as the "Controller". This DPA is an integrated part of the TOS and becomes binding upon entering into the TOS.

1. Subject matter, purpose, and nature of processing, type of personal data and categories of data subjects

The Processor's is processing Personal Data on behalf of Controller in the delivery of the Services under the TOS. The Personal Data processed are name, phone number (for app) and e-mail (to connect account with the right company) on employees and other persons who at the Controllers request shall access the Service. Processor receives such information from Controller and stores this information, only for providing the Service. The information will be deleted upon Controllers instruction hereunder when a person shall no longer have access to the Service.

2. Duration of the processing

This DPA shall apply during such time the Processor processes Personal Data on behalf of the Controller according to the TOS.

Upon Controller's request, termination or expiry of this DPA or the TOS, the Processor shall cease its processing activities, and, at the choice of the Controller delete or return all the Personal Data to the Controller and deletes existing copies of such data, unless otherwise required under the applicable data protection law.

3. Processing of Personal Data – obligations of the processor

The Processor has implemented appropriate technical and organizational measures in such a manner that its processing of Personal Data under this DPA will comply with applicable data protection law, in particular Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 ("GDPR"), and ensure the protection of the rights of the data subject.

The Processor undertakes only to process Personal Data in accordance with documented written instructions communicated by the Controller, unless required to do so pursuant to the applicable law. In such case the Processor shall, to the extent permitted by law, inform the Controller of that legal requirement before such processing takes place. The Processor shall immediately inform the Controller if the Processor does not have an instruction for how to process personal data in a particular situation or if any instruction infringes the applicable data protection law.

The Processor shall, at the expense of the Controller taking into account the nature of the processing assist the Controller with the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights, through appropriate technical and organizational measures as possible given the nature of the processing. The data subject's rights include hereunder the rights to request information and for personal data to be corrected, blocked or erased at their request.

The Processor shall, at the expense of the Controller assist the Controller in fulfilling specific obligations under applicable data protection laws, taking into account the nature of the processing and the information available to the Processor. Specific obligations are hereunder pursuant to GDPR art. 32 regarding security of the processing, art. 33 – 34 regarding notification of data breaches and art. 35 – 36 regarding data protection impact assessments and prior consultations.

The Processor undertakes, at the expense of the Controller, to make available to the Controller information and assistance necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including on-site inspections, conducted by the Controller or another auditor mandated by the Controller.

4. Sub processors

Processor can retain sub processors. The Processor shall inform the Controller of any sub processors, with a right for the Controller to object. The Processor shall ensure and upon Controller's request document that sub processors are bound by written agreements that require them to comply with corresponding data processing obligations to those contained in this DPA. The Processor shall remain fully liable to the Controller for the performance of the sub processor's obligations.

5. Transfer to third countries

The undertaking of the agreed processing of Personal Data shall be carried out exclusively within a member state of the European Union (EU) or within a member state of the European Economic Area (EEA). Each and every transfer of personal data to a state which is not a member state of either the EU or the EEA requires the prior written consent of the Controller and shall only occur if the specific conditions in applicable data protection law hereunder articles 44 -50 of the GDPR have been fulfilled.

6. Information security and confidentiality

The Processor shall maintain adequate security for the Personal Data hereunder protect the personal data against destruction, modification, unlawful dissemination, or unlawful access. The Personal Data shall also be protected against all other forms of unlawful processing.

The Processor shall prepare and keep updated a description of its technical, organisational and physical measures to be and maintain compliant with the applicable data protection law.

The Processor undertakes not to, without the Controller's prior written consent disclose or otherwise make Personal Data processed under this DPA available to any third party, except for sub processors engaged in accordance with this DPA.

The Processor shall ensure that any persons involved in the processing of Personal Data have committed themselves to confidentiality or are under proper statutory obligation of confidentiality.

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