

Scaled Access NV – General terms and conditions

1. Validity and acceptance of these T&C

Scaled Access, a limited liability company (*naamloze vennootschap* or *NV*), incorporated, organized and existing under the laws of Belgium, with seat at Philipssite 5, box 1, B-3001 Leuven, Belgium, registered with the Crossroads Bank for Enterprises (Kruispuntbank van Ondernemingen or *KBO*) under enterprise number 0824.719.140 (RLE Antwerp, section Antwerp) ("**Scaled Access**") is a specialist in the development and supply of a next generation, cloud-based authorisation platform, offered as a software-as-a-service (the "**Platform**").

The current T&C apply to the use of the Software between Scaled Access and its customer (the "**Customer**"), except when special terms and conditions or agreements between Scaled Access and the Customer stipulate otherwise.

These T&C are deemed accepted by the Customer, even when they are conflicting with the Customer's general or special purchasing terms and conditions. The fact that Scaled Access did not explicitly reject the terms and conditions of the Customer referred to in any contract or Quotation (as defined hereafter) cannot be interpreted by the Customer as an acceptance by Scaled Access of such terms and conditions.

In the event of any conflict between these T&C and any Quotation (as defined hereafter) or other document submitted by the Customer, these T&C shall prevail, and such conflicting terms in the Customer's documents are hereby rejected by Scaled Access.

The designated person, officer, director, employee, or any other person who represents or acts on behalf of the Customer, is deemed to have the necessary mandate to legally bind the Customer.

2. Definitions

The following terms shall have the indicated meaning:

"Customer Data" means any data that Customer or any End User submits to the Platform for processing as part of the Services provided by Scaled Access.

"Confidential Information" means information that is disclosed by a Party (the "**Discloser**") to the other Party (the "**Recipient**"), or which Recipient has access to in connection with these T&C, that is identified by Discloser to be proprietary and confidential to Discloser or to a third party or is to be deemed confidential due to its nature.

"DPA" means the 'Data Processing Agreement' attached hereto as [Annex B](#).

"End User" means any individual who has been authorized by Customer to use the functionalities of the Platform.

"Data Protection Legislation" means the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and the Regulation (EU) 2016/679/EC 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 (General Data Protection Regulation) entered into force on 25 May 2018.

"Fees" means the fees payable by Customer as a consideration for the license to the Platform, and any other fees payable by Customer pursuant to a Purchase Order, as applicable.

"Identity Provider" or **"IdP"** means a third-party service that is providing identity management and authentication capabilities. Customer can request Scaled Access to enable integration with a compatible IdP through a Purchase Order.

"Intellectual Property Rights" refers to any and all trade secrets, patents and patent applications, industrial property rights, trade and service marks, trade and business names, copyrights, moral, design and database rights, domain names, know-how, rights in Confidential Information, in

inventions and all other intellectual property and proprietary rights (whether registered or unregistered).

"Party" or **"Parties"** means Scaled Access and/or the Customer.

"Partner" means a commercial reselling partner of Scaled Access, authorized to resell the Services on behalf of Scaled Access, including but not limited to AWS Marketplace.

"Purchase Order" each order form, sales quotation, proposal, purchase order or other ordering document that references these T&C, describing the applicable Services as ordered by the Customer and including specific Fees.

"SLA" means the 'Service Level Agreement' attached hereto as [Annex A](#).

"Services" means the Platform service as made available by Scaled Access, as well as any advisory, integration, operational and support services delivered by Scaled Access to Customer and identified in a Purchase Order.

"T&C" means the current general terms and conditions of Scaled Access.

"Target Service Level" means the target levels of Services performance specified in the Service Level Agreement.

3. Services and License

Scope

These T&C shall govern all Services provided by Scaled Access to Customer, including the use of the Platform by Customer.

License

Subject to these T&C, Scaled Access grants to Customer, during the Term, a renewable, non-exclusive, non-transferable, non-assignable, worldwide, right to access and use the Platform, as made available to Customer by Scaled Access for its own internal business purposes, and to install, access, use and operate the Platform, and make the Platform available to its End Users, and in strict accordance with these T&C (the "**License**").

During the Term, Scaled Access will provide access to Customer to standard support Services and product documentation.

License to End Users

Subject to the timely payment of the Fees by the Customer, Scaled Access will grant to the End Users a restricted, personal, non-exclusive, non-transferable, non-assignable, worldwide license, without the right to sub-license. Customer acknowledges and agrees that Scaled Access can only grant a license and shall only deliver access to those End Users that use the Platform in a responsible manner and in full compliance with these T&C. The Customer shall be responsible for ensuring that all End Users are made aware of the terms of these T&C relevant for their use of the Platform and guarantees and shall procure that they comply terms of these T&C.

4. Customer Responsibilities

Collaboration

The Customer undertakes to answer any questions asked by Scaled Access to assist Scaled Access to execute its undertakings under these T&C. In general, the Customer undertakes to collaborate in an efficient, professional and constructive manner and to collaborate in the performance by Scaled Access of the Services.

Customer Information and Access

The Customer understands and agrees that the Services may include advice and recommendations to Customer, but all decisions in connection with the implementation of such advice and recommendations by the Customer shall remain the sole responsibility of the Customer.

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In connection with the Services, Scaled Access shall be entitled to rely on all decisions, specifications and approvals provided by, or on behalf of the Customer.

The Customer accepts and acknowledges that Scaled Access shall not be held liable to the extent that such liability arises due to unauthorised access in case of inaccuracies in the specification of the Purchase Order. The Customer shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to Scaled Access for purposes of the performance by Scaled Access of the Services.

In view of this, the Customer and its End Users are responsible for obtaining and maintaining their internet access to the Scaled Access subscription service. The Customer is responsible for acts and omissions of its End Users relating to these T&C.

Customer Account

The Customer is responsible for safeguarding and managing their End User base and the authentication credentials for its users.

The Customer is responsible for all activities that occur through the use of the Platform and services, except for cases when Scaled Access are not respecting their obligations as described in these T&C.

Customer Testing

When the Customer conducts any tests on its infrastructure which have functional impact on the Platform, they must comply with testing policies of Scaled Access. The Customer must not conduct any penetration testing or load testing on the Platform without prior written consent from Scaled Access. If deemed necessary for protecting the security and integrity of the platform and its components, Scaled Access may terminate any testing of the Platform at any time.

5. Scaled Access Responsibilities

Professional standards

Without prejudice to the Customer's responsibility for the implementation of any advice and/or recommendation made by Scaled Access, as set forth in the preceding paragraph, Scaled Access is responsible for applying professional standards when providing advice and recommendations to the Customer and guarantees its expertise. It is understood however that any advice and/or recommendation given by Scaled Access to the Customer shall always be based on information, content and requests provided by Customer to Scaled Access and for which Scaled Access cannot be held liable. Further, Scaled Access will not be liable for any changes of circumstances or assumptions of any nature (operational, economical, legal, regulatory and others) following the date on which the advice and/or recommendation was given by Scaled Access to Customer.

Target Service Levels

Scaled Access shall use reasonable commercial efforts to meet the Target Service Levels as set forth in the SLA.

Technology Evolution Acknowledgement

Customer acknowledges that the Platform can be extended to other third-party technologies and standards. Identity and access management technologies evolve over time and Customer commits to write its own software code to enable continuity of service between its applications and the Platform.

Scaled Access reserves the right to make, in its sole discretion, changes and updates to the functionality of the Platform from time to time, subject to the provisions of the SLA.

Identity Providers Services

The Platform includes functionality that enables the Customer to connect with certain IdP services or sites, via public facing APIs provided and controlled by the IdP.

Under these T&C, any authentication information transmitted to or accessed by the Platform from an IdP is considered Customer Data.

If an IdP modifies its APIs or infrastructure so that they no longer interoperate with the Platform, or it imposes requirements which cannot be reasonably addressed by Scaled Access, then Scaled Access will notify the Customer and suspend integration and service between the Platform and the concerned IdP or sites, without liability to the Customer.

Scaled Access has no responsibility for the acquisition, development, implementation, operation, support, maintenance or security of any IdP.

6. Financials

Fees

The Customer shall pay the Fees as specified in and in accordance with the applicable Purchase Order. The Customer shall be responsible for the payment of all taxes in connection with any Purchase Order that are legally required to be paid by the Customer.

The Customer is not entitled to a refund of fees paid or relief from fees due if the volume of license service used by the Customer is less than the volume Customer ordered. Customer may not carry over current license unused volume to the next license period.

Payment Disputes

As a matter of last resort, Scaled Access reserves the right (in addition to any other rights or remedies Scaled Access may have), and at its sole discretion, to suspend the Customer's access to the Services and Platform if any Fees are more than ninety (90) calendar days overdue until such amounts are paid in full.

7. Intellectual Property Rights

Customer Data

The Customer retains all of its Intellectual Property Rights, title and interest in and to the Customer Data and Customer Confidential Information. No ownership interest in the Customer Data or Customer Confidential Information is transferred or conveyed to Scaled Access by virtue of these T&C.

The Customer grants to Scaled Access a non-exclusive, royalty-free, worldwide, sublicensable, transferable license to use, copy, store, transmit and display the Customer Data to the extent necessary to perform its obligations under these T&C, in particular to provide and maintain the Services, and for no other purposes.

Services

The Services, including all copies, improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights and other proprietary rights relating thereto or embodied therein, are and remain the exclusive property of Scaled Access and its licensors.

The Customer acknowledges and agrees that (i) Scaled Access shall own all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Services and (ii) Scaled Access may employ, modify, disclose, and otherwise exploit the Platform or any other Services including, without limitation, providing services or creating programming or materials for other Customers.

All rights in and to the Services not expressly granted to the Customer in these T&C are reserved by Scaled Access. No license is granted to the Customer except as to use of the

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Services as expressly stated herein. Scaled Access' name, logo, and the product names associated with the Services are trademarks of Scaled Access or third parties, and they may not be used without Scaled Access' prior written consent, which consent shall however not be unreasonably withheld.

Restrictions

Within the limits of the applicable law and unless stipulated otherwise in these T&C, the Customer agrees that it is not permitted and will not, and will not permit any of its employees or other party:

1. sublicense, lease, rent, loan, distribute, or otherwise transfer or make the Platform available to any third party; nor,
2. reverse engineer, decompile, disassemble or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of any Platform; nor,
3. modify, adapt, alter, translate, copy or make derivative works based on the Platform or any part of the Platform; nor,
4. otherwise use the Platform or any component thereof in any manner that exceeds the scope of use permitted hereunder; nor,
5. alter, remove or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the Platform and associated documentation; nor
6. remove or in any manner circumvent any technical or other protective measures in the Platform; nor,
7. use the Platform to conduct or promote any illegal activities; nor,
8. intentionally distribute any virus, or other items of a destructive or deceptive nature or use the Platform for any unlawful, invasive, infringing, defamatory or fraudulent purpose.

The Customer will use the Platform in compliance with the associated documentation. The Customer may not provide any parts of the Platform to any third party.

8. Confidentiality

Protection

Confidential Information may be disclosed in written or other tangible form or by oral, visual or other means. Confidential Information of Scaled Access includes, without limitation, all information concerning the Services and the Platform disclosed hereunder that is not within any of the exceptions set forth in the section "Exceptions" below. This includes the Platform source code and Scaled Access' processes, techniques and know-how related to identity and access management. It also pertains to documentation, pricing or any financial information, marketing, roadmaps and business plans, information security data, certifications and personal data of Scaled Access employees. Confidential Information of the Customer includes the Customer strategic documentation and processes, systems architecture, marketing and business plans, financial information, information security data, information pertaining to the Customer's partners or suppliers and personal data of the Customer's employees.

The Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the T&C and will disclose the Confidential Information of Discloser only to the employees, contractors or advisors of Recipient who have a need to know such information for purposes of the T&C and who are under a duty of confidentiality no less restrictive than the Recipient's duty hereunder.

The Recipient will protect the Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

Except as provided herein, the Customer shall not allow any access to Scaled Access Confidential Information to any third party. The Parties agree that any actual or threatened breach of this section will constitute immediate, irreparable harm to the non-breaching Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

Exceptions

The Recipient's obligations under the previous section with respect to any Confidential Information of the Discloser will terminate if such information:

1. was already known to the Recipient at the time of disclosure by the Discloser; or,
2. was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; or,
3. is, or through no fault of the Recipient has become, generally available to the public; or,
4. was independently developed by the Recipient without access to, or use of, the Discloser's Confidential Information.

Additionally, the Recipient will be allowed to disclose Confidential Information of the Discloser to the extent that such disclosure is (i) approved in writing by the Discloser, or (ii) required by law or by the order of a court or of a similar judicial or administrative body, provided that the Recipient notifies the Discloser of such required disclosure promptly and in writing and cooperates with the Discloser, at the Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

9. Warranties and Limitation of Liability

Warranties

Standards. Scaled Access warrants that it shall perform the Services in a professional manner and according to industry standards.

Disclaimer. The Services are provided on an "as is" and "as available" basis, and without any representations, warranties or conditions of any kind, whether expressly or implicitly, and including without limitation representations, warranties or conditions of title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, accuracy or completeness, all of which are hereby disclaimed by Scaled Access to the fullest extent permitted by law.

Bugs and Defects. Scaled Access does not warrant that the Platform or Services are completely free from all bugs, errors, or omissions, or will ensure complete security.

Protection. Scaled Access will use commercially reasonable efforts and industry available practices to ensure that the Platform as provided to the Customer under the current T&C is protected against viruses, Trojan horse, worm or any similar malicious code.

Designation. The warranties in these T&C are for the sole benefit of the Customer and may not be extended to any other person or entity.

Exclusions and Limitations of Liability

1. *Exclusion of certain claims.* In no event will Scaled Access be held liable for any consequential, indirect, exemplary, punitive, special or incidental damages – whether foreseeable or non-foreseeable - including reputational

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damages, any lost data or lost profits, arising from or relating to the Services, Platform or these T&C.

2. *Limitation of liability.* Scaled Access's total cumulative liability in connection with these T&C, the Services and the Platform, whether in contract or tort or otherwise, will not exceed the Fees actually paid to Scaled Access under the relevant Purchase Order during the twelve (12) month period preceding the events giving rise to such liability.

Points 1 and 2 above do not apply to either party's fraud or intentional misconduct; or liability or loss which may not be limited by applicable law.

Each Party agrees that these exclusions and limitations apply even if the remedies are insufficient to cover all of the losses or damages of such Party or fail of their essential purpose and that without these limitations the Fees for the Services would be significantly higher.

Neither Party may commence any action or proceeding under these T&C more than two (2) years after the occurrence of the applicable cause of action.

Neither Party will have any liability to the other for any non-performance of their obligations under these T&C to the extent that the non-performance is mandated by applicable law.

10. Indemnification

Indemnification by Scaled Access

Scaled Access will defend, or at its option settle, at its own expense any claim or action brought by a third party against the Customer to the extent the claim or action is based upon an allegation that the Services or Platform infringe any Intellectual Property Rights of a third party, and Scaled Access will pay those costs and damages finally awarded against the Customer in any such action that are specifically attributable to such action or those costs and damages agreed to in a monetary settlement of such action. Such indemnity obligation shall be conditional upon the following: (i) Scaled Access is given prompt written notice of any such claim; (ii) Scaled Access is granted sole control of the defence and settlement of such a claim; (iii) upon Scaled Access' request, the Customer cooperates with Scaled Access in the defence and settlement of such a claim, at Scaled Access' expense; and (iv) the Customer does not make any admission as to Scaled Access' liability in respect of such a claim, nor agree to any settlement in respect of such a claim without Scaled Access' prior written consent. Provided these conditions are met, Scaled Access shall indemnify the Customer for all damages and costs incurred by it as a result of such a claim, as awarded by a competent court of final instance, or as agreed to by the Customer pursuant to a settlement agreement.

Notwithstanding the foregoing, Scaled Access will have no obligation under this section or otherwise with respect to any infringement claim that is based upon (i) any use of the Services or Platform not in accordance with these T&C; (ii) any use of the Services or Platform in combination with products, equipment, software or data not supplied by Scaled Access other than the Platform; (iii) any use of any release of the Platform other than the most current release made available to Customer; or (iv) any modification of the Platform by any person other than Scaled Access or its authorised agents or subcontractors. This section states Scaled Access's entire liability and Customer's exclusive remedy for any claims of infringement.

In the event the Services or Platform, in Scaled Access' reasonable opinion, are likely to or become the subject of a third-party infringement claim (as per this section), Scaled Access shall have the right, at its sole option and expense, to: (i) modify the ((allegedly) infringing part of the) Services or Platform so that they become non-infringing while preserving equivalent functionality; (ii) obtain for the Customer a license

to continue using the Services or Platform in accordance with these T&C.

Indemnification by Customer

The Customer will defend at its own expense any claim or action brought by a third party against Scaled Access that uses on the Customer's instruction the Platform, to the extent the claim or action arises from or is related to the Customer's use of the Services or Platform, excluding any claim or action arising from a breach of the terms of these T&C by Scaled Access, and the Customer will indemnify and hold Scaled Access harmless from and against any losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or related to any such claim or action arising from or is related to the Customer's use of the Services or Platform.

Indemnified Party Obligations

As a condition of the indemnifying Party's obligations under this section, the indemnified Party must (i) notify the indemnifying party promptly in writing of such action or claim; (ii) give the indemnifying Party sole control of the defence thereof and any related settlement negotiations; and (iii) cooperate and, at the indemnifying Party's request and expense, assist in such defence.

11. Privacy Governance

Each Party shall and shall ensure that its personnel and (sub)contractors shall, at all times, comply with its/their respective obligations under the Data Protection Legislation and the Data Processing T&C agreed between the Parties in relation to all personal data that is processed under these T&C.

In connection with and for the purpose of the performance of the services under these T&C, Scaled Access shall process personal data in accordance with the provisions of the Data Processing T&C.

12. Term and Termination

Term

The term of these T&C (the **Term**) shall commence on the effective starting date of the governing Purchase Order and shall continue for the period specified in that Purchase Order (the **Initial Term**). If duration is not otherwise specified in the Purchase Order, the initial term will be one (1) year.

Upon expiration of the Initial Term, the agreement will be automatically renewed for successive one (1) year periods (each a **Renewal Term**), unless either Party provides notice of termination sixty (60) calendar days prior to the end of the Initial Term or then current Renewal Term, as applicable.

Termination

Scaled Access may immediately terminate this agreement (or alternatively, in its sole discretion, suspend the access to the Service) by giving written notice, effective as of the date of delivery of such notice, in the event the Customer infringes Scaled Access' Intellectual Property Rights.

Either Party may terminate the agreement if the other Party breaches any material provision of these T&C and does not cure such breach within thirty (30) calendar days after receiving written notice thereof, or immediately, of such breach cannot be cured.

Either Party may terminate the agreement by written notice to the other Party, effective as of the date of receipt of such notice, if the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.

Upon termination or expiration of this agreement for any reason:

1. any amounts owed to Scaled Access under these T&C will be immediately due and payable; and,

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2. all rights (including for the avoidance of doubt any licenses on the Platform) granted to Customer in these T&C will immediately cease to exist; and,
3. Customer must promptly discontinue all use of the Platform; and,
4. Recipient will return to Discloser or destroy all copies of Discloser's Confidential Information in Recipient's possession or control (all terms defined hereafter); and,
5. Scaled Access has the right to suspend Customer's (and its End Users') access to the Services and the Platform.

The sections related to restrictions, confidentiality, intellectual property rights and liability together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

Termination of the Agreement or of any Services will not entitle Customer to any refund of or relief from payment of any Services Fees paid or payable under these T&C.

13. General

Partners

In case the Customer acquired the Services through a Partner, then these T&C are not exclusive of any rights the Customer obtains under the sale agreement entered into between the Customer and the Partner (the **"Partner Sale Agreement"**). If a conflict occurs between these T&C and the Partner Sale Agreement, then the provisions of these T&C prevail between the Customer and Scaled Access.

If a Partner has granted the Customer any rights that Scaled Access does not also directly grant to the Customer in these T&C, or which conflict with these T&C, then the Customer's recourse is against the Partner.

If the Customer ordered the Services through a Partner, the Initial Term will be as defined in the Partner Sale Agreement, will apply, and the Customer's billing, payment rights and obligations are governed by the Partner Sale Agreement.

If the Partner from whom the Customer purchased the Services fails to pay Scaled Access any amounts due in connection with Customer's use of such Services, then Scaled Access may suspend Customer's (and its End Users') rights to use the Services without liability, upon notice to the Customer. The Customer agrees that the Customer's remedy in the event of such suspension is solely against the Partner.

Subcontracting

Scaled Access shall be entitled to subcontract delivery of the Services to its affiliates and to individual consultants engaged by Scaled Access pursuant to a professional services agreement, without having to obtain the Customer's prior consent, provided that Scaled Access shall remain the sole responsible towards the Customer in respect of all subcontracted obligations. Scaled Access is liable for any breach of its obligations under these T&C that is caused by an act, error or omission of a subcontractor.

References

Scaled Access may use the Customer's information and logo as part of reference, on condition that Scaled Access complies with trademark usage requirements as detailed by the Customer. Scaled Access may issue public announcements or press releases pertaining to collaborations with the Customer, upon the Customer's written approval. Scaled Access will notify the Customer and will wait to receive Customer consent before scheduling any reference calls and related activities.

Assignment

Neither Party shall assign or transfer, by operation of law or otherwise, these T&C or any of its rights under these T&C

(including the License rights granted to the Customer) to any third party without the other Party's prior written consent.

Entire agreement

These T&C together with the relevant Purchase Orders constitutes the full understanding between the Parties with respect to the subject matter and it supersedes all prior or currently written, electronic or oral communications, representations, agreements or understandings between the Parties on the subject.

Amendments

These T&C may not be modified or amended except by a written mean executed by both Parties. In the event of any conflict between the provisions of these T&C and any Purchase Order, the provisions of the Purchase Order will prevail.

Waivers

All waivers must be in writing. Any waiver or failure to enforce any provision of these T&C on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Severability

If any provision of these T&C is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Notices

All notices, consents, and approvals under these T&C must be delivered in writing by courier, by e-mail, or by registered mail to Scaled Access at the address set forth on the first page of these T&C or on the applicable Purchase Order and will be effective upon receipt or when delivery would be refused (except for technical reasons or reasons beyond the other Party's control) on the day following the sending of any notice either by courier, e-mail or registered mail. Scaled Access may change its address by giving notice of the new address to the Customer.

Force Majeure

Scaled Access shall not be responsible for delays or failures in performance of its obligations under these T&C resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, boycotts, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes, other disasters, unauthorized access to Scaled Access' information technology systems by third parties or any other reason where failure to perform is beyond the reasonable control of, Scaled Access.

Governing Law and Jurisdiction

These T&C will be governed by and interpreted in accordance with the laws of Belgium without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these T&C. Any action or proceeding arising from or relating to these T&C shall be submitted to the exclusive jurisdiction of the courts of Antwerp (Belgium).

Annex A: SLA

1. Definitions

Terms not otherwise defined herein shall have the meaning ascribed to them in the T&C (including its Annexes). In addition, the following terms shall have the indicated meaning:

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“Defect” means a failure of one or more components, environments or infrastructure of the Platform.

“Correction” means a modification or an addition to the Platform that resolves a Defect when made or added to the Platform. Scaled Access may provide a Workaround in place of a correction as deemed appropriate, until a correction is provided.

“Designated Customer Support Contact” means a dedicated main point of contact between the Customer and Scaled Access internal teams, who helps them manage the product lifecycle from early project stages and after going live.

“Change Request” means a proposal initiated by the Customer to alter a component of the Platform and the contractually agreed deliverables, which request typically involves charges to the Customer.

“Enhancement Request” means a proposal initiated by the Customer, to enable, improve, modify or update a component, a process or the architecture of the Platform, to enhance functionalities of the Platform, the quality of Services and to increase overall value to the Platform.

“Quick Fix” means a method to address the symptoms of a Service Incident as initial response and to reach at least a level of minimum acceptable service performance. Note: A quick fix is not a permanent solution to fix the root cause of an incident. It can also be known as a work-around.

“Response Time” means the time between the logging or notification of a Service Incident (e.g. an alert or a phone call by an impacted person) or the issuance of a Service Request (e.g. a ticket), and the moment Scaled Access acknowledges to the Customer.

“Release” means the phased-out process of making available, to one or all customers, in one or several environments, of one or of a set of Corrections, changes and enhancements to the Platform and components. The release items are developed and tested by the Scaled Access team, then made available to the Customer for further testing, validation and release sign-off.

“Restoration Time” means the time between the logging or notification of a Service Incident or the issuance of a Service Request, and the moment Scaled Access provides a Quick Fix. Note: The implementation of a definitive solution may be dependent on processes of third parties or on the Customer's processes and as such, target levels cannot be set.

“Service Incident” means an unplanned interruption to a component of the Services, or a reduction in the quality of a component of the Services, or an event that can impact an End User of the Services.

“Service Request” means a request for information, advice, investigation, access to a component of the Services or a change within the scope of a Purchase Order. Note: A Service Request is usually unplanned or ad hoc.

“Target Response Time” means the target Response Time as set forth in section 4 hereof, depending on the severity of a request.

“Target Restoration Time” means the target Restoration Time as set forth in section 4 hereof, depending on the severity of a request.

“Tenant” means an instance, a dedicated space or a share of an instance in the Platform, which can be configured to meet the needs of a single Customer.

“Update” means one or a number of enhancements defined as fixes, patches, updates and releases to resolve technical and functional issues, improve performance or to address security vulnerabilities. Updates may also include enhancements and new features or functionalities to the Platform that the Customer has ordered, but which are made generally available to all customers at no additional charge.

“Workaround” means a set of changes or procedures that the Customer can temporarily use to circumvent or mitigate the impact of a Defect.

2. Interpretation

This SLA forms an integral part of the T&C. The provisions of the T&C therefore apply to the SLA. In case of conflict between any provision in this SLA and any provision of another part of the T&C, this SLA shall prevail.

3. Scope and Purpose

In connection with and for the purpose of the performance of the Services under the T&C, this SLA further details the Services to be provided by Scaled Access and the Target Service Levels.

Customer acknowledges that Scaled Access's ability to meet the Target Service Levels for the Services is dependent on Scaled Access (i) having the information necessary to replicate the reported problem / to understand the request, and, (ii) having real-time access to the Customer personnel who are sufficiently knowledgeable about the associated Services.

4. Support Service Levels

Support Services

Subject to the timely payment of the Fees, Scaled Access will provide support Services to the Customer as described in this section 4. Remedial Maintenance may be requested by the Client by contacting the Support Desk in accordance with section 6 below.

Support Plans

Scaled Access offers two (2) support services packages, i.e. “Enterprise” and “Premium” (each a **Support Plan**). The Support Plans determine the applicable service levels and the windows when Service Requests and Service Incidents are dealt with.

Every Customer with a License for a production Tenant is entitled to the “Enterprise” Support Plan. Customers can opt any time to add on “Premium” Support Plan to their current Support Plan. The cost of the “Premium” Support Plan is defined in the Purchase Order. Customer accepts that for the “Premium” Support Plan, Scaled Access will charge a higher fee than for the “Enterprise” Support Plan, which enables Scaled Access to reserve staff capacity so as to ensure that the Target Service Levels can be supported at all times during the given service window.

Support Plan Features

The features of each Support Plan are described in the table below:

Support Plans			
Types	Description	Enterprise	Premium
Channels	Support Center/Ticketed support	Yes	Yes
	Product Documentation	Yes	Yes
Activities	How-to functional support	Yes	Yes
	High-level technical advice	No	Yes
	Defect analysis, workaround and resolution	Yes	Yes
	Support for bug fixes, CR and FR implementation	Yes	Yes
Documentation	Preparation, maintenance and	No	Yes

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	delivery of custom product documentation		
	Support for non-Production environments	No	Yes
	Preparation, maintenance and delivery of standard product documentation	Yes	Yes
	Access to general tech support knowledge base and webinars	Yes	Yes
Releases	Access to Release notes and product Updates	Yes	Yes
Features	Response time	Standard	Enhanced
	Support hours	Standard	Extended
	Support KPI reviews	No	Yes
	Designated Customer Support Contact	No	Yes

Priority Levels

Scaled Access defines the following Target Service Levels to handle Service Incidents and Service Requests. The severity of a request will dictate the timing and nature of the response as specified in the table below:

Incident handling					
		Enterprise		Premium	
Severity	Description	Target Response Time	Target Restoration Time	Target Response Time	Target Restoration Time
<i>Urgent</i>	Emergency issue, outage, critical business impact, no Workaround available	1 hour 9am-6pm CET	< 4 hours	1 hour 8am - 20pm CET	< 2 hours
<i>High</i>	Significant business impact, Workaround available	4 business hours 9am-6pm CET	< 8 business hours	2 hours 8am - 20pm CET	< 4 hours
<i>Medium</i>	Minor feature function issue, general question	1 business day 9am-6pm CET	< 3 business days	8 hours 8am - 20pm CET	< 1 business day
<i>Low</i>	Minor problem, Change Request or Enhancement Request, operational request	3 business days 9am-6pm CET	Planned	8 hours 8am - 20pm CET	< 7 business days

Scaled Access will use commercially reasonable efforts to meet the Target Response Time or Target Restoration Time for Purchase Orders under the “Enterprise” and “Premium” Support Plans for ninety percent (90%) of the Service Requests and Service Incidents.

Incident handling remarks

To ensure a fair qualification of Service Incidents and Service Requests, their qualification is determined by the Support Desk using the criteria listed above. The final qualification is thus not necessarily adopted from the ticket-priority set by the Customers' staff in the ticket.

Scaled Access provides frequent updates on the progress of the Service Incident and Service Request resolution within the ticket. If Scaled Access fails to meet the Target Response Time or Target Restoration Time specified above, then the Service Incident and Service Request is escalated as follows:

1. Engaging senior management of Scaled Access to oversee the resolution process;
2. Engaging extra resources of Scaled Access;
3. If necessary, bringing in external resources to solve problems in third party software, if applicable.

If the Customer requests Scaled Access for support with respect to an incident that is caused by (i) any use by the Customer (or its End Users) of the Platform not in accordance with the T&C; (ii) any use by the Customer (or its End Users) of the Platform in combination with products, equipment, software or data not supplied by or approved for combined use by Scaled Access; (iii) any use of any release of the Platform other than the most current release made available to Customer; or (iv) any modification of the Platform by any person other than Scaled Access or its authorised agents or subcontractors, Scaled Access has the right to charge the Customer for any support services rendered with respect to such incident on a time and material basis at Scaled Access' then current applicable rates or such other rates as may be agreed between the Parties.

Designated Customer Support Contact

Premium Support Customers have a designated point of contact at Scaled Access who they can consult for all administrative, operational and financial aspects of their Account. The Designated Customer Support Contact serves as the representative of Customer at Scaled Access. He/she is the main escalation contact of Customer at Scaled Access. The Designated Customer Support Contact has a harmonizing role between Customer and the Scaled Access internal teams. He/she will keep Customer updated with relevant Scaled Access product improvements and will ensure continuous alignment of the Scaled Access marketing and business strategies with those of Customer. The Designated Customer Support Contact will advise on the latest market trends while making strategic suggestions to the Customer and shall provide insights regarding Customer's use of the Platform.

Support KPI and Business Reviews

Support KPI review sessions are a Premium feature. Upon request by the Customer, the Designated Customer Support Contact will organise regular sessions to review the status of open projects or tickets raised by Customer and will provide updates and resolution plans for the said open matters.

Professional Services

Scaled Access is able to accommodate requests for Services which are outside the scope of the Support Plan of the Customer. In such cases, Customer will contact their Dedicated Customer Support Contact at Scaled Access by means of email/phone or ticket within a reasonable timeframe. The Designated Customer Support Contact will coordinate with the Scaled Access internal teams concerning functional and technical feasibility of the request and for

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ensuring availability of support. He/she will directly follow-up with Customer for all financial aspects associated with such a request, and the Customer shall be charged on a time and material basis at Scaled Access' then current applicable rates or such other rates as may be agreed between the Parties.

5. Operational Service Levels

Target system availability

To achieve optimal availability, response times and scalability of the microservices of the Platform, Scaled Access uses Amazon Web Services ("AWS") thereby building on the AWS infrastructure-SLA's. Furthermore, Scaled Access ensures continuous operations of the Platform thanks to its quality assurance processes, 24x7 monitoring and alerting. For more information, refer to the service level agreements of AWS below:

<https://aws.amazon.com/legal/service-level-agreements/>

The monitoring includes uptime, connection-loss and capacity utilisation.

Scaled Access shall use reasonable commercial efforts to meet the target system availability and target performance as specified in the table below:

Service component	Target system availability	Target performance
Scaled Access Platform	99.85% Monthly Uptime	< 5 seconds Turn-Around Time for 99% of the API-requests and < 3 seconds for 95% of the API-requests

System Availability Measurements

The service levels of the Platform are measured over monthly services periods. No Target Service Levels are warranted for development, test and staging environments, nor for the production environment before the production date agreed upon with the Customer in writing for the Platform.

The **Turn-Around Time** is the time between reception of an API-request, and, the first API-response produced by that API.

Monthly Uptime is calculated by subtracting from 100% the total percentage of 5-minute periods during the monthly services period for which the Platform is either not accessible or API-requests do not provide an API-response within 15 seconds to more than 1% of the API-requests.

The calculation of the Monthly Uptime and Target Turn-Around Time exclude failures:

- that are caused by factors outside of Scaled Access's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Scaled Access, or,
- that result from any unauthorised actions by the Customer or the Customer's failure to comply with instructions from Scaled Access, or,
- that were caused by Customer equipment, Customer software, or Customer third party services, or,
- that happen during periods of pre-announced, scheduled downtime necessary to implement updates or upgrades, or,
- that were due to suspension of the services due a reaction to a suspected Critical Security Breach, or,
- that are due the suspension of services as described in article 5 of the T&C (*Financials*).

6. Support Desk

In case of a Defect, the Customer may contact Scaled Access' support desk, which will provide solutions to any such Defects to the extent reasonably possible (the **Support Desk**).

Communications will be conducted in Dutch or in English, as requested by the Customer. The Support Desk will be available during business hours only. Messages left between outside of business hours will be processed as from the next business day. The Support Desk contact details are as follows (and may from time to time be update by Scaled Access:

Website: <https://support.scaledaccess.com>

E-mail : support@scaledaccess.com

Scaled Access shall notify the Customer of any changes to those contact details.

7. Exceptions

Scaled Access will correct Defects or address Service Requests which occur from the use of the Platform in accordance with the provisions of the T&C.

Scaled Access is not obliged to correct incidents generated by Customer using incompatible data or incorrect configuration and integration with the Platform.

Scaled Access is entitled to requesting an on-demand agreement with Customer if asked to apply Corrections in non-production environments, without any obligation to prioritise such requests.

Scaled Access is not obliged to configure or assist with migrations to or from the Platform as part of the Support Plan. This Support Plan is applicable only if the Customer hasn't breached any of its obligations as described in the T&C.

8. Suspected security breaches

The following procedure shall apply for a suspected critical security breach (a **Critical Security Breach**), defined as an incident relative to the Platform as installed for the Customer, of which the impact to the Customer's business and/or reputation may be severe and represent a crisis to the Customer. Examples include possible or actual serious Services disruption, leakage of private information about registered End Users, compromise of Customer Confidential Information and suspected breach of the security of a product or repository.

If Scaled Access suspects a Critical Security Breach, it shall promptly inform the designated security contact(s) of the Customer. The Customer shall promptly confirm receipt of this notification and shall state any precautions, restrictions or constraints that they wish to see applied.

If the Customer suspects a Critical Security Breach, it shall promptly inform Scaled Access. The Customer should provide any instructions relative to assistance the Customer expects from Scaled Access and shall state any precautions, restrictions or constraints to be applied.

As part of the reaction to a suspected Critical Security Breach, Scaled Access may deem it necessary to suspend some or all of the Platform in use by the Customer. Depending on the nature, extent and root cause of a suspected Critical Security Breach, any associated downtime may be excluded from the Monthly Uptime and Target Turn-Around Time calculations, except in case of a security breach caused by the Platform.

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Annex B: DPA

1. Definitions

Terms not otherwise defined herein shall have the meaning ascribed to them in the T&C (including its Annexes). In addition, the following terms shall have the indicated meaning. In case of any doubt or differences with the terms defined in the Data Protection Legislation, the definitions stipulated in the relevant Data Protection Legislation shall prevail.

“Contact Person” means the individual(s) assigned by a Party and communicated to the other Party as point of contact and representing the Party for (a part of) the Services.

“Data Controller” means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data.

“Data Processor” means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Data Controller.

“Data Subject” means an identified or identifiable natural person to whom the Personal Data relates. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. The relevant categories of Data Subjects are identified in Schedule 1.

“Personal Data” means any information relating to a Data Subject. The relevant categories of Personal Data that are provided to Scaled Access by, or on behalf of the Customer are identified in Schedule 1;

“Personal Data Breach” means 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 in connection with the provisioning of the Services.

“Processing”, “Process(es)” or “Processed” means any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Services” means all services, functions, responsibilities and outputs of Scaled Access as described in the T&C.

“Standard Contractual Clauses” means the standard contractual clauses of which the European Commission on the basis of Article 26 (4) of Directive 95/46/EC decided that these offer sufficient safeguards for the transfers of personal data to a third country, or the data protection clauses adopted by the European Commission or by a supervisory authority and approved by the European Commission in accordance with the examination procedure referred to in Article 93(2) of EU Regulation 2016/679. In the event of any such data protection clauses adopted in accordance with EU Regulation 2016/679, such clauses shall prevail over any standard contractual clauses adopted on the basis of Directive 95/46/EC to the extent that they intend to cover the same kind of data transfer relationship.

“Sub-processor” means any subcontractor engaged by Scaled Access to perform a part of the Services and who agrees to receive Personal Data intended for Processing on behalf of the Customer in accordance with the Customer’s instructions and the provisions of the T&C.

2. Interpretation

This DPA forms an integral part of the T&C. The provisions of the T&C therefore apply to this DPA. In case of conflict between any provision in this DPA and any provision of another part of the T&C, this DPA shall prevail.

3. Scope and Purpose

In connection with and for the purpose of the performance of the Services under the T&C, the Customer commissions Scaled Access to process Personal Data in accordance with the provisions of the present DPA.

4. Specification of the Data Processing

Any Processing of Personal Data under the T&C shall be performed in accordance with the applicable Data Protection Legislation.

For the performance of the Services, Scaled Access is a Data Processor acting on behalf of the Customer. As a Data Processor, Scaled Access will only act upon the Customer’s instructions. The T&C, including this DPA, are the Customer’s complete instruction to Scaled Access with regard to the Processing of Personal Data. Any additional or alternate instructions must be jointly agreed by the Parties in writing. The following is deemed an instruction by Scaled Access to Process Personal Data: (1) Processing in accordance with the T&C and (2) Processing initiated by the Customer users in their use of the Services.

A more detailed description of the subject matter of the Processing of Personal Data in terms of the concerned categories of Personal Data and of Data Subjects (envisaged Processing of Personal Data) is contained in Schedule 1 hereto.

5. Data Subjects’ Rights

With regard to the protection of Data Subjects’ rights pursuant to the applicable Data Protection Legislation, the Customer shall facilitate the exercise of Data Subject rights and shall ensure that adequate information is provided to Data Subjects about the Processing hereunder in a concise, transparent, intelligible and easily accessible form, using clear and plain language.

Should a Data Subject directly contact Scaled Access wanting to exercise his individual rights such as requesting a copy, correction or deletion of his data or wanting to restrict or object to the Processing activities, Scaled Access shall inform the Customer of such request within eight (8) business days and provide the Customer with full details thereof, together with a copy of the Personal Data held by it in relation to the Data Subject where relevant. Scaled Access shall promptly direct such Data Subject to the Customer. In support of the above, Scaled Access may provide the Customer’s basic contact information to the requestor. The Customer agrees to answer to and comply with any such request of a Data Subject in line with the provisions of the applicable Data Protection Legislation.

Insofar as this is possible, Scaled Access shall cooperate with and assist the Customer by appropriate technical and organizational measures for the fulfilment of the Customer’s obligation to respond to requests from Data Subjects exercising their rights.

6. Consultation and Correction of Personal Data

Scaled Access will provide the Customer, in its role of Data Controller with access to Personal Data Processed under the T&C, in order to allow the Customer to consult and correct such Personal Data.

7. Disclosure

Scaled Access will not disclose Personal Data to any third party, except (1) as the Customer directs, (2) as stipulated in the T&C, (3) as required for Processing by approved Sub-processors in accordance with section 10 hereof or (4) as required by law, in

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which case Scaled Access shall inform the Customer of that legal requirement before Processing that Personal Data, unless that law prohibits such information being provided on important grounds of public interest.

Scaled Access represents and warrants that persons acting on behalf of Scaled Access and who are authorized to Process Personal Data or to support and manage the systems that Process Personal Data (i) have committed themselves to maintain the security and confidentiality of Personal Data in accordance with the provisions of the present DPA, (ii) are subject to user authentication and log on processes when accessing the Personal Data and (iii) have undertaken appropriate training in relation to Data Protection Legislation. Scaled Access shall inform the persons acting on its behalf about the applicable requirements and ensure their compliance with such requirements through contractual or statutory confidentiality obligations.

8. Deletion and Return of Personal Data

At the latest within thirty (30) calendar days upon termination of the T&C, Scaled Access shall sanitize or destroy any Personal Data that it stores in a secure way that ensures that all Personal Data is deleted and unrecoverable. Data used to verify proper data processing in compliance with the assignment and data that needs to be kept to comply with relevant legal and regulatory retention requirements may be kept by Scaled Access beyond termination or expiry of the T&C only as long as required by such laws or regulations.

Upon written request submitted by the Customer no later than fifteen (15) calendar days prior to termination of the T&C, Scaled Access will provide the Customer with a readable and usable copy of the Personal Data and/or the systems containing Personal Data prior to sanitization or destruction.

9. Location of Processing

Scaled Access will store Personal Data at rest within the territory of the European Union.

Any Processing of Personal Data by Scaled Access personnel or subcontractors not located within the European Union may be undertaken only following prior written approval of the Customer and the execution of one of the then legally recognized data transfer mechanisms, such as an additional data processing agreement governed by the Standard Contractual Clauses.

10. Use of Sub-processors

The Customer acknowledges and expressly agrees that Scaled Access may use third party Sub-processors for the provision of the Services as described in the T&C.

Any such Sub-processors that provide services for Scaled Access and thereto Processing Personal Data will be permitted to Process Personal Data only to deliver the services Scaled Access has entrusted them with and will be prohibited from Processing such Personal Data for any other purpose. Scaled Access remains fully responsible for any such Sub-processor's compliance with Scaled Access' obligations under the T&C, including the present DPA. Scaled Access shall, prior to the entrusting of services to such Sub-processor, carry out any relevant due diligence on such Sub-processor to assess whether it is capable of providing the level of protection for the Personal Data as is required by these DPA, and provide evidence of such due diligence to the Customer where requested by the Customer or a regulator.

Scaled Access will enter into written agreements with any such Sub-processor which contain obligations no less protective than those contained in this DPA, including the obligations imposed by the Standard Contractual Clauses, as applicable.

Scaled Access shall make available to the Customer the current list of Sub-processors for the Services identified in

Schedule 2 that to these T&C. Such Sub-processors list shall include the identities of those Sub-processors and their country of location. Scaled Access shall provide the Customer with a notification of a new Sub-processor before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the Services under these T&C.

If the Customer objects to the use of a new Sub-processor that will be processing the Customer's Personal Data, then the Customer shall notify Scaled Access in writing within twenty-one (21) calendar days after receipt of Scaled Access' written request to that effect. In such a case, Scaled Access will use reasonable efforts to change the affected Services or to recommend a commercially reasonable change to the Customer's use of the affected Services to avoid the Processing of Personal Data by the Sub-processor concerned. If Scaled Access is unable to make available or propose such change within sixty (60) calendar days, the Customer may terminate the relevant part of the Purchase Order regarding those Services which cannot be provided by Scaled Access without the use of the Sub-processor concerned. To that end, the Customer shall provide written notice of termination that includes the reasonable motivation for non-approval.

11. Technical and Organizational Measures

Scaled Access has implemented and will maintain appropriate technical and organizational measures intended to protect Personal Data or the systems that Process Personal Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss or destruction. These measures shall take into account and be appropriate to the state of the art, nature, scope, context and purposes of Processing and risk of harm which might result from unauthorized or unlawful Processing or accidental loss, destruction or damage to Personal Data. These measures shall include the following measures:

1. the prevention of unauthorized persons from gaining access to systems Processing Personal Data (physical access control)
2. the prevention of systems Processing Personal Data from being used without authorization (logical access control)
3. ensuring that persons entitled to use a system Processing Personal Data gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights, and that, in the course of Processing, Personal Data cannot be read, copied, modified or deleted without authorization (data access control)
4. ensuring that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified (data transfer control)
5. ensuring the establishment of an audit trail to document whether and by whom Personal Data have been entered into, modified in, or removed from systems Processing Personal Data (entry control)
6. ensuring that Personal Data Processed are Processed solely in accordance with the instructions (control of instructions)
7. ensuring that Personal Data are protected against accidental destruction or loss (availability control)
8. ensuring that Personal Data collected for different purposes can be processed separately (separation control)

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Scaled Access shall adapt these measures systematically to the development of regulations, technology and other aspects and supplemented with the applicable technical and organizational measures of Sub-processors, as the case may be. In any event, the implemented technical and organizational measures shall ensure a level of security appropriate to the risks represented by the Processing and the nature of the Personal Data to be protected, taking also into account the state of technology and the cost of their implementation.

Upon the Customer's request, Scaled Access must provide the Customer within fourteen (14) calendar days of receipt by Scaled Access of the Customer's request with an updated description of the implemented technical and organizational protection measures.

12. Personal Data Breaches

In the event of a (likely or known) Personal Data Breach and irrespective of its cause, Scaled Access shall notify the Customer without undue delay and at the latest within forty-eight (48) hours after having become aware of (the likelihood or occurrence of) such Personal Data Breach, providing the Customer with sufficient information and in a timescale, which allows the Customer to meet any obligations to report a Personal Data Breach under the Data Protection Legislation. Such notification shall as a minimum specify:

1. the nature of the Personal Data Breach;
2. the nature or type of Personal Data implicated in the Personal Data Breach, as well as the categories and numbers of Data Subjects concerned;
3. the likely consequences of the Personal Data Breach;
4. as the case may be, the remedial actions taken or proposed to be taken to mitigate the effects and minimize any damage resulting from the Personal Data Breach;
5. the identity and contact details of the Data Protection Officer or another Contact Person from whom more information can be obtained.

Scaled Access shall without undue delay further investigate the Personal Data Breach and shall keep the Customer informed of the progress of the investigation and take reasonable steps to further minimize the impact. Both Parties agree to fully cooperate with such investigation and to assist each other in complying with any notification requirements and procedures.

A Party's obligation to report or respond to a Personal Data Breach is not and will not be construed as an acknowledgement by that Party of any fault or liability with respect to the Personal Data Breach.

13. Customer Responsibilities

The Customer shall comply with all applicable laws and regulations, including the Data Protection Legislation.

The Customer remains responsible for the lawfulness of the Processing of Personal Data including, where required, obtaining the consent of Data Subjects to the Processing of his or her Personal Data.

The Customer shall take reasonable steps to keep Personal Data up to date to ensure the data are not inaccurate or incomplete with regard to the purposes for which they are collected.

With regard to components that the Customer provides or controls, including but not limited to workstations connecting to Services, data transfer mechanisms used, and credentials issued to the Customer's personnel, the Customer shall implement and maintain the required technical and organizational measures for protection of Personal Data.

14. Specific Categories of Personal Data

To the extent that the Personal Data Processed by Scaled Access includes any Personal Data relating to the health of any data subject (**Medical Data**):

1. Scaled Access shall maintain a complete list of (the categories of) individuals who have access to such Medical Data and shall include in such list a precise description of the capacity in which they process such Medical Data;
2. Scaled Access shall make such list available to the Customer or to any data protection authority upon request, and shall inform the Customer of any updates to such list; and
3. Scaled Access shall ensure that any individuals who have access to such Medical Data are bound by a statutory or contractual obligation to safeguard the confidential nature of such Medical Data.

15. Notifications

Unless legally prohibited from doing so, Scaled Access shall notify the Customer as soon as reasonably possible, and at the latest within two (2) business days of becoming aware of the relevant circumstances, if it or any of its Sub-processors:

1. receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the Processing;
2. intends to disclose Personal Data to any competent public authority outside the scope of the Services of the T&C. At the request of the Customer, Scaled Access shall provide a copy of the documents delivered to the competent authority to the Customer;
3. receives an instruction that infringes the Data Protection Legislation or the obligations of this DPA;

In this respect, Scaled Access shall co-operate as requested by the Customer to enable the Customer to comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation, which shall include the provision of:

1. all data requested by the Customer (which is not otherwise available to the Customer) within the reasonable timescale specified by the Customer in each case, including full details and copies of the complaint, communication or request and any Personal Data it holds in relation to the relevant Data Subject(s); and
2. where applicable, providing such assistance as is reasonably requested by the Customer to enable the Customer to comply with the relevant request within the Data Protection Legislation statutory timescales.

Any notification under this DPA, including a Personal Data Breach notification, will be delivered to one or more of the Customer's Contact Persons via email possibly supplemented by any other means Scaled Access selects. Upon request of the Customer, Scaled Access shall provide the Customer with an overview of the contact information of the registered Customer's Contact Persons. It is Customer's sole responsibility to timely report any changes in contact information and to ensure the Customer's Contact Persons maintain accurate contact information.

16. Term

This DPA enters into force on the date of the T&C and remain in force until Processing of Personal Data by Scaled Access is no longer required in the framework of or pursuant to the T&C.

Schedule 1 - Details of the Personal Data Processing

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1. Data Subjects

The Data Subjects may include Controller's customers, employees, suppliers and end-users. It is the Controller that decides which Data Subjects' Personal Data is transferred and stored. The Processor has no control on this.

2. Categories of Personal Data

Scaled Access may Process (a subset of) the following categories of Personal Data:

- Email address
- First name
- Last name

Optional (thus not required by Scaled Access and only applicable if the Customer or a natural person chooses to complete these):

- Birthday
- Middle name
- City + Postal Code
- Country
- Street Name + Number
- Job Title
- Department

Further, it is the Controller that decides which Personal Data and transferred and stored. The Processor has no control on this.

3. Purposes of Processing of Personal Data

For the purpose of the performance of the Services under the T&C, including but not limited to taking authorization decisions.

Schedule 2 – List of current Sub-processors

- Amazon Web Services
- Freshworks Inc.