

Appendix Data processing

Article 1 - Definitions

The names and terms in this Appendix that are written with a capital letter have the following meaning:

- 1.1 Personal data: all information about an identified or identifiable natural person
- 1.2 Processing: an operation or a whole of operations relating to Personal Data or a set of Personal Data, whether automated or not, such as collecting, recording, organizing, structuring, storing, updating or modifying, retrieving, consulting, using, providing by means of transmission, distribution or otherwise making available, aligning or combining, blocking, erasing or destroying data;
- 1.3 Privacy legislation: all applicable laws and regulations on the processing of personal data - but not limited to - the General Data Protection Regulation;
- 1.4 Datalek (s): a personal data breach, ie any breach of security that inadvertently or unlawfully leads to the destruction, loss, modification or unauthorized disclosure of or unauthorized access to stored or otherwise stored processed data.
- 1.5 Processing Controller: Customer, being the (legal) person who (alone or together with others) determines the purpose and the means for the Processing of personal data and is obliged, on the basis of Privacy Legislation, to take the guarantees that are necessary for that Processing;
- 1.6 Processor: NIS, being the (legal) person who processes Personal Data on behalf of the Processing Officer;
- 1.7 Sub-processor: the (legal) person who in turn processes Personal Data for NIS;
- 1.8 Agreement: the Agreement concluded between the Parties with regard to the services provided by NIS to the Customer, of which this Appendix forms an appendix;

Article 2 - Subject

- 2.1 NIS will process Personal Data on behalf of the Customer at or in connection with the execution of its Services.
- 2.2 On the basis of Privacy Legislation, the Client is regarded in this capacity as the Processing Officer of the Processing of Personal Data and NIS as a Processor. This Appendix contains the conditions and conditions of this Processing of Personal Data by NIS.

Article 3 - Obligations of NIS

- 3.1 NIS processes Personal Data only to the extent necessary with or in connection with the execution of the Agreement concluded between the Parties. The Processing of Personal Data by NIS takes place in a proper and careful manner, in accordance with the Privacy Act and in accordance with the (written) instructions from the Client. Customer guarantees that instructions given by her are in accordance with Privacy legislation.

Article 4 - Sub-processors

- 4.1 NIS is entitled to engage Sub-processors in the Processing of Personal Data, provided that NIS ensures that Sub-processors take on at least the same obligations as rest on NIS based on this Appendix.
- 4.2 NIS will remain the Customer's point of contact in this ratio.

Article 5 - Transfer of Personal Data

- 5.1 NIS will only pass on Personal Data to a country outside the European Economic Area, provided that that country guarantees an adequate level of protection and complies with the other obligations imposed on it by virtue of this Appendix and Privacy Legislation.

5.2 NIS will only pass on Personal Data to the United States on the basis of an EU model contract or to companies certified by the US Department of Commerce on the basis of the Privacy Shield.

Article 6 - Security

6.1 NIS will endeavor to take sufficient appropriate technical and organizational measures to secure the servers (hardware) and the Personal Data stored thereon against loss and against any form of unlawful Processing. These measures guarantee, taking into account the state of the art, the implementation costs, an appropriate level of security in view of the risks of the Processing and the nature, scope and context of the Personal Data to be protected.

6.2 Customer is responsible for taking appropriate technical and organizational security measures with regard to the software and applications used.

Article 7 - Reporting obligation

7.1 In order to enable the Customer to comply with the statutory Reporting Requirements for Data Leaks, NIS will inform the Client of this immediately after it has taken note of a Datalek. This notification includes a description of:

- the Datalek;
- the nature of the infringement (including copying, changing, deletion, theft, unknown);
- when the Datalek has taken place;
- the technical measures taken by NIS to stop the infringement and prevent future infringements.

7.2 NIS will provide further information on the Datalek at the request of the Client, insofar as necessary for the Client to comply with its legal obligations regarding notification to the Authority for Personal Data and the Parties Concerned.

7.3 NIS can, under the Telecommunications Act, have the obligation to report (security) incidents and Data Leaks independently to the Telecoms Compulsory Information Desk.

Article 8 - Rights of Data Subject (s)

8.1 Taking into account the nature of the processing, NIS will, as far as possible, assist the Processing Officer in fulfilling his duty to respond to requests for exercising the rights of the Data Subject (s) laid down in Chapter III GDPR, by means of appropriate technical data and organizational measures.

8.2 NIS will immediately notify the Client of a request (s) of the Data Subjects directly addressed to NIS. NIS shall ensure that sub-Processors engaged by it do not respond independently to requests as referred to in Article 8.1 of this Processor Agreement, unless written instructions have been issued for this.

Article 9 - Data protection impact assessment

9.1 NIS provides the Client with assistance in performing a data protection impact assessment to the extent possible by making available all relevant information in order to assess the effect of the intended processing activities on the protection of Personal Data.

Article 10 - Audits

10.1 If the information and documentation made available by NIS proves insufficient compliance with this Processor Agreement by NIS, the customer has the right to perform an audit. The costs of the audit are borne by the Client.

10.2 An audit initiated by the Customer will take place at least two weeks after the prior announcement, with a description of the components on which the audit and the process take place once a year.

10.3 The processor will cooperate with the audit and provide all relevant information reasonably relevant to the audit, including supporting information, as soon as possible and within a reasonable period of time. Parties will assess the outcome of the audit in mutual consultation.

Article 11 - Confidentiality

11.1 NIS undertakes, unconditionally and irrevocably, secrecy during and after termination of this Agreement of all Personal Data of which it knows or reasonably suspects the confidential nature.

11.2 NIS guarantees that persons employed by or working for NIS and (possible) access to Personal Data are bound by the obligation of confidentiality described in this article and are refrained from copying, transmitting, transferring or otherwise distributing Personal Data. To third parties.

11.3 This obligation shall not apply unless and insofar as disclosure is required by law and / or court order, in which case the information to be disclosed shall be kept as limited as possible.

Article 12 - Liability

12.1 If NIS fails to comply with the obligation under this Processor Agreement, the Customer may give notice of default to NIS. Notice of default will be given in writing, whereby NIS will be given a reasonable period to still fulfill its obligations.

12.2 NIS is liable on the basis of the provisions of article 82 of the GDPR, for damage or loss resulting from the failure to comply with this Processor Agreement. This liability is limited to the amount stated in Article 10.4 of the General Terms and Conditions.

12.3 Parties indemnify each other for all third-party claims (including fines from Authorities) in respect of an act or omission in violation of the Privacy Act of the other Party.

Article 13 - Duration and termination

13.1 The obligations of NIS pursuant to this Annex will also continue unabated after termination of the Agreement, if and insofar as NIS still has access to Personal Data. 14.2 Upon termination of the Agreement, the Customer is responsible for the export of personal data. Thirty (30) days after termination or termination of the Agreement, NIS will remove the existing data and Personal Data on its servers and (back-up) systems.

13.2 NIS may deviate in so far as, in respect of certain Personal Data, there is a statutory retention period applicable to it (including the Telecommunication Data Retention Act) or insofar as this is necessary in order to prove to the Client the fulfillment of its obligations.