GENERAL TERMS AND CONDITIONS

Version: 2.1
Date: June, 2023

Inhalt

MODULE A – GENERAL

ARTICLE A.1. DEFINITIONS
The capitalised terms in these General Terms and Conditions have the following meaning.

A.1.1.   Agreement: every agreement between Dyflexis and Client arising from a proposal made by Dyflexis and the valid acceptance thereof by Client.

A.1.2.   BDSG: German Federal Data Protection Act.

A.1.3.   Client: the natural or legal person with whom Dyflexis has concluded an Agreement.

A.1.4.   Commencement date: the date on which the Agreement comes into effect and on which the provision of the Service starts.

A.1.5.   Confidential Information: All information that becomes known to the other Party within the framework of the Agreement, information that by its nature is to be considered confidential, but not exclusively personal data provided by the Parties, or information that has been marked as such by one of the Parties.

A.1.6.   Data: personal and other data which have been stored by Client and are accessible via the Service.

A.1.7.   Delivery: the moment that the Service has (or the login codes have) been made available to Client.

A.1.8.   Dyflexis: Dyflexis GmbH, Königsallee 27, 40212 Düsseldorf, Germany, registered with the District Court Düsseldorf, HRB 88135

A.1.9.   Force Majeure: External event caused by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically acceptable means even by the utmost care, and is not to be accepted because of its frequency.

A.1.10.   GDPR: Regulation 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 (Data Protection Directive).

A.1.11.   General Terms and Conditions: the provisions laid down in this document.

A.1.12.   Hardware: the equipment to be supplied to Client by Dyflexis under the terms and conditions set out in the Agreement.

A.1.13.   Intellectual Property Rights: all intellectual property and related rights including, but not limited to, copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, as well as rights to know-how.

A.1.14.   Party ,Parties: Individually and collectively Dyflexis and/or the Client.

A.1.15.   Service(s): the service(s) that Dyflexis will perform for Client as described in Dyflexis' proposal including, but not limited to, supplying Hardware and Software (-as-a- service).

A.1.16.   SLA: the service level agreement concluded between Dyflexis and Client containing the agreements regarding the level, the quality of the Services, and the way problems in connection with the Service will be solved.

A.1.17.   Updates: changes in and updates of the Service in connection with bug fixing, improving the functionality and/or remedying faults.

A.1.18.   Upgrades: structural changes in and upgrades of the Service to add (important) functionalities.

A.1.19. Working Days: Monday through Friday, except for national holidays in the Federal Republic of Germany and state of Northrhine-Westphalia.

A.1.20. Work(s): the websites, applications, lay-out, data files, software, documentation, advice, reports, analyses, designs or other products developed or designed by Dyflexis, whether or not on behalf of and/or at the request of Client.

A.1.21. Working Hours: hours on Working Days between 9 am and 5 pm.

ARTICLE A.2. APPLICABILITY AND ORDER OF PRECEDENCE

A.2.1. These General Terms and Conditions are applicable to every quotation or proposal made by Dyflexis regarding Services and constitute an integral part of every Agreement.

A.2.2. The specific modules apply if the requested or offered Services fall under the scope of application described in the module. If a specific module applies, this module prevails over Module A.

A.2.3. The definitions as described in Article A.1 apply to all modules of these General Terms and Conditions, unless a meaning is attributed elsewhere in the Agreement and/or the General Terms and Conditions.

A.2.4. Provisions or conditions imposed by Client that deviate from, or do not appear in, these General Terms and Conditions are only binding for Dyflexis if and insofar as these have been accepted explicitly by Dyflexis in writing.

A.2.5. In the event of any contradiction between provisions in the Agreement, General Terms and Conditions or annexes thereof, the following order of precedence applies:
   i. the Agreement;
   ii. the SLA;
   iii. any annexes to the Agreement;
   iv. these General Terms and Conditions.

ARTICLE A.3. QUOTATIONS AND COMMENCEMENT OF THE AGREEMENT

A.3.1. The Agreement commences upon acceptance of the quotation by Client.

A.3.2. Quotations made by Dyflexis are valid for the period indicated in the quotation. If no period has been specified, the quotation is valid up to thirty (30) days after the date on which the quotation was sent by Dyflexis.

ARTICLE A.4. PERFORMANCE OF THE AGREEMENT

A.4.1. Dyflexis will deliver the Service within the deadline as described in the quotation.

A.4.2. Dyflexis will provide the Service to the best of its abilities with sufficient care and expertise.

A.4.3. If and to the extent that this is required for the proper execution of the Service, Dyflexis has the right to have certain activities carried out by third parties. Dyflexis will not charge the costs incurred by the third party to Client, unless agreed otherwise in writing.

ARTICLE A.5. ADVICE

A.5.1. All Services that can be regarded as advice or that have an advisory nature will

be
 performed exclusively to the best of Dyflexis' knowledge and ability.

A.5.2.   Dyflexis will give advice based on the preconditions specified by Dyflexis and information obtained from Client. Should it emerge that not all relevant information was obtained and/or if other kinds of problems and/or insights arise including, but not limited to, incompatibility problems (Services that are incompatible with each other), the advice given may be changed to reflect the new situation

ARTICLE A.6. CLIENT'S OBLIGATIONS

A.6.1   Client must do everything, or refrain from doing anything, that is reasonably necessary or desirable to enable the timely and correct execution of the Service. Client must ensure that all data, which Dyflexis indicates are necessary, or which Client reasonably should understand to be necessary, for the execution of the Service, are provided timely to Dyflexis.

A.6.2   Besides the data as referred to in Article A.6.5, Client must provide up-to-date contact details to Dyflexis for the communication between Dyflexis and Client. Client will immediately inform Dyflexis in the event of a change in these contact details.

A.6.3   If the data and contact details referred to in Article A.6.4 and A.6.5 are not provided to Dyflexis timely or if Client does not fulfil its obligations in another manner, Dyflexis has the right to suspend fulfilment of its obligations.

A.6.4   In performing an engagement, Dyflexis will only take into account the data, information, wishes, preferences or requests that Client explicitly communicates to Dyflexis.

A.6.5   Client will render all cooperation to Dyflexis and will at all times promptly provide all useful and necessary data and/or other information needed for the proper performance of the Agreement. Client will warrant the accuracy of that data and/or other information.

A.6.6   If data, information, wishes, and/or requirements needed for the performance of the Agreement are not available to Dyflexis, or are not available on time and/or as agreed, or if Client fails to fulfil its obligations in any other way, Dyflexis may suspend its performance of the Agreement.

A.6.7   If changes or new facts arise in the interim regarding data, information, wishes and/or requirements previously provided, Dyflexis and Client may amend the Agreement to reflect those new circumstances.

A.6.8   If Client makes functional improvements or other changes to the Services after having obtained Dyflexis' required prior written permission, Client will be obliged to communicate those changes to Dyflexis in cases where Dyflexis provides Maintenance, Support or other services in respect of the Products and Services provided to Client.

A.6.9   If Dyflexis performs work at locations other than its own, Client will provide free-of- charge facilities reasonably required by Dyflexis, such as toilets, cafeteria facilities, workspace and telecommunication facilities.

A.6.10   Client is responsible for the integrity and security of the information, communication and telecommunication systems used by Client. Client will take appropriate technological and organisational security measures to

protect Data.

ARTICLE A.7. PRIVACY

A.7.1. The Parties shall comply with all applicable data protection laws, in particular the GDPR and BDSG, with regard to the processing of personal data in connection with the performance of the Agreement.

A.7.2. For certain processing of personal data, Dyflexis shall act as a processor on behalf of the Client. Details regarding such processing are set forth in the data processing agreement, which is attached to the Agreement.

ARTICLE A.8. INTELLECTUAL PROPERTY

A.8.1. For Works and/or Services developed by Dyflexis itself, the Intellectual Property Rights are with Dyflexis.

A.8.2. The Intellectual Property Rights regarding (open source) third-party software used by Dyflexis, are with the developer of this software or another owner. Such rights can in no case be transferred to Client. Client is responsible for compliance with the (open source) software licences and indemnifies Dyflexis for claims from third parties regarding compliance with these licences.

A.8.3. Dyflexis grants Client a non-exclusive and non-transferable right to use the Works for the term of the Agreement from Dyflexis for the Works which have been developed specifically for Client and at the Client's Request for the number of users specified in the quotation. Under this right, Client has the right to use the Works for its own purposes. In addition, Dyflexis can impose limitations and/or conditions on the use of the Works.

A.8.4. Dyflexis is not required to make source files and the source codes of the Works available to Client, unless agreed otherwise in writing.

A.8.5. Dyflexis may take technical measures to prevent changes in the Works, corresponding source files and source codes. This also comprises securing the Works by means of encryption.

ARTICLE A.9. LIABILITY

A.9.1. Dyflexis shall be liable without limitation for intent or gross negligence, for injury to life, limb or health, according to the provisions of the Product Liability Act as well as for guarantees or warranted characteristics.

A.9.2. In the event of a slightly negligent breach of an obligation which forms the basis of the Agreement, is essential for the achievement of the purpose of the Agreement, and on the compliance with which the Client may rely, the liability of Dyflexis shall be limited to the amount of the foreseeable damage typical for the Agreement.

A.9.3. The aforementioned limitation of liability shall also apply in favor of the employees, representatives and bodies of Dyflexis.

ARTICLE A.10. FORCE MAJEURE

A.10.1.   In the event of Force Majeure, both Parties shall be released from their performance obligations for the duration of the event of Force Majeure.

A.10.2.   Each Party may suspend the obligations pursuant to the Agreement during the period in which the event of Force Majeure lasts. If this period lasts longer than ninety (90) days, each Party has the right to terminate the Agreement.

ARTICLE A.11.   CONFIDENTIALITY

A.11.1.   Parties are bound to confidentiality and shall protect all Confidential Information that they receive about the other Party with adequate technical and organisational measures, including the contents of the Agreement. Parties also impose this obligation on their employees as well as on third parties that they have contracted for the execution of the Agreement.

A.11.2.   The confidentiality obligation in Article A.11.1 shall not apply to Confidential Information which is proven to have already been known to the recipient at the time of conclusion of the Agreement or which subsequently becomes known to the recipient by third parties without violating a confidentiality agreement, statutory provisions or official orders, or which is publicly known at the time of conclusion of the Agreement or which subsequently becomes publicly known, provided this is not based on a breach of this Agreement, or which must be disclosed due to statutory obligations or by order of a court or an authority. To the extent permitted by law, the recipient required to disclose shall notify the other Party in advance and provide the other Party with an opportunity to oppose such disclosure.

A.11.3.   Parties shall disclose Confidential Information only to those employees who need to know it for the performance of the Agreement and shall impose a confidentiality obligation on such employees to the extent permissible also for the period after their departure.

ARTICLE A.12.   PRICES

A.12.1.   The charges for the provision of the Services are stated in the quotation submitted by Dyflexis. All prices are stated in euros (€) and exclusive of all applicable taxes.

A.12.2.   If the Client uses the Services for more than the number of users specified in the quotation, Client will pay the additional fees according to the fee arrangement specified in the quotation for the number of additional users to Dyflexis.

A.12.3.   If the Agreement is a continuing contract, the payments due in accordance with the quotation will be invoiced to Client before each new period, unless agreed otherwise in writing. Any extra costs will be settled in arrears.

A.12.4.   The prices will be raised annually on January 1st with the percentage applying for the past year based on the Producer price index for services in Germany, without Client having the right to terminate the Agreement. Amounts deducted are not indexed.

A.12.5.   The fees agreed between Dyflexis and Client will be based, inter alia, on electricity costs, salaries, social security contributions, hosting, third party plugins, materials, travel and accommodation costs, as well as the exchange rate

between the currencies used, as applicable at the time of entering into the Agreement. In the event of any changes in one or more cost items, including the cost of third-party Services and/or changes in the exchange rate, or changes in price indices, Dyflexis will be entitled to adjust the prices to reflect those changes.

ARTICLE A.13. PAYMENT CONDITIONS

A.13.1. Dyflexis will send an invoice to Client for the amount owed by Client. The payment period of this invoice is fourteen (14) days after the invoice date, unless specified otherwise in the invoice or agreed otherwise in the Agreement. If payment in advance has been agreed, the Service will only be provided after the invoice has been paid.

A.13.2. Client agrees to electronic invoicing by Dyflexis. Invoices will be sent as a PDF or other generally accepted format to the email address of Client known at Dyflexis.

A.13.3. If Client has not yet paid all amounts due (in full) at the end of the payment period, Dyflexis will grant Client the opportunity to pay the invoiced amount yet within a reasonable period. As from sixty (60) days after the due date of the invoice, Client who has not paid timely is automatically in default by force of law, without a notice of default being required. As from that moment, Dyflexis has the right to limit all its services, for example, by limiting the access to the Service or temporarily suspending the Service or showing a warning message in the Service. In the event of a suspension by Dyflexis, the obligations of Client remain in effect in full including, but not limited to, the payment obligation. This suspension right also applies regarding Services for which Client has fulfilled all its obligations.

A.13.4. The payment obligation is immediately due and payable in the event Client or a third party applies for the bankruptcy of Client or in the event of a general seizure of the Client's assets by a third party, or Client enters into liquidation or is dissolved.

A.13.5. Client is obliged to pay all amounts owed under the Agreement in full, even if Client opts at a later time not to have some of the contractual work under the Agreement carried out.

ARTICLE A.14. DURATION OF THE AGREEMENT

A.14.1. The Agreement is entered into for the period specified in the quotation. If no period is specified, the Agreement is entered into for a period of twelve (12) months. Early termination of the Agreement is only possible as stipulated in the Agreement, or with the consent of both parties. If the Agreement concerns a contract for professional services, this agreement cannot be terminated early by Client.

A.14.2. If the Agreement concerns a continuing contract (for example, in the event of a SaaS agreement), this agreement is automatically extended for the same period if a written notice of termination is not received before the end of the period, taking into account the notice period, unless agreed otherwise.

A.14.3. Both parties will take a notice period of three (3) months into account.

A.14.4.   In the event of complete or partial cancellation of the Agreement by Client, on grounds whatsoever, Client is obliged to pay 50% of the non-recurring costs specified in the quotation or the hours already spent - depending on which amount is higher. Cancellation is only possible up to the moment that Dyflexis has taken the order into production.

ARTICLE A.15.   AMENDMENTS

A.15.1.   Dyflexis may amend these General Terms and Conditions if it announces the intended amendment to Client no later than thirty (30) days in advance. These amendments also apply regarding existing Agreements.

A.15.2.   If Client refuses to accept an amendment in these Terms and Conditions, Client can terminate the Agreement up to the date on which the new terms and conditions come into force.

ARTICLE A.16.   OTHER PROVISIONS

A.16.1.   German Law excluding the UN-Convention on Contract for the International Sale of Goods (CISG) applies to the Agreement.

A.16.2.   Unless mandatory statutory provisions specify otherwise, all disputes that may arise pursuant to this Agreement are submitted to the competent court in Düsseldorf, Germany.

A.16.3.   Communication by email is also regarded as "written" in these General Terms and Conditions.

A.16.4.   If Client is acquired by a third party or if Client acquires a third party, it must immediately notify Dyflexis as soon as Client has become aware of the acquisition.

A.16.5.   Dyflexis has the right to transfer its rights and obligations pursuant to the Agreement to a third party who takes over the Service or the business activity concerned from Dyflexis, without the approval of Client being required for this.

A.16.6.   Should any provision of the Agreement be invalid or unenforceable, the effectiveness of the remaining provisions of the Agreement shall not be affected thereby. The invalid or unenforceable provision shall be replaced by an effective and enforceable provision the effects of which come as close as possible to the economic objective pursued by the Parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis if the Agreement contains a gap in the provisions.

A.16.7.   The heading above the clauses of these Terms and Conditions are only intended to enhance the readability of this document. The content and meaning of a clause that is placed under a heading is therefore not limited to the meaning and content of the heading.

MODULE B – CONSULTANCY AND PROJECT MANAGEMENT

If the Service (also) includes providing advice with regard to ICT and ICT infrastructure, implementation and/or use of software or providing training, that which is stipulated in this module also applies.

ARTICLE B.1.   CONSULTANCY AND PROJECT MANAGEMENT
B.1.1.   Dyflexis will carry out consultancy and project management to the best of its abilities with care and expertise.
B.1.2.   Parties will determine in advance which items are part of the consultancy and/or project management. If necessary, this will be adjusted during the project management in mutual consultation. Dyflexis has the right to charge any extra costs in connection with this.
B.1.3.   Dyflexis will always inform Client in advance about the time and costs in connection with work to be carried out in the quotation. The time that is necessary for the work in question is dependent on various factors, including the cooperation of Client.

ARTICLE B.2.   TRAINING SESSIONS AND COURSES
B.2.1.   Dyflexis determines the contents of training sessions or courses.
B.2.2.   In the event that Dyflexis gives a training session or course at a location of Client, Client is responsible for providing the facilities required by Dyflexis (including in any case sufficient course space, computers, beamers, internet connections, food and drinks) for the training session or course, as well as handling the registrations.
B.2.3.   Cost-free cancellation and/or rescheduling of a training session or course by Client can only take place up to five (5) Working Days before the date of the planned training session or course. In the event of cancellation and/or rescheduling within five (5) days before the date, 50% of the agreed costs must be paid.
B.2.4.   In the event of cancellation and/or rescheduling on or after the day of the training session, 100% of the agreed costs must be paid. When Client does not appear on the day of the training session without announcing this (a No-show), 100% of the agreed costs must be paid.

MODULE C – SUPPLYING HARDWARE

If the Service (also) includes supplying (ICT) Hardware that which is stipulated in this module also applies.

ARTICLE C.1. DELIVERY
- C.1.1.   Dyflexis will deliver the Hardware on the date agreed in the quotation.
- C.1.2.   The Hardware will be delivered, in principle, at the address of the Client that is known at Dyflexis. Client is responsible for providing the correct address details if this changes, or if Client wishes to use a different delivery address.
- C.1.3.   Hardware can be collected free of charge. The costs of shipping to outside the EU will be charged to Client.
- C.1.4.   Client is obliged to check the Hardware immediately after receiving the Hardware. If Client observes visible defects, Client must inform Dyflexis within ten (10) Working Days.
- C.1.5.   Other defects must be reported to Dyflexis within ten (10) days after Client has become aware of the defect.
- C.1.6.   If Dyflexis is not informed of the above-mentioned complaint within the aforementioned periods, the received Hardware is deemed to have been in a good state.
- C.1.7.   Complaints do not suspend Client's payment obligation.
- C.1.8.   If after delivery the nature and/or composition of Hardware has been changed or completely or partially adapted, processed or damaged, Client no longer has the right to lodge a complaint.

ARTICLE C.2. PAYMENTS AND RETENTION OF TITLE
- C.2.1.   For the delivery of Hardware, Client must pay half of the agreed amount to Dyflexis in advance. Dyflexis will only send and/or make this Hardware available to Client after this first payment.
- C.2.2.   As long as Client has not paid the total agreed amount in full, all delivered goods remain the property of Dyflexis.

ARTICLE C.3. WARRANTIES IN THE CONTEXT OF PURCHASE OF HARDWARE

- C.3.1.   Dyflexis provides a twenty-four (24) month warranty on the supplied Hardware.
- C.3.2   After inspection by Dyflexis, it will repair the Hardware free of charge, unless it appears from the inspection that the defects are the consequence of Client's own acts. If that is the case, then Dyflexis may charge the costs of repair to Client. Dyflexis will always inform Client in advance of an estimate of the costs.
- C.3.2   Dyflexis is not obliged to provide (temporary) replacement Hardware to Client, unless agreed otherwise in writing.

MODULE D – SAAS SERVICES

If the Service (also) includes services concerning the supply of software (as a service), or installing, administrating, and maintaining software (as a service), that which is stipulated in this module also applies.

ARTICLE D.1. DELIVERY OF SOFTWARE (AS-A-SERVICE)

D.1.1. Dyflexis grants the non-exclusive, non-transferable, and limited right to make use of the Service to Client for the duration and under the terms and conditions of this Agreement.

D.1.2. The right of use as referred to in the previous paragraph also includes all future Updates. Dyflexis is entitled to charge additional costs for the installation of Upgrades.

D.1.3. Client has the right to make use of the Service under the right of use for Client's company or institution. The limitations, also including the number of employees and/or administrators and available functions are specified in the Agreement.

D.1.4. Unless agreed otherwise in writing, Client may not sub-lease the Service or make the Service available to third parties in another manner.

D.1.5. When making use of the Service, Client shall ensure that all applicable statutory obligations are complied with.

D.1.6. Client will take appropriate technological and organisational security measures.

D.1.7. Dyflexis will send or deliver the login details of the Service to Client on the Commencement Date. Client is aware that loss of the login details can lead to unauthorised access to the Service. Therefore, Client shall ensure that unauthorised persons are unable to view the login details.

D.1.8. Client is responsible for uploading all data into the Service using the uploading option or one of the synchronisation options that Dyflexis has made available in the Service.

D.1.9. Client will at least impose the same terms and conditions as stated in Article D.5 on the end users with regard to the use of the Service.

ARTICLE D.2. AVAILABILITY AND MAINTENANCE

D.2.1. If an SLA (Service Level Agreement) has not been concluded between the parties, the following provisions apply.

D.2.2. Dyflexis aims to ensure that the Service is available; however, it does not guarantee uninterrupted availability.

D.2.3. Dyflexis actively maintains the Service. Maintenance can take place at every moment, also when this could lead to limited availability. However, Dyflexis will make an effort to carry out the maintenance during times that minimal use is made of the Service. Maintenance will be announced in advance in as far as possible.

ARTICLE D.3. WARRANTIES AND MODIFICATIONS

D.3.1. Client accepts that the Service only contains the functionalities and other

features as Client encounters in the Service at the time of delivery ("as is").

D.3.2. Client is responsible for checking the calculations or processing of Data by the Service.

D.3.3. Dyflexis may modify the functionality of the Service from time to time. The feedback and suggestions of Client are welcome in this case; however, Dyflexis has the right not to implement the modifications if it has reasonable grounds for this. Dyflexis aims to, but is not obliged to, announce which modifications it plans to implement at least two (2) Working Days in advance. Client may not continue to make use of the old version of the Service under any circumstances.

D.3.4. Instead of the Service ordered by Client, Dyflexis may deliver other Services provided that their operation and capacity do not differ materially from the original order.

D.3.5. Dyflexis is not obliged to continue to offer or facilitate third-party Services subject to intellectual or industrial property rights owned by third parties and which form part of the Service (including third-party plugins) in any form whatsoever.

ARTICLE D.4. SUPPORT BY DYFLEXIS

D.4.1. Dyflexis offers support in connection with the delivery of the Service in the form of oral (telephone) and written (email) advice on the use and functioning of the Service.

D.4.2. Dyflexis is entitled to charge costs for Upgrades. Dyflexis will always inform Client in advance about the costs.

ARTICLE D.5. RULES OF CONDUCT

D.5.1. Client may not make use of the Service to violate German laws or regulations or other laws and regulations that apply to the Client or Dyflexis or to infringe upon the rights of others.

D.5.2. It is forbidden by Dyflexis to make use of the Service to offer, store, or distribute materials that:

a. are clearly primarily intended to help others violate the rights of third parties, such as websites with (exclusively or mainly) hack tools or explanations about computer crime that are clearly intended to enable the readers to carry out the described criminal activities or to have these carried out, and not to be able to defend themselves against this;

b. are clearly dishonourable, defamatory, insulting, racist, discriminating or spread hatred;

c. contain child pornography or bestiality pornography or are clearly aimed at helping others to find such materials;

d. result in a violation of the privacy of third parties, including in any case, but not limited to, distributing the personal data of third parties without permission or necessity or repeatedly bothering third persons with undesired communication;

e. contain hyperlinks, torrents or references with (locations of) materials that clearly infringe upon copyrights, related rights or portrait rights;

  f. contain unsolicited commercial, charitable, or idealistic communication; or

  g. contain malicious content such as viruses or spyware.

D.5.3. Client shall refrain from hindering other customers or internet users or causing damage to systems or networks of Dyflexis or other customers. Client may not start processes or programmes, whether or not via the systems of Dyflexis, of which Client knows or could reasonably suspect that these would hinder or damage Dyflexis, its customers or internet users.

ARTICLE D.6. NOTICE & TAKEDOWN (COMPLAINTS PROCEDURE)

D.6.1. When Dyflexis receives a complaint regarding a violation of the previous Article by Client, or when Dyflexis observes that this appears to be the case, Dyflexis will inform Client as soon as possible about the complaint or violation. Client shall respond to this as soon as possible, after which Dyflexis will decide on what action to take.

D.6.2. If Dyflexis is of the opinion that this concerns a violation, it will block the access to the data and/or files in question; however, without removing these permanently (unless this is technically impossible, in which case Dyflexis will make a back-up). Dyflexis will make an effort not to affect any other data and/or files. Dyflexis will inform Client as soon as possible about the measures taken.

D.6.3. If Dyflexis is of the opinion that this concerns a violation of the previous Article (Rules of Conduct) it has the right - 24 hours after sending the notification - to limit all of its services, for example by restricting the access to the Service or temporarily suspending the Service, without Client having the right to demand compensation for any damages that it could suffer as a result. Dyflexis may also always report the observed criminal facts to the authorities. Dyflexis is only obliged to hand over data of Client to a third party after a court summons.

D.6.4. Dyflexis has the right to terminate the Agreement in the event of frequent complaints about Client or about the information stored by Client.

ANNEX 1 – SERVICE LEVEL AGREEMENT

ARTICLE 1.   DEFINITIONS
In addition to the definitions as used in the General Terms and Conditions, the following definitions are used in this SLA.

1.1.   Actual Availability: the actual realised degree of availability of the Service.
1.2.   Fault: substantially not satisfying the functional specifications explicitly agreed between Parties in writing. It is only considered a Fault when Client can demonstrate this, and this Fault can be reproduced by Dyflexis.
1.3.   Desired Availability: the degree of availability of the Service aimed for by Dyflexis.
1.4.   Recovery time: the time between (i) the time at which Dyflexis has discovered a Fault or Client has reported a Fault and this has been confirmed by Dyflexis and (ii) the time at which the Fault has been remedied, (the Fault in) the Service has been replaced, or a Workaround has been created, as determined by Dyflexis.
1.5.   Maintenance: carrying out repairs, taking precautionary measures and regularly checking the Service as well as scheduled maintenance.
1.6.   Support: providing oral (telephone) or written advice and/or other supporting activities with regard to the use and the functioning of the Service.
1.7.   Response time: the time between (i) the time at which Client has reported a Fault and (ii) the time at which Dyflexis sends a response to Client regarding receipt of the report, as determined by Dyflexis.
1.8.   Working Day: from 9 am to 5 pm on Monday through Friday, with the exception of recognised and official holidays in Germany.
1.9.   Modifications: a structural modification in the Service which has been requested by Client and registered by Dyflexis.
1.10.   Workaround: an act with which a Fault can be circumvented temporarily or permanently.

ARTICLE 2.   NATURE OF THE AGREEMENT
2.1.   This document forms the SLA for the Service as this is provided by Dyflexis. The purpose of the SLA is to lay down the service level. This is achieved by describing important elements, setting performance standards, and laying down the consequences of not achieving these standards.
2.2.   The SLA comes into force at the time of the first delivery of the Service and is entered into for the same period as the Agreement under which the Service is delivered. The SLA ends automatically on the date on which the Agreement ends. A termination of the Agreement will also be regarded as a termination of this SLA.
2.3.   This SLA only pertains to the following standard support activities of Dyflexis:
   a. carrying out (periodic) Maintenance;
   b. remedying Faults;
   c. implementing Modifications;
   d. monitoring the Desired Availability; and
   e. providing Support.

2.4.   In addition to these standard support activities, Dyflexis can carry out other activities for Client. These activities may be charged separately. Dyflexis will always provide an overview of the costs to Client in advance.

2.5.   The General Terms and Conditions apply to this SLA. In the event of a contradiction between the provisions, the order of priority set out in the General Terms and Conditions applies.

ARTICLE 3.   CONTACT INFORMATION

3.1.   Client shall make use of the following contact information to report Faults:

When	Email address	Telephone number
During Working Hours	support@dyflexis.com	+49 211 418 727 07
Outside Working Hours	N.A.	+49 211 418 727 09

3.2.   Outside Working Hours, Client can contact Dyflexis via the above-mentioned telephone number if, in Client's opinion, it concerns a Fault as described in priority level 1. Should that not be the case in Dyflexis' opinion and should Dyflexis believe that misuse has been made of the emergency number, then Dyflexis has the right to charge the hours worked.

3.3.   Client and (certified) employees of Client may contact Dyflexis under this SLA.

ARTICLE 4.   PRIORITY LEVELS AND FAULT HANDLING

4.1.   Faults will only be reported to Dyflexis by Client in accordance with the overview specified in Article 3 (Contact information). If Faults are reported to Dyflexis in another manner, for example via other telephone numbers or email addresses, a correct handling will in all likelihood not take place or will not take place properly.

The following information must be provided to Dyflexis when reporting a Fault:
   a)   the name of Client's organisation;
   b)   the name of the contact person for this Fault at Client;
   c)   up-to-date contact information ((mobile) telephone number, email address) of this contact person;
   d)   description of the Fault, as accurately as possible;
   e)   description of the steps already taken by Client.

4.2.   The Faults, provided they are amenable to further action by Dyflexis, are categorised into the following priority levels:

Level	Description	Explanation
1	High	The Service not being available at all.
2	Average	Partially interrupted / reduced availability of the Service.

3	Low	Problems with limited consequences for Client. The Service is available but does not function completely.

Based on the information provided in Client's report, the priority level is determined reasonably by the Dyflexis support employee, who will start handling the Fault.

4.3. The obligation of Dyflexis with regard to handling Faults is set out in the columns below for each priority level:

Priority	During Working Days		Outside Working Days	
----------	Response time	Recovery time	Response time	Recovery time
1	0.5 hours	4 hours	2 hours	8 hours
2	2 hours	8 hours	4 hours	2 Working Days
3	1 Working Day	10 Working Days	1 Working Day	10 Working Days
Dyflexis is not obliged to provide support work outside Working Days, unless agreed otherwise in writing. Dyflexis recommends using the Service on Working Days whenever possible.				

In deviation from the above-mentioned overview, Dyflexis may pass Faults with priority level 3 on to next releases of the Service. In doing so, Dyflexis will take the consequences for Client into account in as far as possible; however, Dyflexis is not obliged to do so.

4.4. The support employee of Dyflexis will inform the contact person at Client of the specific Fault by email within the Response Time about:
   a) The priority level of the Fault; and - if this is already known -;
   b) The cause and the solution of the Fault.

4.5. In order to inform Client about the handling of the Fault, Dyflexis must have Client's up- to-date contact details. It is Client's responsibility to provide correct and up-to-date contact details.

4.6. If the contact details that are known at Dyflexis are not correct due to an act or omission on the part of Client, or if not timely providing information to Client regarding handling of the Fault by Dyflexis is due to circumstances for which Dyflexis cannot be held accountable, then the time of providing information on the handling of the Fault is deemed to be the attempt that Dyflexis has made to do so.

4.7. Client will assist to the best of its abilities with remedying the Fault.

4.8. If assistance is not provided as referred to in the previous paragraph, not due to Dyflexis' actions, the Recovery Time will only commence at the time that Client provides the necessary assistance.

4.9. Dyflexis makes use of an escalation procedure which is implemented when a Fault cannot be solved within a specific period of time (Recovery Time). During this procedure, Dyflexis will make use of all available resources (including, when it considers this necessary, external technical engineers) to expedite solving the Fault. In addition, specific agreements can be made with Client regarding solving

the Fault during the escalation procedure. During the escalation procedure, Dyflexis will inform Client about the progress with regard to solving the Fault every working day.

4.10. Dyflexis maintains the right not to provide any Support one working day a year in connection with team building and training purposes. The day in question will not be defined as a Working Day.

ARTICLE 5. AVAILABILITY

5.1. Dyflexis makes an effort to ensure that the Service is available twenty-four (24) hours a day, seven (7) days a week during the whole year 99.8% of the time, this is the Desired Availability.

5.2. Availability means that the Service can be accessed and used by Client. Interruptions of the connection and/or equipment that are beyond Dyflexis control, including Client's own connection and/or equipment are not included.

5.3. The Actual Availability is calculated by Dyflexis monthly as follows:

$$DB = \frac{GB - \sum G}{GB} * 100\%$$

"DB" = Percentage of Actual Availability;
"GB" = Desired Availability in minutes;
"G" = The number of minutes that a Fault occurs.

5.4. Non-availability caused by force majeure, Maintenance, Hardware and/or equipment supplied by Dyflexis over which Dyflexis has no control, is not regarded as a Fault and does not under any circumstances have an effect on the calculation of the Actual Availability.

5.5. Dyflexis strongly recommends that Client schedule sufficient time and margin for overruns for using a Service, in any case for payroll matters. Dyflexis recommend that Client observe a margin of at least three Working Days.

ARTICLE 6. MONITORING AVAILABILITY

6.1. Dyflexis will take a sample of relevant data every five minutes in order to determine whether the obligations laid down in Article 5 (Availability) are adhered to. An average is calculated based on these samples. This average determines whether the specified standards are exceeded unless Client provides evidence to the contrary.

6.2. At Client's request regarding alleged non-availability and after receiving a notification of non-availability of a Service, Dyflexis will respond in accordance with the Response Times as specified in Article 4.3.

ARTICLE 7. MAINTENANCE

7.1. Dyflexis can carry out Maintenance of the Service from time to time as it sees fit. Dyflexis shall seek to carry out such Maintenance resulting in non-availability as much as possible outside Working Days. Dyflexis will make an effort to inform

Client at least two (2) Working Days in advance about such Maintenance, but Dyflexis is not under any circumstances obliged to do so. Maintenance will not affect the warranties in Article 4 (Performance levels and fault handling) and 5 (Availability).

ARTICLE 8. MODIFICATIONS

8.1 Client can request Modifications by contacting Dyflexis via the contact details as described in Article 3 (Contact information). Dyflexis will make an effort to handle the request as soon as possible but does not guarantee this.

8.2 Dyflexis can also take the initiative to propose a Modification to Client if this Modification would solve a structural Fault. However, Dyflexis is not obliged to make such a proposal and can implement this Modification without Client's permission if it considers this necessary. Client also does not have any influence on the Modification in question.

8.3 For each Modification request, Dyflexis will submit a proposal to Client with regard to the contents, planning and costs of the Modification.

8.4 Dyflexis will make an effort to carry out modification requests, but until agreement has been reached regarding the contents, planning and costs of the Modification, Dyflexis can always decide not to carry out the Modification partially or completely if it considers the effort that has to be made disproportional.

8.5 If a requested Modification is not going to be carried out, Dyflexis will immediately inform Client.

ARTICLE 9. BACK-UP

9.1 Dyflexis makes a back-up of the Service every day. This back-up can only be accessed by Dyflexis. Client can request Dyflexis to make the back-up available; however, Dyflexis can always refuse such requests.

9.2 Dyflexis may charge reasonable costs to Client for making a back-up available or replacing a back-up. Dyflexis will always inform Client in advance about the costs.

9.3 Client is responsible for the security of the data stored via the Service.

ARTICLE 10. SUPPORT BY DYFLEXIS

10.1. Dyflexis offers Support when providing the Service in the form of telephone support, making a connection with software of third parties and other activities that are supporting in Dyflexis' opinion and can be carried out quickly and easily. Dyflexis may charge costs for the activities in question. Dyflexis will always send a quotation to Client before carrying out the activities.

10.2. Dyflexis may refuse to provide support to non-certified users.

10.3. Dyflexis will always inform Client in advance about the costs of the Support before carrying out the activities.

10.4. Dyflexis is not obliged to provide Support outside Working Days, unless agreed otherwise in writing.

10.5. Dyflexis maintains the right not to provide any Support one working day a year in connection with team building and training purposes. The day in question will then not be defined as a Working Day in accordance with Article 4 (Priority level and fault

handling).

ARTICLE 11.   PENALTY CLAUSE

11.1.   In the event that Dyflexis does not fulfil the response obligation in accordance with the Response and Recovery Times stipulated in Article 4 (Priority levels and fault handling), for each hour in which the response or recovery does not take place, Dyflexis will pay a penalty that equals one-thirtieth of the monthly amount due for the Service in question.

11.2.   In the event that Dyflexis does not comply with one or several of the guarantee provisions in Article 5 (Availability), Dyflexis will pay a penalty for every day (or part of a day) that a guarantee is not satisfied that equals one-thirtieth of the monthly amount due for the Service in question.

11.3.   If Client concludes that a compensation is payable, Client shall inform Dyflexis in writing and this will be credited on the next invoice.

11.4.   If Client is of the opinion that compensation is payable whereas Dyflexis does not pay this, Client must submit a request for payment and provide proof if requested.

11.5.   The to be paid compensation per month will never exceed the total amount of the monthly payment.

ARTICLE 12.   CHANGES IN TERMS AND CONDITIONS

12.1.   Dyflexis may amend this SLA at any moment.

12.2.   Dyflexis will announce the amendments or additions at least thirty (30) days before they come into effect in writing or via the Service so that Client can take cognizance of the amendment.

12.3.   If Client does not wish to accept an amendment or addition to the SLA, Client can give notice of termination until the date that the amendment or addition comes into force. Making use of the Service after the date of the coming into effect is regarded as acceptance of.

ANNEX 2 – DATA PROCESSING AGREEMENT

This Annex contains the Dyflexis Data Processing Agreement and is an annex to the Agreement and its associated appendices, such as the applicable Dyflexis General Terms and Conditions.

Dyflexis GmbH, Königsallee 27, 40212 Düsseldorf, Germany, further referred to as

"Processor",

and

Client, further referred to as "Controller",

Hereafter jointly referred to as "Parties".

DECLARE, - ALSO IN IMPLEMENTATION OF THE PROVISIONS OF ARTICLE 28 (3) GDPR , TO HAVE AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS
The terms below shall have the following meanings in this Data Processing Agreement:

1.1 Agreement: The agreement entered into by the Controller and Processor for the provision of services by Processor and from which processing of Personal Data may result.

1.2 LDI NRW: The „Landesbeauftragte für Datenschutz und Informationsfreiheit Nordrhein-Westfalen", competent supervisory authority for the Processor.

1.3 GDPR: The EU General Data Protection Regulation (Regulation 2016/679/EU).

1.4 Data Breach: A breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or unauthorised access to, data transmitted, stored or otherwise processed.

1.5 Data Processing Agreement: This agreement as referred to in Article 28 (3) GDPR between the Controller and Processor with the subject of the processing of Personal Data, including all documents referred to and setting out the further rights and obligations of the Parties.

1.6 Data Subject: The natural person to whom a Personal Data relates.

1.7 Client: The party on whose instructions Processor processes personal data. The Client will usually be Controller ("Controller") within the meaning of Article 4 subsection 7 GDPR.

1.8 Personal Data: Any data relating to an identified or identifiable natural person.

1.9 Sub-Processor: The natural person or legal entity that assists a Processor in Processing Personal Data on behalf of the Controller.

1.10 Controller: The natural person, legal entity or any other person who, or the administrative body which, alone or jointly with others, determines the purpose of

and the means for processing Personal Data.

    1.11   Processor: A natural or legal person, a government agency, a service or another body that processes Personal Data on behalf of the Controller.

    1.12   Processing: any operation or set of operations concerning Personal Data, including in any case the collection, recording, organising, storage, adaptation, modification, retrieval, consultation, use, provision by means of transmission, dissemination or any other form of making available, bringing together, linking, as well as blocking, erasure or destruction of data.

    1.13   All of the words and terms used above in the singular shall have the same meaning as in the plural and vice versa.

    1.14   The headings above the articles of this Data Processing Agreement have the sole purpose of increasing the readability of the Data Processing Agreement. The content and scope of the article included under a particular heading are not limited to that heading.

ARTICLE 2. PROCESSING OF PERSONAL DATA

    2.1   Processor may process Personal Data, as further specified in sub-annex 2.1, on behalf of the Controller in accordance with the provisions of this Data Processing Agreement. Processor shall only process Personal Data on written instructions from the Controller, unless a provision of Union or Member State law applicable to the Processor requires otherwise.

    2.2   In the event that a Union or Member State law provision applicable to Processor obliges Processor to process Personal data otherwise, Processor shall notify the Controller of that statutory provision prior to processing, unless such legislation prohibits such notification for important public interest reasons.

    2.3   Processor shall immediately inform the Controller if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.

    2.4   Controller warrants to Processor that the processing of Personal Data as assigned to Processor and/or carried out by Controller using the services of Processor does not violate any applicable laws or regulations, is not unlawful and does not infringe any right of a Data Subject or third party. Controller further warrants to Processor that Controller acts in accordance with applicable laws and regulations and that Controller adequately secures its systems and infrastructure at all times.

ARTICLE 3. SECURITY

    3.1   Processor shall take appropriate technical and organisational measures pursuant to Art. 32 GDPR to ensure a level of security appropriate to the risk of the processing. The measures taken upon entering into the Data Processing Agreement are shown in Sub Annex 2.1.

    3.2   Processor holds the certifications: ISO 27001 and ISO 9001. Upon request, Processor will provide the Controller with access to the reports accompanying these certifications.

ARTICLE 4. DATA BREACH

4.1   The Controller is responsible for assessing the existence of an obligation to and actually reporting a Data Breach to a supervisory authority and/or Data Subjects under Articles 33 and 34 of the GDPR.

4.2   Processor will report any Data Breach to the Controller as soon as possible after Processor becomes aware of it. In doing so, Processor will, as far as possible, include at least the following information:

(a) The (probable) cause and nature of the Data Breach;

b) The categories of Data Subjects and Personal Data concerned and, approximately, the number of Data Subjects concerned;

c) The (as yet known and/or expected) consequences of the Data Breach.

4.3   The Controller and Processor shall observe strict confidentiality vis-à-vis everyone other than each other regarding the Data Breach, any fear of a Data Breach and further related matters, except for obligations to the contrary pursuant to Union law or Member state law.

4.4   Taking into account the nature of processing and the information available to the Processor, Processor will provide further information about the Personal Data breach and will provide cooperation to Controller for the purposes of making a notification to a supervisory authority and/or Data Subjects as referred to in Articles 33 and 34 of the GDPR.

ARTICLE 5. CONFIDENTIALITY

5.1   Parties are obliged to maintain the confidentiality of the Personal Data.

5.2   Processor shall ensure that the persons processing Personal Data under its responsibility are bound by an obligation of confidentiality.

5.3   All access and/or identification codes, certificates, information on access and/or password policies provided by Processor to the Controller and all information provided by Processor to the Controller that gives substance to technical and organisational security measures are strictly confidential. They will be treated as such by the Controller and only disclosed to authorised employees of the Controller. Controller shall ensure that its employees are bound to secrecy and comply with the obligations of this article.

ARTICLE 6. DURATION AND TERMINATION

6.1   This Data Processing Agreement is an Annex of the Agreement and any new or further agreement arising from it. This Data Processing Agreement shall enter into force upon signing by both Parties. The Data Processing Agreement cannot be terminated separately from the Agreement. This Data Processing Agreement shall terminate by operation of law upon termination of the processing activities under the Agreement between the parties.

6.2   Upon termination of the processing activities under the Contract, Processor shall, at the request of the Controller and as far as reasonably possible, delete or return

to the Responsible Party all Personal Data, and delete existing copies, unless Processor is required by Union or Member State law to store the Personal Data.

ARTICLE 7. ASSISTANCE OF THE CONTROLLER

7.1   Processor will assist the Controller relating to Data Subject Rights invoked with the Controller by the Data Subject by appropriate technical and organisational measures. If Processor is approached directly by a Data Subject, it will refer them to the Controller.

7.2   If required to do so by the Controller, the Processor will cooperate in a data protection impact assessment (DPIA) or a subsequent prior consultation as referred to in Articles 35 and 36 of the GDPR, taking into account the nature of processing and the information available to the Processor.

ARTICLE 8. AUDITS

8.1   Processor shall make available to Controller all information necessary to demonstrate compliance with the obligations laid down in the Data Processing Agreement.

8.2   Processor shall have regular audits performed by an independent expert, In particular, Processor holds the following valid certifications: ISO 27001 and ISO 9001. Upon request, Processor will provide Controller with access to the audit reports accompanying these certifications. The Controller acknowledges that by means of a

valid certificate or a report from an experienced independent expert, Processor can demonstrate that Processor complies with its obligations referred to in Article 8.1.

8.3   If the Processor is required to do so and the Controller has demonstrable reason to do so, the Processor will cooperate in audits, including inspections, by the Controller or an auditor qualified in terms of level of knowledge authorised by the Controller, no more than once a year, who will undertake, prior to his or her examination, to observe confidentiality with regard to potentially sensitive business information of the Processor. The costs of such *ad hoc* audits will be borne by the Controller.

ARTICLE 9. SUB-PROCESSORS

9.1   Controller hereby permits Processor to engage the Sub-Processors listed in Sub-Annex 2.1.

9.2   Processor is entitled to engage the following sub-processors without obtaining further prior consent of Controller: https://www.dyflexis.com/de/agb/sub-prozessoren/

9.3   Processor shall notify the Controller of any changes to the list of sub-processors two weeks ahead of any proposed changes to the list of sub-processors, providing all the information the Controller needs to exercise his right to object. If the Controller does not agree with a change in the list of sub-processors, the Controller shall timely notify Processor in writing, giving adequate reasons, so that Processor

is able to respond to the criticism. Controller shall consult with Processor about any measures to be taken. If Controller and Processor fail to agree to any such measures, Processor can terminate the Data Processing Agreement.

9.4   Processor shall impose the same or equivalent obligations on Sub-Processors in a written agreement as are incumbent on Processor itself under this Data Processing Agreement. Where the sub-processor fails to comply with its data protection obligations, Processor shall remain fully liable to the Controller for compliance of that Sub-Processor with the obligations.

ARTICLE 10. TRANSFER OUTSIDE THE EU/EER

10.1   Processor shall not transfer the Personal Data to a third country outside the EU/EEA or an international organisation without a written instruction to that effect issued by the Controller. Section 2.1 and 2.2 apply accordingly.

10.2   Controller warrants to Processor that the transfer of personal data to a parent, subsidiary, sister, or otherwise affiliated company in a third country takes place lawfully in compliance with the legal requirements of the EU General Data Protection Regulation.

ARTICLE 11. OTHER

11.1   The (sub-)annexes of the Processing Agreement form an integral part of the Processing Agreement. In case of conflict between the (sub-)annexes and the Data Processing Agreement, the Data Processing Agreement shall prevail.

SUB-ANNEX 2.1 PERSONAL DATA PROCESSING /TECHNICHAL AND ORGANISATIONAL MEASURES

(Sub-Annex 2.1 attached to the Dyflexis Data Processing Agreement)

2.1.1 Description of processing of personal data

Categories of Personal Data

The Dyflexis Products and Services are designed and set up to process the following types of (personal) data:

- Name and address data
- E-mail address
- Employee contract data (such as salary and benefits)
- Personal work schedule
- Time and attendance registration
- Balances (leave, holidays, absence, etc.)

Warning: It is prohibited for the employer to enter special categories of personal data, such as data relating to health, in absence registration.

Categories of Data Subjects
The Dyflexis Products and Services are designed and set up to process (personal) data of the following categories of Data Subjects:

- Employees of Controller and/or employees of customers of the Controller
- Agency workers
- Financial advisors

Nature and Purpose of Processing:
Dyflexis is intended for time registration and employee scheduling and provides all information for payroll administration. Dyflexis is not a payroll system, but provides various links to other payroll software.

Processor may process Personal Data on behalf of Controller in the context of the provision of the following Dyflexis Products and Services: Dyflexis Workforce Management Software and Hardware. Dyflexis is the market leader in user-friendly workforce management, workforce scheduling, time recording software and hardware. Dyflexis includes the following components:

- Personnel planning: Efficient planning based on budgets, availability (leave requests), labels and external information lines. Changes are immediately visible to everyone through push notifications.
- Hours registration: Hours are clocked quickly and easily by our in-house developed

clock system, the Rex-O-Matic NOA. The clocked times can be seen in one overview alongside the scheduled times and immediately highlights any differences. The system automatically calculates all allowances and supplements. Manual recording by employee or employer is also possible.

- Clock system: With our clock system, the Rex-O-Matic NOA, employees easily clock in and out. By scanning a personal card, working hours are automatically registered in Dyflexis.
- App for Android and iOS: In the Dyflexis app, employees can see when they are scheduled or

  when there is a change. When a new shift is created, which employees can sign up for, they receive a notification. The app also allows employees to quickly enter their availability and access their balances.

Duration of processing of personal data
The retention period is in principle equal to the term of the Agreement with the Client, unless other periods are agreed upon at the request of and in consultation with the Client.

If the client is subject to a certain statutory retention period with regard to personal data processed by Dyflexis on behalf of the Client, e.g. in connection with legal obligations arising from personnel planning and time registration, but wishes to terminate the agreement with Dyflexis earlier, Dyflexis offers the possibility to transfer a copy in raw form of the processed personal data to the client's custody by mutual agreement. Client may submit a request to this effect in writing to Dyflexis.

Dyflexis also offers the possibility to purchase our Archive Service for a fee, with which a copy of the processed personal data can be found in an online hosted environment in a format readable by humans.

2.1.2 Security measures per date of formation of Data Processing Agreement:
We regularly adjust the security measures described here to remain prepared and up-to-date with regard to data protection. We will keep you informed of new versions via our website and Product Update newsletter.

PROCESSOR HAS TAKEN THE FOLLOWING SECURITY MEASURES TO PROTECT PERSONAL DATA:

Dyflexis is ISO 27001 certified. Within ISO 27001 certification, security measures are laid down in various manuals, including Dyflexis' Security & Quality Manual.

- Confidentiality and integrity are guaranteed because:
  - only employees who need it can access the data;
  - continuous security audits are performed on Dyflexis;
  - there is logging at critical points.
  - customer systems are backed up and redundancy is applied to the servers containing customer data. This ensures that availability of and access to personal

data is restored in a timely manner in the event of an incident.

- o Software is extensively reviewed and tested, before it goes into production.
- o Our computers are encrypted, secured with strong passwords and anti-virus software.