



Data processing agreement

1. Introduction

This Processor Agreement describes the agreements about nature, duration, security, confidentiality, privacy rights and audits regarding the processing of Personal Data by Inception on behalf of the Client.

This Processor Agreement, together with the SLA and signed offers and order confirmations, form one whole and together they form the Agreement between Inception the Customer.

The Processor Agreement is inextricably linked to the SLA, and cannot be terminated separately by both Inception and the Customer.

In the event of any conflict between the documents that together form the Agreement, the following applies order in which a previously mentioned document prevails over a later mentioned document.

- Signed offers and order confirmations
- SLA Hosting/ Buy
- Processor agreement

2. Definitions

GDPR	General data protection regulation.
Data Subject	The person to whom personal data relates.
Third party	Everyone not being the Person in question, the Controller, the Processor, or any person authorized under the direct authority of the Controller or the Processor to process Personal Data.
Services	The services to which the Hosting Agreement relates.
SLA Hosting	The Hosting Agreement as concluded between the Processor and the Controller.
Agreement	The entirety of the SLA Hosting, Support and Service Agreement, signed offers or order confirmations and this Processor Agreement.
Personal data	A fact that can be traced back to an individual natural person.
Processor (Inception)	The person who processes Personal Data for the benefit of the Controller, without being subject to his direct authority.
Processing agreement	The agreements about the nature, duration, security, duty of confidentiality, privacy rights and audits with regard to the processing of Personal Data by the Processor on behalf of the Controller.
Controller (Customer)	The natural person or legal person who determines the purpose and means for the processing of Personal Data.



3. Start and duration

The start and duration of this Processor Agreement is equal to the start and duration of the Agreement. For existing agreements, this Processor Agreement is valid from the moment of signing.

4. Subject

Customer is the Controller in the definition of the GDPR and Inception is the Processor in the definition of the GDPR.

Inception processes Personal Data on behalf of the Customer in the context of the services as described in the Agreement.

Within the framework of these activities, Inception will process the Personal Data provided by the Controller carefully.

The Customer has the duty, arising from the GDPR, to ensure that Inception has sufficient guarantees regarding the technical and organizational security measures with regard to the processing to be carried out.

5. Compliance with laws and regulations

The relevant employees of the Customer are charged with the management of the data processing operations in the field of Personal Data.

Inception processes data for the benefit of the Controller, in accordance with his instructions.

Inception has no control over the provided Personal Data. She does not take decisions on receipt and use of the data, the provision to third parties and the duration of the storage of data. The control over the Personal Data provided under this Processor Agreement comes never to the account of Inception.

Inception will, in the processing of Personal Data in the context of the activities referred to in Article 4, act in accordance with the applicable laws and regulations concerning the protection of Personal Data. Inception processes Personal Data only on behalf of the contact person of the customer and will follow all reasonable instructions in this respect, except to deviating legal obligations.

Inception will destroy all Personal Data relating to this Processing Agreement from the Customer at the time of termination of this Processing Agreement or, at the explicit request of the Customer, to destroy the data in a manner and moment to be determined.

Inception enables the Customer at any time to comply within the legal terms with the obligations under the GDPR, in particular the rights of the Data Subject, such as, but not limited to, a request for access, correction, supplementation, removal or the protection of Personal Data and the performance of a registered objection.



6. Reporting obligation of data leaks

The GDPR requires that any data leaks must be reported to the Authority for Personal Data by the customer of the data. Inception will therefore not make any reports to the Data Protection Authority itself. Obviously, Inception will inform the customer correctly, timely and completely about relevant incidents, so that the Client can comply with his legal obligations.

6.1 Determination of data breach

To determine a data breach, Inception uses the GDPR and the Policy Rules for reporting data leaks as a guide. A data breach covers all security incidents, as a result of which the protection of personal data is breached at any time or as a result of which the personal data are exposed to loss or unlawful processing.

If the customer makes a (provisional) report to the Data Protection Authority and / or the person (s) concerned about a data breach at Inception, while it is clear to the customer that there is no data breach at Inception, the customer is liable for all damage and costs incurred by Inception. The customer is also obliged to withdraw such a report immediately.

6.2 Notification to the customer

If it turns out that there is a data breach at Inception that must be reported by the client to the Data Protection Authority and / or the person (s) involved, Inception will inform the customer about this as soon as possible after Inception has become familiar with the data breach. In order to realize this, Inception ensures that all its employees are able and remain able to detect a data breach and expects Inception from its contractors that it enables Inception to be able to meet these requirements. For the sake of clarity: if there is a data breach at an Inception supplier, Inception will of course also report this. Inception is the point of contact for the customer. The customer does not have to contact the suppliers of Inception.

Inform customer

Initially, Inception will inform the customer's primary or agreed contact person about a data breach. If this contact person is not (anymore) the right one, Inception likes to be informed about this.

Provide information

Inception tries to provide the customer with all information that the customer needs to make a complete report to the Data Protection Authority and / or the person (s) involved. If this information is not yet known, for example because the data breach is being investigated by Inception, then Inception will provide the customer with the information the customer needs in any case first a preliminary report to the Data Protection Authority and / or the person (s) concerned. to be able to perform. This in any case contains the nature of the data breach, a description of the observed and the probable consequences of the data breach and the measures taken and to be taken to limit and remedy the negative consequences of the data breach.

Term of information

The GDPR indicates that 'without delay' must be reported. According to the Dutch Data Protection Authority, this is without undue delay and if possible no later than 72 hours after discovery. Inception therefore informs the customer as quickly as possible, no later than within 48 hours of discovering a data breach, so that the customer can report to the Data Protection Authority in a timely manner.



Progress and measures

Inception will keep the customer informed about the progress and measures that will be taken. Inception makes agreements about this with the primary contact person at the initial report. Inception keeps the customer informed in the event of a change in the situation, the publication of further information and the measures that are taken.

Right, timely and complete

Inception registers all security incidents and handles these according to a fixed procedure (workflow).

7. Confidentiality

Persons employed by, or working for, Inception are obliged to observe secrecy with regard to the Personal Data to which they have access, except insofar as a provision prescribed by or pursuant to the law makes it obligatory or requires its duty to do so.

Inception employees have signed a confidentiality agreement.

If Inception has to provide data on the basis of a legal obligation, Inception will verify the basis of the request and the identity of the applicant and Inception will inform the employee of the Controller beforehand, unless laws prohibit this.

Inception employees only have full access to the customer data at:

- installing a new version;
- the implementation of patches and hotfixes;
- investigating reported bugs and / or performance problems;
- making a backup;
- moving and reinstalling the software.

8. Security measures

The manner in which Inception gains access to the customer's data depends on whether hosting of the systems is done by Inception for the customer or that the systems are hosted by the customer himself or if the systems are installed on-premise at the customer's premises (or its suppliers). In case of hosting by Inception, Inception can access the systems and the data at any time and in other cases access to the systems (access method, duration and scope) and the data therein depend on the (security) policy and associated facilities of the customer.

Inception takes all appropriate technical and organizational measures to protect the Personal Data that are processed for the benefit of the customer and to keep them protected against loss or against any form of careless, inexperienced or unauthorized use.

The customer is at all times entitled to have the processing of Personal Data checked. Inception is obliged to admit the customer or inspection authority (s) on behalf of the customer and to provide co-operation so that the inspection can actually be carried out. The customer shall bear the costs of the inspection authority in connection with this inspection.



The customer will only carry out the audit (or have it performed) after a prior written notification to Inception.

Inception is committed to provide the customer, or the third party engaged by the customer, the requested information within a term to be determined by the customer. This allows the customer, or the third party engaged by the customer, to determine the compliance by Inception with this Processor Agreement. The customer, or the third party engaged by the customer, is obliged to treat all information concerning these checks confidentially.

Inception will implement recommendations indicated by the customer, or the third party engaged by the customer, for improvement of the data security within the period to be determined by the customer, insofar as can reasonably be expected and is technically and financially feasible.

9. Third parties / sub processors

Inception will not have any new sub-processors to process data without informing the customer in a timely manner. The customer can, if he considers it necessary, object to Inception against the sub processor and in the extreme case the customer has the possibility to terminate the agreement.

Inception remains at all times the single point of contact and responsible for compliance with the provisions of this Processor Agreement. Inception ensures the conclusion of a processor agreement with its sub-processors.

Inception is liable for damage in the context of personal data due to acts or omissions of the sub-processors where the liability limitation from the Liability chapter applies. The applicable limitation of liability does not apply if there is gross negligence or wilful misconduct on the part of the sub-processors. Inception is not liable in case of force majeure (as defined in the Liability chapter) at the sub-processors.

The location of the datacentres where Inception's servers are located are exclusively in the Netherlands. The datacentres are subject to Dutch laws and regulations and comply with strict Dutch and European legislation regarding logical and physical access security and continuity. The datacentres are ISO 27001 certified. Inception has chosen datacentres from Nedcomp Hosting and is its sub-processor of the customer data. Personal data is processed exclusively by Inception and sub-processors within the European Economic Area.

10. Change of agreement

Amendments to this Processor Agreement can only be made in writing by means of an all parties agreed proposal.

Once the cooperation has ended, Inception destroys the Personal Data that it has received from the customer in any form whatsoever and shows this, unless the parties agree otherwise. This destruction must be carried out within a period to be agreed on and a report of this destruction will be made.

This Processor Agreement ends, in addition to mutual consent, only when the cooperation between the parties is terminated.



11. Liability

If Inception fails to fulfil the obligation stated in this Processor Agreement, customer can default Inception. Notice of default will be given in writing, whereby Inception will be given a reasonable period to still fulfil its obligations.

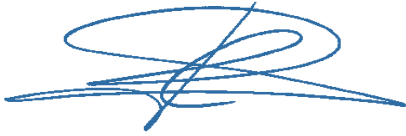
Inception cannot invoke the limitations of liability if there is an attributable shortcoming in the actions of herself or her employees.

Inception excludes its liability for indirect damage (this includes, but is not limited to: lost sales, lost profits and missed opportunities). The liability of Inception is also excluded if the customer or third parties engaged by the customer have made changes to Inception products, which is not permitted.

Inception and the customer are not liable to each other if there is force majeure. Force majeure means: Force majeure in the sense of the law, also at suppliers, faulty performance of obligations of suppliers prescribed by the customer to Inception, faults in the electricity grid and disruptions that impede data traffic to the extent that the cause is not due to parties themselves.

Signature

Parties declare to have agreed a Processor Agreement as referred to in art. 28, paragraph 3 of the GDPR.

On behalf of the controller	On behalf of the processor
Name organisation: Name and position: Date:	 Name organisation: Inception Name and position: G.G.J. van Pol, Director Date: 09-03-2022

