GENERAL TERMS AND CONDITIONS FOR PRIVA CLOUD SERVICES

Article 1 – Definitions

"Agreement"	means the agreement between Priva and the Client, consisting of the Order, these General Terms and Conditions and any attachments thereto.
"Client"	means the customer stated in the Order.
"Cloud Services"	means the online Cloud Services, as further described in the Order and made available by Priva via its websites, apps and applications.
"Confidential Information"	means all information disclosed by or on behalf of a party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of the Agreement) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information which is either marked as being confidential or which would reasonably be deemed to be confidential in the ordinary course of business.
"Effective Date"	means i) the date the Order is signed or ii) the date that the Cloud Services were ordered by the Client through Priva's online purchase environment, insofar available.
"GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council 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)
"General Terms and Conditions"	means these general terms and conditions for Cloud Services.
"Initial Term"	means the number of years specified in the Order, commencing from: (i) the date that Priva provides the Client access to the Cloud Services; or (ii) two weeks after the Effective Date, whichever occurs first.
"Order"	means i) the order form (as made available digitally or otherwise), ii) the order through the website, apps or applications or iii) an order through a third-party distribution network (including the App Store from Apple and the Play Store from Google) pursuant to which Priva will provide to the Client and the Client will take from Priva the Cloud Services in accordance with the terms of the Agreement.
"Priva"	means the relevant Priva entity, e.g. Priva Horticulture B.V., Priva Building Automation B.V., Priva Labs B.V. with which the contract is entered into and which invoices the relevant Cloud Services.

"Priva Platform"	means Priva's IT systems (which includes any soft- or hardware and provided by third party providers) that are used to run the Cloud Services.
"Users"	means all individuals authorized by the Client to access the Cloud Services as specified in the Order.

Article 2 – Applicability

2.1   These General Terms and Conditions for the Cloud Services shall apply to and are expressly incorporated into the Agreement and all subsequent agreements entered into between Priva and the Client in connection with the Cloud Services.

2.2   The applicability of the Client's general terms and conditions is hereby expressly excluded.

Article 3 – The Cloud Services

3.1   The Client is granted a non-exclusive and non-transferable right to use the Cloud Services selected in the Order and solely for the purposes described in the Order.

3.2   The Client is responsible for:

(i)   Implementing and adhering to Priva's instructions, manuals and documentation related to the Cloud Services;

(ii)   ensuring that it has suitable and properly functioning hardware (including IT, computers and mobile devices), software and internet access to the Cloud Services of sufficient capacity (together the "**IT Infrastructure**");

(iii)   ensuring that it has implemented adequate technical and organisational measures for the security of its IT Infrastructure;

(iv)   the transmission of any data between its IT Infrastructure and the Priva Platform; and

(v)   the correct configuration of the Cloud Services and the Client's IT Infrastructure, including the interoperability of both.

3.3   The Client is granted a perpetual, non-exclusive, non-transferable right to use the results of the Cloud Services for its own internal use, unless explicitly otherwise permitted in writing by Priva.

3.4   Unless specifically agreed otherwise, the Cloud Services will be provided without any warranties, including i) any warranties related to availability of the Cloud Services, errors and bug fixes, added functionalities, service requests, consequences and interoperability, and ii) any warranties related to the information provided via the Cloud Services, and the accuracy, completeness or application of such information. For the avoidance of doubt, Priva will not accept liability for any of the aforementioned.

3.5   Moreover, the Client acknowledges and agrees that Priva cannot warrant that the Client will be able to successfully use the Cloud Services for the intended use, that it will be available on a continuous basis nor with consistent levels of quality and connectivity, due to the fact that such use depends partly on circumstances beyond Priva's reasonable control, including those circumstances for which the Client will be responsible pursuant to this article 3.

3.6   Priva has a right to change the Cloud Services, including its look, feel, functionalities, the content and interoperability with Client's IT Infrastructure.

3.7   Priva has the right to suspend (wholly or in part) the provision of Cloud Services to Client if, to Priva's reasonable judgement, Client violates any of the obligations in the Agreement.

Article 4 – User names and passwords

4.1   The Client shall provide Priva with the necessary access data, such as account names, user names and e-mail addresses of Users. The Client has, and shall ensure that the Users have, the responsibility to keep all access data (including usernames and passwords) confidential.

4.2   The Client is responsible and liable for any use of the Cloud Services, if any User obtained access to such service via the Client's access data, even if the Client did not consent to or was unaware of such use.

4.3   The Client will not allow any third party to use the Cloud Services unless with Priva's prior written consent.

4.4   The Client will ensure that, unless specifically stated otherwise, account details (including usernames and passwords) and any individual use of the Cloud Services through such account is restricted to one specific individual only, and example given not shared among other individuals.

Article 5 – Fees and Payment

5.1   The Client will pay Priva for the provision of the Cloud Services in accordance with the charges set out in the Order. The charges are exclusive of VAT, and must be paid within 30 days after receipt of the invoice for the Cloud Services, or as otherwise stated in such invoice.

5.2   The charges are fixed for the Initial Term and may be adjusted by Priva thereafter per the first day of each additional period of one year, provided that Priva has given the Client at least four (4) months prior notice.

5.3   The charges will be due annually in advance, or as otherwise stated in Agreement. If the Client fails to make a timely payment under the Agreement:

    (i)   the Client shall be in breach of the Agreement, without any notice of default being required and all of Priva's claims against the Client shall become immediately due and payable;

    (ii)   the Client shall be obliged to pay the statutory interest rate for commercial debts on the outstanding amount and all judicial and extra-judicial costs incurred by Priva relating to the recovery and collection of any overdue amount;

    (iii)   Priva reserves the right to suspend the Client's access to and use of the Cloud Services until all outstanding amounts (including interest and costs) are settled; and

    (iv)   the costs of suspending and reactivating shall be borne by the Client.

5.4   All payments to be made by the Client must be effected without set-off or suspension.

Article 6 – Liability and indemnification

6.1 Without prejudice to article 6.3, in no event, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise, Priva shall be liable for any loss of profits, anticipated savings, revenue, business, loss or corruption of data, loss of use, loss of goodwill, loss due to delay, fines, periodic penalty payments or any indirect or consequential loss or damage whatsoever.

6.2 Without prejudice to articles 6.1 and 6.3, Priva's aggregate liability, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise, shall be limited to the net price paid or to be paid by the Client in the twelve (12) months preceding the date that the loss or damage occurred.

6.3 Nothing in the Agreement shall be deemed to exclude or limit Priva's liability in respect of:

    (i) Loss or damage caused by wilful intent or gross negligence of Priva or Priva's officers, employees, agents or contractors; or

    (ii) Injuries to or death of any person, caused by Priva or Priva's officers, employees, agents or contractors.

6.4 Any claim for loss or damages must be notified to Priva within four (4) months as from the date on which the damage was caused, failing which such claim is deemed to be waived.

6.5 The Client shall defend, indemnify and hold harmless Priva against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the use of the Cloud Services by or any third-party that the Client allows to use the Cloud Services.

6.6 If the Client on the basis of a statement as referred to in section 2:403 paragraph 1 sub (f) Dutch Civil Code given by Priva Holding B.V., the parent company of the Priva group, claims from Priva Holding B.V. debts due by Priva arising from the Agreement, Priva Holding B.V. can invoke vis-à-vis the Client the same limitations of liability included in these General Terms and Conditions which Priva can invoke vis-à-vis the Client.

Article 7 – Data Protection

7.1 Client warrants that it acts in accordance with the applicable (privacy) legislation as well as all other (local) laws and regulations, including but not limited to implementation and sector-specific laws and regulations, that it adequately protects its systems and infrastructure at all times and that the content, use and/or processing of the data is not unlawful and does not infringe any third party's right.

7.2 Insofar as Priva processes personal data within the course of the execution of the Agreement:
    a) Client warrants that it is entitled to collect such personal data (or have such data collected) and that it is entitled to have such personal data processed by (sub-processors of) Priva and that it has informed the persons from whom personal data may be processed by Priva ('Data subjects') of this in a legally correct manner and that it has the written consent of these Data subjects insofar as required by law;
    b) Priva warrants that it acts in accordance with its direct obligations as a processor under the GDPR; and
    c) the data processing agreement set out in **Annex 1** shall apply to that data processing.

7.3   Priva is entitled to transfer personal data to a country outside the European Economic Area if the conditions of Section 5 of the GDPR are met or the GDPR does not apply to the relevant transfer by Priva.

7.4   Client indemnifies Priva against any and all claims by a third party or Data Subject, which includes any fines and penalty payments imposed on Priva by a supervisor or other governmental body, as a result of or related to the execution of this Agreement in violation of (local) legislation and regulations and/or a violation by Client of the provisions of this clause 7. Client will provide Priva with the necessary information and cooperation in order to avert or reduce the possible imposition of a fine, penalty payment or other losses.

Article 8 – Intellectual Property

8.1   Subject to the limited rights expressly granted in articles 3.1 and 3.3, Priva reserves all rights, title and interest in and to the Cloud Services, including all related intellectual property rights. No rights are granted to the Client hereunder, other than as expressly set forth herein.

8.2   Priva will exclusively own any and all rights, title, and interest (including intellectual property rights) in and to any software code, algorithms and any know-how, capabilities or data generated and/or collected by the Priva Platform in running the Cloud Services. Insofar as necessary, the Client hereby assigns and transfers any and all such rights, title, and interest (including intellectual property rights) to Priva, which assignment and transfer Priva hereby accepts. For the avoidance of doubt, the previous relates only to technical and analytical data relating to the operation and use of the Priva Platform and the Cloud Services themselves, not the Client and User data, which shall at all times belong to Client, User or to such third party as may be the case.

8.3   Except as permitted in the Agreement, the Client shall not (i) create derivate works based on the Cloud Services, (ii) copy, frame or mirror any part or content of the Cloud Services, (iii) reverse engineer the Cloud Services, or (iv) use the Cloud Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Cloud Services.

Article 9 – Confidentiality

9.1   The receiving party of Confidential Information shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees

(i)   not to use any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement, and

(ii)   except as otherwise authorized by the disclosing party in writing, to limit access to Confidential Information of the disclosing party to those of its employees, affiliates, contractors and agents who need such access for purposes consistent with the Agreement and who have signed confidentiality agreements with the receiving party containing protections no less stringent than those herein.

9.2   If the Agreement is terminated, the receiving party shall promptly return or destroy at the request of the disclosing party all Confidential Information of the disclosing party.

9.3   The receiving party may disclose Confidential Information of the disclosing party if it is required by law or regulations to do so, provided the receiving party gives the disclosing party prior notice of such

disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

9.4   The terms and conditions of the Agreement are confidential and may not be disclosed by either party without the prior consent of the other party.

Article 10 – Term and Termination

10.1   The Agreement commences on the Effective Date and shall expire after the Initial Term. Following the Initial Term, the Agreement shall automatically renew for consecutive additional periods of one (1) year each (or such a period as Parties agree in writing), unless either party gives the other party written notice of its intention not to renew at least three (3) months prior to the date on which the Agreement would otherwise renew.

10.2   Each party may, without prejudice to any of its other rights arising hereunder, upon giving written notice to the other party, terminate the Agreement with immediate effect, if:

(i)   the other party commits a material breach of the Agreement, which breach is not cured within 30 (thirty) days after written notice of the breach;

(ii)   the other party has been granted provisional suspension of payment or is declared bankrupt or a resolution is passed or a petition is presented for the winding-up of the other party, such party has called a meeting of or has entered into or has proposed to enter into an arrangement, scheme of composition with creditors; or

(ii)   a situation of force majeure has lasted for more than sixty days.

Article 11 – Miscellaneous

11.1   The Agreement constitutes the entire agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter hereof.

11.2   Neither party may assign, transfer or dispose of any of its rights under the Agreement, either in whole or in part, without the prior written consent of the other party.

11.3   The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of the remainder of the Agreement and the parties shall use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

11.4   No amendment to the Agreement is valid or binding, unless made in writing. However, Priva is entitled to amend these General Terms and Conditions, which amendment shall apply to the Agreement with effect of the date that such amendment is published on the website of Priva.

11.5   This contract and any and all disputes regarding its formation, interpretation and performance shall be exclusively governed by Dutch law, without regard to its rules on the conflict of laws and without application of the Convention on the International Sale of Goods (CISG). All disputes arising out of or in connection with the present contract shall be finally settled by one of two ways: (i) when both Parties are – at the moment that such a dispute is brought – domiciled in the Netherlands or in a country having a judicial recognition and enforcement treaty with the Netherlands, then such dispute will be

exclusively brought before the relevant court of The Hague, the Netherlands; or (ii) if one Party is – at the moment that such a dispute is brought – domiciled in a country outside of the Netherlands or in a country not having a judicial recognition and enforcement treaty with the Netherlands not belonging to the European Union, then such dispute will be exclusively settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator with a background in the applicable law governing the present contract, with the single arbitrator to be appointed in accordance with said Rules, and with the arbitration proceedings to take place in The Hague in the Netherlands and in the English language.

ANNEX 1 - DATA PROCESSING AGREEMENT

In this data processing agreement, (1) the **Client** (is referred to as the "**Controller**" and (2) **Priva** is referred to as the "**Processor**". Controller and Processor are jointly referred to as the "**Parties**". Unless stated otherwise, the definitions set out in the General Terms and Conditions for Priva Cloud Services apply to this Annex 1.

BACKGROUND

(A)   In the course of the performance of the Agreement, personal data may be processed by the Processor on behalf of the Controller, and Parties wish to further regulate this by means of the data processing agreement in this Annex 1 (the "**DPA**").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1.   **DEFINITIONS AND INTERPRETATION**

1.1   In this DPA the following words and phrases shall have the following meanings, unless as otherwise specified:

"**Data Subject**" shall mean a natural person whose personal data will be processed under the Agreement and who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic cultural or social identity of that person;

"**Security Incident**" shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any personal data of a Data Subject; and

"**sub-contract**" and "**sub-contracting**" shall mean the process by which either party ensures that a third party complies with its obligations under this DPA, and "**Sub-Contractor**" shall mean the party to whom the obligations are subcontracted by Processor.

1.2   In the event of any inconsistency arising between the provisions of this DPA and the Agreement, the provisions of this DPA shall prevail with regard to the processing of personal data. In all other cases, the provisions of the Agreement shall prevail.

2.   **PROCESSING OBLIGATIONS**

2.1   The Processor shall only carry out those actions in respect of the personal data processed on behalf of the Controller as stipulated in the Agreement, this DPA or otherwise on documented instructions from the Controller, unless required to do so by union or member state law to which the Processor is subject. In such a case the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

2.2   The Controller will ensure that its instructions for the processing of personal data are in accordance with the GDPR and other applicable (local) (privacy) laws and regulations.

3.   **SECURITY**

3.1   The Processor shall take appropriate technical and organisational security measures to ensure a level of security appropriate to the risk. The measures taken by the Processor shall take into account the state of

the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

3.2   In addition to the general obligation set out under clause 3.1, such technical and organisational security measures shall include, as a minimum standard of protection, compliance with the security measures set out below under clause 3.3.

3.3   Processor, as a minimum requirement, shall give due consideration to the following types of security measures:

- Information Security Management Systems;

- Physical Security;

- Access Control;

- Security and Privacy Enhancing Technologies;

- Awareness, training and security checks in relation to personnel; and

- Incident/Response Management/Business Continuity.

4.   **SECURITY INCIDENTS**

4.1   The Processor shall take technical and organisational security measures to address obligations under the GDPR with respect to Security Incidents.

4.2   In case of any Security Incident, the Processor will notify the Controller without undue delay and with initial details regarding the nature, and (categories of) Data Subjects and personal data records affected by the Security Incident.

4.3   The Controller acknowledges that the Processor must promptly take all necessary and appropriate corrective actions to remedy any deficiencies in its technical and organisational security measures, and Controller will provide reasonable assistance to Processor upon first request.

5.   **CONFIDENTIALITY**

5.1   The Processor agrees that it shall keep the personal data of Data Subjects confidential and will ensure that its personnel has undertaken to maintain confidentiality.

5.2   Within 30 days following termination or expiry of this DPA the Processor shall, destroy all existing copies of personal data of the Data Subjects unless i) this is prohibited by any applicable law or ii) further arrangements have been made with the Controller regarding the possible return of those personal data.

5.3   This clause 5 shall be considered without prejudice to any independent confidentiality obligations agreed between the Parties.

6.   **COOPERATION**

6.1   To the extent reasonably possible, the Processor will cooperate with the Controller in order to enable Data Subjects to exercise any of their rights, including the right of access to their personal data and the right to rectify, erase, restrict or transfer personal data and the processing thereof.

6.2 The Processor shall cooperate with the Controller in carrying out a data protection impact assessment and prior consultation of the supervisory authority, at least to the extent possible in relation to the information available to it and the nature of the processing.

6.3 The Processor reserves the right to charge its regular hourly rate to the Controller for its cooperation.

7. SUB-CONTRACTING

7.1 The Controller acknowledges and agrees that the Processor may, by means of a written agreement, sub-contract any of its obligations under this DPA to Sub-Contractors that provide a similar level of protection in relation to the protection of the personal data of Data Subjects as imposed to the Processor under this DPA, including but not limited the sub-contracting of Microsoft.

7.2 The Processor will inform the Controller of any intended changes concerning the addition or replacement of other Sub-Contractors, thereby giving the Controller the opportunity to object to such changes. Should Controller persist in its objection, it may, as its sole and exclusive remedy for such objection, terminate the Agreement under the condition that it pays all fees and charges for the remainder of the term of the Agreement.

8. AUDIT

8.1 Upon first request, the Processor shall make available to the Controller information which is reasonably necessary to demonstrate compliance with the obligations laid down in this DPA and will – if available - provide the Controller with certificates (such as, for example, ISO certifications) issued by independent third party auditors evidencing this.

8.2 The Controller has the right to audit the Processor's compliance with this DPA, up to one time per contractual year and at the Controller's costs, if the Controller in its reasonable discretion believes that the right under clause 8.1 is not sufficient in an individual case, or a competent data protection authority requests this. At the selection of the Controller and the approval of the Processor, such audit will be either performed by i) the Processor or ii) a qualified, independent third party security auditor (the "**Auditor**"). In the course of such audit, the Auditor may enter the Processor's facilities during normal business hours and without unreasonably impacting Processor's business, in particular with no impact on the general IT security of the Processor, and examine Processor's work routines, set ups and technical infrastructure.

8.3 The Processor may claim remuneration for its efforts when performing and/or enabling audits. The Processor will support up to one man days' time per audit free of additional cost for the Controller.

8.4 In case the audit report of the Auditor shows that the measures and provisions taken by the Processor do not sufficiently comply with this DPA, the Parties shall consult with each other about the manner in which the Processor can take the necessary measures to comply with it after all.

9. TERM AND TERMINATION

9.1 After the expiry or termination of this Agreement, this DPA will remain in force for as long as personal data of Data Subjects are processed by the Processor, after which this DPA will terminate by operation of law.

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