

Rodeo Conditions

Article 1. Definitions

In these Rodeo Conditions defined terms are written with an initial capital. The definitions of the terms in question, regardless of whether they are used in the singular or the plural in these Rodeo Conditions, are stated below.

- A. Agreement: any agreement or arrangement between the Customer and Rodeo Software on the use of a Service, of which these Rodeo Conditions and annex A regarding the processing of personal data are an integral part.
- B. Customer: Rodeo Software's other party who purchases the Service pursuant to the Agreement.
- C. Data: all the information that the Customer and/or Rodeo Software process(es) and/or generate(s) using the Service. Data may originate at third parties.
- D. Intellectual Property Rights: all intellectual property rights and related rights, including but not limited to copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighboring rights, as well as rights to know-how and performances on a par with patentable inventions.
- E. Rodeo Conditions: these Rodeo Conditions including annex A regarding the processing of personal data.
- F. Rodeo Software: Rodeo Software B.V., a private limited liability company, registered with the Chamber of Commerce under number 34257666, having its registered office in Amsterdam, the Netherlands, as well as all its legal successors or Rodeo US Inc, registered under corporation number 5392696, located at 288 East 45th Street Suite 9e, New York, NY 10017, the Customer's other party under the Agreement.
- G. Service: Rodeo Software's Software as a Service (SaaS), which service it offers via its Website and is purchased by the Customer under these Rodeo Conditions, which can be found at <https://app.getrodeo.io> or <https://drive.getrodeo.io>, which can also include training and onboarding activities.
- H. User: a person who uses the Service under the Customer's responsibility or a person for whom the Customer is responsible who uses the Service, which person has access to the Service as a user of the Service for the processing of Data and is usually, but need not be, an employee of the Customer.
- I. Website: Rodeo Software's website, <http://www.getrodeo.io>.

Article 2. The Agreement

- 2.1 The Agreement for the trial or demo of the Services is concluded electronically at the moment the Customer has registered on the Website. Only after payment for the Services, the Agreement for the paid version of the Services is concluded.
- 2.2 These Rodeo Conditions govern all legal relationships between the Customer and Rodeo Software regarding the Service offered by Rodeo Software.
- 2.3 Any amendments to the Agreement, including the Rodeo Conditions and including amendments to the scope of the Service, may be made by Rodeo Software by informing the Customer by email.
- 2.4 The applicability of any general conditions of the Customer is hereby expressly excluded.
- 2.5 The applicability of articles 6:227a through 6:227c of the Dutch Civil Code is excluded to the extent permitted by law.
- 2.6 In case of any inconsistency or contradiction between the body of these Rodeo Terms and annex A regarding the processing of personal data, annex A shall prevail insofar the situation regards processing of personal data.

Article 3. Rules regarding the use of the Service

- 3.1 The use of the Service and the Data that originates from or is generated by Customer and/or Users or third parties engaged by Customer is for the Customer's own account

and risk. The Customer acknowledges and is aware that the correctness, current relevance and completeness of the Data provided are essential to the functioning of the Service. To the extent that Customer can reasonably be considered responsible for the Data, Customer is responsible for updating and/or supplementing the Data if they are no longer correct. Rodeo Software is therefore not responsible for the correctness and/or completeness of the Data processed by means of the Service by the Customer and the natural persons or Users engaged by the Customer.

- 3.2 The Customer is responsible for the use of the Service by its Users. In particular, the Customer shall ensure that Users use the Service in accordance with this article.
- 3.3 Users may not use the Service in such a way that Rodeo Software, its infrastructure or third parties are harmed in any manner whatsoever. Users may furthermore not use the Service in such a way that all or part of the Service is unavailable.
- 3.4 Users may not log onto the Website and/or the Service by using the login data of another person (including other Users), by using false login data or by circumventing security measures, regardless of whether those security measures are adequate.
- 3.5 Users may not use the Service to spread viruses and/or to upload harmful software, such as Trojans, worms and/or backdoors.
- 3.6 Users may not use the Service to send unsolicited email (spam).
- 3.7 Users may not use the Service to upload unlawful material (material that the User is not allowed to own by law or material that infringes third-party rights).
- 3.8 Users must administer with due care the login data for the use of the Service made available by Rodeo Software and should keep the login data confidential. If the Customer suspects that a third party has access to a user's login data, the Customer must immediately inform Rodeo Software accordingly, and Customer must immediately take all measures to prevent misuse of the login data. Users have the possibility of generating new passwords within the Service and are requested to do so on a regular basis.
- 3.9 Users may furthermore, in connection with the use of the Service, not act in breach of the Agreement, these Rodeo Conditions and/or any applicable legislation or regulations.
- 3.10 In addition to the other means and remedies available to Rodeo Software, if Rodeo Software believes there are grounds on which to do so, it may at any time, without stating any reason and without any prior explanation, temporarily or permanently, limit, suspend or inactivate activities of the Customer related to the Service if (i) the Customer acts in breach of the Agreement and/or these Rodeo Conditions; (ii) Rodeo Software believes that actions of the Customer will give rise to loss or liability on the part of the Customer itself, other parties, or Rodeo Software. Rodeo Software will in no event be liable on that ground.
- 3.11 Without consent being requested or required, Rodeo Software may unilaterally refuse, disable or transfer the subdomain desired by the Customer (<https://<bedrijfsnaam.rodeo-app.com>>) if it has a compelling reason to do so. The Customer will be informed accordingly by email.
- 3.12 Rodeo Software may update or upgrade the Service at its own discretion. Rodeo Software will inform the Customer within the environment of the processing of updates and/or upgrades insofar as they are relevant to the use of the Service, all of this at Rodeo Software's discretion.

Article 4. Intellectual Property Rights

- 4.1 The Intellectual Property Rights in the Service are vested in Rodeo Software or its licensors.
- 4.2 All the trade names used and registered trademarks are owned by Rodeo Software or the owners in question.
- 4.3 By entering into the Agreement the Customer accepts and acknowledges that, subject to the conditions set out in the Agreement or in these Rodeo Conditions, Rodeo Software grants it only a limited, personal, revocable, non-exclusive right,

which may not be sublicensed or transferred, to make use of the Service for the duration of the Agreement.

- 4.4 By entering into the Agreement and/or making available/uploading Data, the Customer automatically gives Rodeo Software permission to manage and use the Data insofar as that is necessary in order to provide the Service. The Customer agrees that Rodeo Software is entitled to make (or let make) back-up copies of Data. The Customer acknowledges that Rodeo Software cannot warrant compliance with these Rodeo Conditions by third parties. In addition, the Customer grants Rodeo Software a perpetual and unlimited license to use information that the Customer sends to Rodeo Software, for example bug reports or suggestions for improvement, for the Service. This does not apply to information that has been explicitly designated as confidential.
- 4.5 No part of these Rodeo Conditions serves to transfer any Intellectual Property right to the Customer. The Customer may not perform any acts that may harm Rodeo Software's reputation or infringe its Intellectual Property Rights.

Article 5. Liability and conformity

- 5.1 During a trial period or a demo period, Rodeo Software is not liable for damages resulting from an attributable failure to comply with the Agreement, an unlawful act or otherwise, unless there is intent or deliberate recklessness on the part of Rodeo Software's management. For the duration of the Agreement after a trial period or a demo period, the other provisions of this article regarding Rodeo Software's liability apply.
- 5.2 Rodeo Software's liability for damages or other claims as a result of an attributable failure to perform the Agreement (breach of contract), regardless of the basis of the claim for damages, including an unlawful act or otherwise, is limited to the amount that the Customer has paid for the Service in the twelve (12) months preceding the damaging event twelve (12) months including VAT. One-off costs (e.g. in connection with onboarding) are explicitly not included in the calculation of the aforementioned maximum amount.
- 5.3 Without prejudice to the above, Rodeo Software is in no case liable for compensation of indirect or consequential damages, including lost profits, missed savings, reduced goodwill, damages due to business interruption. Rodeo Software's liability on the grounds of corruption, damage, destruction or loss of Data or other data is also excluded.
- 5.4 The Customer acknowledges that it is aware of the tax administration's rules on the digital storage of invoices and receipts and the applicable legislation and regulations regarding conversion. Rodeo Software is not liable for claims from the tax administration, e.g. on the grounds that the converted or digitalized invoices or receipts are illegible. The Customer itself is therefore responsible for ensuring that the Customer itself and its Users make correct use of the Service.
- 5.5 The liability of Rodeo Software due to an attributable failure in the performance of the Agreement only arises if Customer gives Rodeo Software immediate and proper notice of default in writing, thereby setting a reasonable term to remedy the failure, and Rodeo Software continues to attributable fail in the fulfillment of its obligations after that term. The notice of default must contain as detailed a description as possible of the failure, so that Rodeo Software is able to respond adequately.
- 5.6 A limitation of liability in the Agreement or Rodeo Conditions will lapse if the attributable breach is due to intent or gross negligence of Rodeo Software's management.
- 5.7 If the Customer dissolves the Agreement on the grounds of an attributable breach of the Agreement by Rodeo Software, any amounts already paid will not be repaid.
- 5.8 The Customer is liable towards Rodeo Software for, and fully indemnifies it against, any and all loss and costs, including but not limited to loss caused by infringement or alleged infringement of Intellectual Property Rights, third-party claims, debt collection

costs, statutory interest or statutory commercial interest, loss of profit, penalties forfeited and costs of legal assistance incurred by Rodeo Software as a result of (i) attributable breach by the Customer, including but not limited to failure of the Customer and/or Users to comply with the rules regarding the use of the Service referred to in article 3 of these Rodeo Conditions; (ii) any act of the Customer while using the Service; and/or (iii) a wrongful act.

- 5.9 Rodeo Software will use its best efforts, within reason, exercising the care that may be expected of a reasonably acting and reasonably skilled professional service provider, to offer the Service and make it available to the Customer in conformity with the Agreement, and thereby to maximize the uptime of the Service to the extent possible. However, Rodeo Software expressly does not warrant that the Service will be available at all times. Rodeo Software is not liable for temporary downtime of the Service. Rodeo Software assumes only best-efforts obligations under the Agreement and these Rodeo Conditions.
- 5.10 Rodeo Software is entitled to hand over the name, address, and other identifying data of the Customer and/or Users to a third party who complains that the Customer and/or Users are infringing on its rights, provided that the legal requirements have been met.
- 5.11 The Customer acknowledges and accepts that the Service is a service by means of which the Customer itself can process Data. The Customer itself is responsible and liable for all acts that it performs using the Service and, in particular, the Data.
- 5.12 The Customer itself is responsible for the purchase and/or the proper functioning of the infrastructure and for sound telecom facilities (including the Internet connection) that are necessary to use the Service.

Article 6. Personal data processing, data and confidentiality

- 6.1 Rodeo Software will process personal data in accordance with the law, its privacy policy, and annex A regarding the processing of personal data.
- 6.2 The data collected using the Service will remain the Customer's property at all times.
- 6.3 Both parties will observe strict confidentiality with regard to the information on the other party's organization, the functioning of the Service, the Data collected using the Service, and other information that has been designated, or reasonably should be designated under the circumstances, as confidential information. Without the other party's prior written consent, a party will not make the aforementioned data at its disposal available to third parties; it may disclose such data to its employees only insofar as that is necessary in order to provide the agreed performances. Both parties will obligate their employees to comply with these confidentiality provisions.

Article 7. Payment

- 7.1 The Customer is due the rates charged by Rodeo Software for the use of the Service.
- 7.2 The differentiated prices charged by Rodeo Software are clearly stated on the www.getrodeo.io/pricing website. Rodeo Software may adjust the fees charged for its Services on a monthly basis. The Customer may terminate the part of the Agreement to which the price change relates as from the/ next date on which the price adjustment enters into force.
- 7.3 Payment of all the amounts payable by the Customer to Rodeo Software for the Service must be made without any withholding, deduction and/or setoff, by transferring the amount due to a bank account stated by Rodeo Software. The payment must be made within seven days after the invoice date. The Customer may pay the amount due for the Service using one of the payment methods offered on the website of Rodeo Software's service provider.
- 7.4 In the event of late payment by Customer, Customer is due the statutory interest on the outstanding amount, part of a month being counted as a full month. Any and all costs, both in and out of court, incurred by Rodeo Software in collecting any amount that the Customer fails to pay will be payable by the Customer. The extrajudicial (collection) costs incurred by Rodeo Software are set at a minimum of 15% of the

- principal amount of the claim.
- 7.5 If the Customer fails to pay any amount due, Rodeo Software has the right, until payment is made, without sending a notice of default, to suspend the provision of its Service, including access to the Service, without being liable for any damages towards the Customer.
- 7.6 At the Customer's request the access to the Service that has been blocked in accordance with paragraph 7.5 can be activated within a reasonable period against payment of the outstanding fees, increased by an extra fee in accordance with paragraph 7.4.
- 7.7 The Customer agrees to accept digital invoices from Rodeo Software (sent by email in PDF format/provided in the digital environment).
- 7.8 The claims for payment shall be immediately due and payable in the event that the Customer is declared bankrupt, applies for a moratorium or assets of the Customer are seized, the Customer dies and also if the Customer goes into liquidation or is dissolved.
- 7.9 For the use of the Services during the trial period or the demo period, the Customer does not owe any fee.

Article 8. Force Majeure

- 8.1 Neither party is obliged to comply with any obligation arising from the Agreement if it is prevented from doing so because of force majeure. Force majeure is understood to include: force majeure of Rodeo Software's suppliers; failure to properly fulfil obligations of Rodeo Software's suppliers; defectiveness of items, hardware, software, or materials of third parties whose use has been prescribed by the Customer to Rodeo Software; government measures; electricity failure; failure of the internet, computer network or telecom facilities; war; occupation of the workplace; strike; the unavailability of one or more members of staff; obstruction of transport; exclusion; operational disturbances; fire; flooding; import and export obstacles.
- 8.2 As soon as a party can reasonably foresee that it will not be able to fulfil its obligations because of force majeure, it is obliged to notify the other party of this in writing without delay. In doing so, this party shall state: the nature of the force majeure, the measures taken and to be taken by it, the probable duration of the force majeure situation, as well as the consequences thereof for the Agreement(s) concerned.
- 8.3 If it is established that the situation of force majeure will last longer than sixty (60) days or has already lasted, Rodeo Software has the right to suspend all its obligations towards the Customer, as well as to dissolve the relevant Agreement(s) in whole or in part with immediate effect by means of a written notification to the Customer, without any obligation to pay compensation.

Article 9. Term, termination, and extension

- 9.1 The Agreement that relates to a demo or a trial of the Service will last for the duration of the demo or trial, as indicated on the Website or the Service. After this period, the Services will not be accessible without payment for the paid version of the Services.
- 9.2 After payment for the paid version of the Services, the Agreement is entered into for an indefinite period of time but may be terminated by the Customer by informing Rodeo Software accordingly by email (support@getrodeo.io), subject to the notice period stated in Article 9.3. Rodeo Software is entitled to terminate the Agreement at any time subject to a two (2) month notice period.
- 9.3 The Services provided will always be invoiced on the first day of the calendar month. The mutations (number of Users) of the month preceding the invoice date will be taken into account at the time of invoicing. The mutations will always be calculated pro rata (i.e. on the basis of the actual number of days on which the Customer and its Users have made use of the service). At the time of invoicing an advance for the following

month will furthermore be calculated, taking into account the number of Users of the Customer at the time of invoicing. If the Customer states that it no longer wishes to use Rodeo Software's services, a notice period will apply equal to the remaining number of days of the month in which the Customer gives notice of termination. That notice period also applies to User mutations in the course of a month.

- 9.4 All the rights granted to the Customer under the Agreement regarding the use of the Service lapse on termination of the Agreement.
- 9.5 Unless otherwise provided, any and all obligations that by their nature are intended to remain in force after termination of the Agreement will continue to apply after termination of the Agreement.
- 9.6 Termination of the Agreement expressly does not release the parties from the provisions regarding confidentiality, liability, Intellectual Property Rights, governing law and choice of forum.
- 9.7 Rodeo Software can terminate the Agreement in whole or in part with immediate effect without notice of default and without judicial intervention by means of written notification if the Customer is granted a suspension of payments, whether provisional or not, if a petition for bankruptcy is filed with regard to the Customer or if the Customer's business is wound up or terminated for any reason other than reconstruction or merger of companies. Rodeo Software shall never be obliged to pay any compensation for such termination.
- 9.8 Regardless of the manner in which the Agreement ends, the data collected by means of the Service will no longer be available to the Customer and its Users after the Agreement has ended. During the termination process the Customer will be requested to email purchase and sales invoices to the administrative software, using the built-in mail-to function, so that all the purchase and sales transactions within the Service are and remain available to the Customer and its Users in another digital or other environment.

Article 10. Support

- 10.1 The Customer is entitled to support during the term of the Agreement.
- 10.2 Support includes the right to consult documentation within the environment of the Service. During office hours (9 a.m. to 5:30 p.m. CET on Monday to Friday, or 9.a.m. to 5:30 p.m. EDT for Customers that want to contact the US-based support) the Customer is furthermore entitled to telephone support with regards to the functioning of the Service.
- 10.3 Support does not include:
 - services regarding system configurations (design), hardware and networks.
 - structural work, such as defining layouts, summaries, import definitions and links to third-party software.
 - on-site support. If the Customer requires on-site support, Rodeo Software will provide a quote.
 - expansion of the functionality of the Service at the Customer's request.
 - conversion of files and/or re-installment of backup files.
 - services regarding external databases of producers other than those of Rodeo Software.
 - configuration (design), training or other services not expressly described in these Rodeo Conditions.
 - support for the Internet connection; and
 - support in an environment that is not supported under the System Requirements.
- 10.4 Only a User may request support.
- 10.5 User must first consult the applicable documentation (FAQs) before support is contacted by telephone.
- 10.6 With a view to the provision of support, Rodeo Software has the right to inspect the Customer's data, either by means of applications such as TeamViewer or by means of direct access to the Customer's environment.

Article 11. Other provisions

- 11.1 Rodeo Software has the right to transfer its rights and obligations to a third party. In this regard, Customer hereby consents in advance to such transfer. Customer is only permitted to transfer its rights and obligations to a third party with the prior written consent of Rodeo Software.
- 11.2 Rodeo Software has the right to engage third parties in the execution of the Agreement, without requiring prior approval of Customer.
- 11.3 Terms and dates of delivery communicated by Rodeo Software are indicative and should not be considered to be fatal terms.
- 11.4 The Customer must impose the obligations described in these Rodeo Conditions on the persons (including Users) engaged by it and warrants that the persons (including Users) engaged by it will comply with the provisions set out in these Rodeo Conditions. Breach by a person (User) will be regarded as breach by the Customer. Customer indemnifies Rodeo Software for all damages and all third party claims related to a violation by persons (including Users) engaged by it.
- 11.5 If any provision of the Agreement and/or these Rodeo Conditions is declared invalid or non-binding or is not in keeping with mandatory rules of law, the other provisions of these Rodeo Conditions will continue to apply and the parties will replace the invalid or non-binding provision(s) in close consultation with other provisions that are valid and binding and whose legal consequences are as similar as possible to those of the invalid and non-binding provision, taking the parties' original intentions into account to the extent possible.
- 11.6 The Agreement is governed by Dutch law.
Disputes must be solved between the Customer and Rodeo Software to the extent possible. If that is impossible, the court in the district in which Rodeo Software has its registered office has jurisdiction to hear and decide on the dispute, unless the Subdistrict Court (*kantonrechter*) has jurisdiction to decide on the claim, on the grounds of its nature or the amount/value involved. In the latter case the Subdistrict Court has exclusive jurisdiction to hear and decide on the dispute.

Annex A | Processing of personal data

This annex is an integral part of the Rodeo Conditions. This annex is used to lay down the rights and obligations of parties according to the requirements of article 28(3) of the General Data Protection Regulation ('GDPR').

Article 1. Definitions

- 1.1 All capitalized terms are defined in the body of the Rodeo Conditions or in this annex. If a term is not defined in the Rodeo Conditions or this annex, it will have the meaning as described in the GDPR.
- 1.2 The words or formulations used in this annex have the following meaning, both singular and plural:
 - a. 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;
 - b. Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed (as referred to in Article 4 (12) GDPR);
 - c. Sub processor: the Party that processes the personal data for Controller on behalf of Processor.

Where in this annex the term Main User is used this term will have the following meaning: the main user designated by the Controller, who is entitled, among other things, to grant rights to Rodeo users designated by the Controller.

Article 2. Purpose of processing

- 2.1 Processor undertakes to process personal data on behalf of Controller according to the provisions laid down in this annex. Data processing shall only take place in the context of the execution of the Agreement, as well as those purposes that are reasonably related to it or that are determined in the Agreement.
- 2.2 Appendix I defines the categories of Personal Data processed and the categories of Data Subjects.
- 2.3 Processor will not process the Personal Data for any purpose other than as determined by Controller. Controller will inform Processor by email of the processing purposes insofar as they have not already been mentioned in this annex. However, Processor may use the Personal Data for quality purposes, provided that Processor only processes the relevant data for these purposes in anonymized form as much as possible.

Article 3. Processor obligations

- 3.1 Processor shall only process the personal data for the purposes as mentioned in the Agreement.
- 3.2 Regarding the processing operations as referred to in article 2, Processor shall comply with all applicable legislation, including at least all data processing legislation, such as the GDPR.
- 3.3 Processor shall inform Controller without undue delay if in its opinion an instruction of Controller would violate the applicable legislation as referred to in the first clause of this article or is otherwise unreasonable.
- 3.4 Processor shall provide assistance to Controller to fulfil Controller's legal obligations under the GDPR. This concerns the provision of assistance in the fulfilment of its obligations under Articles 32 to 36 of the GDPR.



- 3.5 All obligations of Processor under this annex shall apply equally to any persons processing personal data under the supervision of Processor, including but not limited to employees in the broadest sense of the term.

Article 4. Confidentiality obligations

- 4.1 Processor shall maintain the confidentiality of the personal data provided by Controller. Processor ensures that the persons who are authorized with processing the personal data, are contractually obliged to maintain the confidentiality of the personal data of which he or she takes note.
- 4.2 In case Processor is required, due to a legal obligation or judicial decision, to provide a third party with the personal data Processor processes on behalf of Controller, Processor shall inform Controller thereof, unless this is prohibited by law.

Article 5. Notification and communication of Personal Data Breaches

- 5.1 Controller is always responsible for notification of any Personal Data Breaches, to the competent supervisory authority, and for possible communication about the Personal Data Breach to data subjects.
- 5.2 To enable Controller to comply with this legal requirement, Processor shall notify Controller without undue delay after discovering a Personal Data Breach. Processor will take reasonable measures to limit the consequences of the Personal Data Breach and to prevent further and future Personal Data Breaches.
- 5.3 Processor shall help Controller, taking into account the reasonableness of the request, nature of the processing, and the information available to him, in regard to (new developments about) the Personal Data Breach.
- 5.4 The notification to Controller will be provided to the e-mail address of the Main User known to the Processor and shall include at least the fact that a Personal Data Breach has occurred. In addition, the notification shall, as far as known at that moment, describe:
 - a. the nature of the Personal Data Breach.
 - b. the (likely) consequences of the Personal Data Breach.
 - c. the categories and approximate number of personal data concerned.
 - d. if and which security measures have been taken to protect the personal data.
 - e. the measures taken or proposed to be taken to address the Personal Data Breach and prevent future Personal Data Breaches, including, where appropriate, measures to mitigate its possible adverse effects.
 - f. the categories and approximate number of data subjects concerned; and
 - g. name and contact details of the data privacy officer (if appointed) or a contact person regarding privacy subject.

Article 6. Rights of data subjects

- 6.1 In the event a data subject makes a request to exercise his or her legal rights under the GDPR (Articles 15-22) to Processor, Processor shall pass on such request to Controller. Processor may inform the data subject of such request being forwarded. Controller will then further process the request.
- 6.2 If a data subject makes a request to exercise his or her legal rights to Controller, Processor will, if Controller requires this, provide assistance.

Article 7. Security measures

- 7.1 Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk related to the processing operations involved, against loss or any form of unlawful processing (in particular against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed).

Article 8. Audit

- 8.1 Controller has the right to verify compliance by Processor, of all points under this annex and everything directly related to it, by means of an audit performed by an independent third-party auditor, who is bound by confidentiality obligations.

- 8.2 Controller may perform an audit once every two years, as well as in the event of a concrete suspicion of a breach of this annex or misuse of personal data.
- 8.3 Processor and Controller jointly decide a date, time and scope of the audit.
- 8.4 The audit findings shall be assessed by the parties in joint consultation and may or may not be implemented by either Party or jointly.
- 8.5 The costs of the audit shall be borne by Processor in case the audit reveals material discrepancies in the compliance of Processor to this annex, which are directly attributable to Processor. In all other cases the costs of the audit shall be borne by Controller.
- 8.6 The audit and the results thereof will be treated confidentially by Controller.

Article 9. Involvement of Sub processor(s)

- 9.1 Controller hereby grants Processor specific written authorization to engage the third parties and/or subcontractors ('Sub processors') as detailed in Appendix II when processing Personal Data, on the basis of this annex.
- 9.2 Controller hereby grants general written permission for the engagement of other Sub processors. Processor will inform Controller by email about intended changes regarding the addition or replacement of Sub processors.
- 9.3 Controller is entitled to object in writing on reasonable grounds to a specific new, or changing of, sub processor(s) within two weeks after Processor has sent the notification. If Controller makes an objection, the parties will consult to reach a solution.
- 9.4 Processor imposes at least the same obligations on the engaged sub processor(s) as agreed between Controller and Processor in this annex.
- 9.5 Processor shall ensure that these third parties shall comply with the obligations under this annex and is liable for any damages caused by violations by these third parties as if it committed the violation itself.

Article 10. Transfer of personal data

- 10.1 Processor may process the personal data in any country within the European Economic Area (EEA).
- 10.2 In addition, Processor may transfer the personal data to a country outside the EEA, provided that the country ensures an adequate level of protection of personal data and complies with other obligations imposed on it under this annex and the GDPR, including the availability of appropriate safeguards and enforceable data subject rights and effective legal remedies for data subjects.
- 10.3 A list of the processing locations at the time of entering into the Agreement is set out in Appendix II to this annex.

Article 11. Liability

- 11.1 The parties explicitly agree that any liability arising in connection with personal data processing shall be as provided in the main body of the Rodeo Conditions.

Article 12. Term and termination

- 12.1 This annex is effective for as long as the term of the Agreement.
- 12.2 This annex may be changed in the same manner as the Rodeo Conditions.
- 12.3 Upon termination of the Agreement, Processor shall, based on the choice of Controller:
 - return to Controller in original format all personal data available to it; or
 - destroy all personal data available to it.

The following appendices have been added to this annex:

- Appendix I: Specification of personal data and data subjects
Appendix II: Sub processors and locations



Appendix I Specification of personal data and data subjects

Personal data and data subjects

Processor shall process the following types of personal data, under the supervision of Controller, for the purposes as specified in article 1 of this annex:

- Name
- Email address
- Address
- City of residence
- Invoicing details
- Any other type of personal data that Controller provides to Processor in the Rodeo Software for the purposes of processing by Processor

Of the following categories of data subjects:

- Customers and/or their employees
- Suppliers/vendors and/or their employees
- Employees
- Any other category of data subjects of which Controller provides personal data of to Processor in the Rodeo Software for the purposes of processing by Processor



Appendix II Sub processors and locations

The following Sub processors are engaged by Processor at the time of entering into the Agreement:

- Google Cloud EMEA Limited – location: Belgium