

Question number	Name of document, section and page number	Question	Answer Eindhoven Airport (EANV)
1	Appendix 1.1 - Section 10.1, Page 10	We propose EANV must pay for the goods before it becomes the legal owner of them and therefore propose to include: 10.1 Ownership of the goods transfers from the Other Party to EANV upon receipt of full payment for the relevant goods by the Other Party EANV must pay for the goods before it becomes the legal owner of them no later than the moment of delivery , without prejudice to the right of EANV to reject the goods in accordance with Article 9. If goods are rejected, the risk and ownership are deemed to have never transferred to EANV.	Article 10.1 of Appendix 1.1 will be replaced by the following clause: "10.1 Ownership of the goods transfers from the Other Party to EANV upon receipt of full payment for the relevant goods by the Other Party, without prejudice to the right of EANV to reject the goods in accordance with Article 9. If goods are rejected, the risk and ownership are deemed to have never transferred to EANV."
2	Appendix 1.1 - Section 15.1, Page 14	We propose that the right to terminate for convenience be removed, please. This would present a significant risk for the bidder, which would have invested significant time and resources (and expenditure) into the project, only for the contract to end on just 30 days' notice without fault, nor cause. Please consider whether such a right is really necessary or proportionate in this context. If it is essential to have a right to terminate for convenience, then perhaps it can apply only after, say Contract Year 3, and on the proviso that the Other Party will be permitted to recover its upfront investment and other costs in the event of the termination notice being served. Would that be possible? We propose this clause: 15.1 EANV is at all times entitled to prematurely terminate the Agreement by means of a written notification to the Other Party in accordance with a notice period of one month N/A.	EANV is willing to replace Article 15.1 of Appendix 1.1. by the following clause: "15.1 After a contract term of two (2) years EANV shall at all times be entitled to prematurely terminate the Agreement by means of a written notification to the Other Party in accordance with a notice period of one month. In the event of such termination without cause, the Other Party is entitled to a compensation for incurred damage. In the event of termination based on paragraph 2 of this Article and/or Article 16, the Other Party is not entitled to any compensation or damages."
3	Appendix 1.1 - Section 16.3, Page 15	The bidder obviously understands the concerns of EANV here, after the turbulent experience of the last 2 years. The clause proposed here is, however, very broad and could easily be manipulated beyond the situations which it appears to be designed to address. The bidder's own experience is that even these 'pandemic clauses' no not work in practice as it is virtually impossible to predict the specific problematic circumstances in which it might one day be needed. And, after all, the Force Majeure provisions are there to cover these issues anyway. Please remove the clause We therefore propose this clause 16.3 EANV also reserves the right to suspend the Agreement in a situation of crisis that has a significant impact on EANV as a result of which the performance is temporarily not required. If such a situation occurs and EANV suspends the Agreement for a period of at least thirty calendar days on the basis of this Article, the Other Party is entitled to demand termination of the suspension within thirty days following the lapse of the aforementioned thirty days by means of a written notification sent to EANV. If EANV fails to comply to this demand, the other Party will be entitled to dissolve the Agreement by means of a registered letter, with immediate effect and without judicial intervention and without being obliged to pay any compensation N/A.	This proposal is not accepted. The article will remain unchanged because EANV wants to avoid complex and time consuming discussions about (legal) consequences of crisis situations.
4	Appendix 1.1 - Section 17.1, Page 15	Updated, as advised by EANV in its responses to the Q&A. However, for a deal with a contract value of this size, even liability limited to \$500K per event and \$1M annually is quite high and does not comply with the bidder's contracting policy and the obligations place don us by our insurers. Please can EANV consider, instead of those caps, a total aggregate liability cap at 250% of the total contract value? In practice, that may in fact give EANV a larger cap for a single incident compared with a 250,000 EUR cap. We therefore propose: 17.1 If the Other Party fails imputably to fulfil its obligation to EANV, the Other Party is liable for compensating (a) the direct damage suffered or to be suffered by EANV, and (b) consequential damage suffered or to be suffered by EANV in a situation as referred to in Article 17.4. This liability is limited to an amount of € 500,000 per event and to a maximum of € 1,000,000 per calendar year. If the Other Party fails imputably to fulfil its obligation to EANV, the Other Party is liable for compensating the direct damage suffered or to be suffered by EANV, and consequential damage suffered or to be suffered by EANV in a situation as referred to in Article 17.4.	Article 17.1 of Appendix 1.1 will be replaced by the following clause: "17.1 If the Other Party fails imputably to fulfil its obligation to EANV, the Other Party is liable for compensating (a) the direct damage suffered or to be suffered by EANV, and (b) consequential damage suffered or to be suffered by EANV in a situation as referred to in Article 17.4. This liability is limited to an amount of €200,000 per event and € 450,000 per calendar year."
5	Appendix 1.1 - Section 17.3, Page 17	We proposes the following: 17.3 Liability for consequential damage is excluded. Consequential damage is taken to mean: a) loss of profit; b) other damage resulting from direct damage; c) costs incurred in preventing, limiting or establishing consequential damage. 17.3 The restrictions provided for in paragraph 3 of this Article do not apply: c) in the case of claims on third parties for compensation for death or injury, and/or d) in the event of gross negligence or an intentional act on the part of the Other Party, and/or	Article 17.3 and 17.4 remain unchanged because if damage is caused by gross negligence or intentional act on the part of the Other Party, the Other Party should be fully for the damage it has caused by acting with gross negligence or intentionally. The same goes for liability for death or injury caused by the Other Party. It is unreasonable and unusual to limit this type of liability.
6	Appendix 1.1 - Section 17.4, Page 17	Updated, as advised by EANV in the Q&A response. We propose the following: 17.4 in the event of an infringement of an intellectual property right. The limitation of liability of paragraph 1 and the restrictions provided for in paragraph 3 of this Article do not apply: a) in the case of claims on third parties for compensation for death or injury, and/or b) in the even of gross negligence or an intentional act on the part of the Other Party, and/or c) in the event of an infringement of an intellectual property right.	Article 17.3 and 17.4 of Appendix 1.1 remain unchanged. See explanation given at question 5.
7	Appendix 1.1 - Section 17.5, Page 17	This indemnity is far too wide. The bidder is able to provide specific indemnities for specific risks, but it is hard to accept an indemnity for "all damage and costs" in connection with the Agreement – that means everything that has any link to the Agreement, even the slightest thing. We propose the following: 17.5. The Other Party indemnifies EANV against all third-party claims in connection with the performance of the Agreement. The indemnity also covers all damage and costs, including, but not limited to, any penalties that EANV suffers or incurs as a result of such a claim N/A.	Article 17.5 of Appendix 1.1 will be replaced by the following clause: "The Other Party indemnifies EANV against all third party claims, arising out of the Other Party's breach of the Agreement or caused by its negligent acts or omissions arising out of or connected to its performance under the Agreement."
8	Appendix 1.2, Article 4.2, page 3	Proposal: 4.2 The Other Party will submit weekly monthly reports to EANV for approval, indicating for each Consultant the exact hours spent and the services provided by the Consultant in question in the previous week. A Consultant may charge up to 9 hours per day, regardless of the hours actually spent that day. The Other Party will each month provide EANV with an invoice specifying the amounts charged, the services provided and the hours spent per Consultant.	Article 4.2 of Appendix 1.2 will be replaced by the following clause: "The Other Party will submit monthly reports to EANV for approval, indicating for each Consultant the exact hours spent and the services provided by the Consultant in question in the previous week. A Consultant may charge up to 9 hours per day, regardless of the hours actually spent that day. The Other Party will each month provide EANV with an invoice specifying the amounts charged, the services provided and the hours spent per Consultant."
9	Appendix 1.3, Article 4, page 4	Escrow is not relevant in this context. Please delete this paragraph 4. Market practice is very much moving away from the use of Escrow. The bidder would, in practice, hand over any IPR needed by EANV, we do not need costly and inconvenient Escrow arrangements for that.	Not accepted. EANV wants to keep the possibility to request an escrow, for which EANV will bear reasonable costs. In response to bidder's comment, the following clause will be added to Article 4 of Appendix 1.3: "At the request of the Other Party, EANV may decide to accept an alternative to Escrow, such as the Other Party handing over any intellectual property rights and documentation needed by EANV."
10	Appendix 1.4, Article 7.1, page 4	Proposal: 7.1 By concluding an Agreement, EANV obtains from the Other Party a perpetual and irrevocable User Right to use the System Software for the Term of the relevant Agreement , as well as to Improved and New Versions issued during that Term, for that Term , in accordance with the provisions of the Agreement, the General Provisions and the Special Provisions Hardware.	Article 7.1 of Appendix 1.4 will be replaced by the following clause: "By concluding an Agreement, EANV obtains from the Other Party a perpetual and irrevocable User Right to use the System Software, as well as to Improved and New Versions issued during the Term of the Agreement, in accordance with the provisions of the Agreement, the General Provisions and the Special Provisions Hardware."
11	Appendix 1.4, Article 7.2, page 4	Proposal: 7.2 The User Right does not include the transfer by the Other Party to EANV of any intellectual property rights (such as patent rights, copyright or trademark rights) which shall remain with the Other Party, if the User Right relates to standard software.	Article 7.2 will be replaced by the following clause: "7.2 The User Right does not include the transfer by the Other Party to EANV of any intellectual property rights (such as patent rights, copyright or trademark rights)."
12	Appendix 1.4, Article 7.3, page 4	Proposal: 7.3 The User Right described in 7.1 above is non-exclusive and only transferrable to third parties with the Other Party's consent. The Other Party may only not withhold its consent unreasonably . if there are well-founded reasons to suspect that the conditions under which the User Right is granted will be violated and/or if it has a well-founded fear of an infringement of intellectual property rights on the System Software.	Article 7.3 of Appendix 1.4 will be replaced by the following clause: "7.3 The User Right is non-exclusive and only transferrable to third parties with the Other Party's consent. The Other Party may not withhold its consent unreasonably."
13	Appendix 1.4, Article 7.4, page 5	Proposal: 7.4 7.3 The User Right is not bound by certain Hardware or a location.	Since it is not clear what is meant by this question/remark (we assume an adjustment in numbering), the relevant provision remains unchanged.
14	Appendix 1.4, Article 7.5, page 5	Proposal: 7.5 7.4 Without EANV being liable to pay any additional compensation in this respect, the User Right in any case includes: a) the right to use all the System Software's features accessible to EANV, even if these are not listed in the Documentation; b) the right to make copies of the System Software for back up purposes , to save it, to regularly test it and to keep it on 'hot standby' in case of an emergency or emergency exercise; c) the right to use the System Software for testing and development purposes; d) the right to use the System Software without any restriction or limitation in terms of location, equipment, duration or otherwise, including the use thereof by third parties on behalf of EANV, if such use by such third parties is authorised and approved by the Other Party in advance (such approval not to be unreasonably withheld nor delayed).	Article 7.5 of Appendix 1.4 will be replaced by the following clause: "7.5 Without EANV being liable to pay any additional compensation in this respect, the User Right in any case includes: a) the right to use all the System Software's features accessible to EANV, even if these are not listed in the Documentation; b) the right to make copies of the System Software for back up purposes, to save it, to regularly test it and to keep it on 'hot standby' in case of an emergency or emergency exercise; c) the right to use the System Software for testing and development purposes; d) the right to use the System Software without any restriction or limitation in terms of location, equipment, duration or otherwise, including the use thereof by third parties on behalf of EANV, if such use by such third parties is authorised and approved by the Other Party in advance (such approval not to be unreasonably withheld nor delayed)."
15	Appendix 1.4, Article 7.6, page 5	Proposal: 7.6 7.5 EANV may make copies of the System Software and use it as often as deemed necessary for its business operations. Before SNVB makes use of this possibility and thus owes the Other Party an additional payment, SNVB first informs the Other Party thereof with notable rapidity. EANV does not remove any indications of ownership or copyrights when reproducing System Software.	Article 7.6 will be replaced by the following clause: "EANV may make copies of the System Software and use it as often as deemed necessary for its business operations. Before EANV makes use of this possibility and thus owes the Other Party an additional payment, EANV first informs the Other Party thereof with notable rapidity. EANV does not remove any indications of ownership or copyrights when reproducing System Software."
16	Appendix 1.4, Article 7.7, page 5	Proposal: 7.7 7.6 If the Other Party only fixes defects in the System Software by releasing Patches or Improved Versions, EANV reserves the right to receive and use the System Software free of charge during the warranty period referred to in Article 4, even where EANV and the Other Party have not agreed to Maintenance.	Since it is not clear what is meant by this question/remark (we assume an adjustment in numbering), the relevant provision remains unchanged.
17	Appendix 1.4, Article 7.8, page 5	Proposal: 7.8 7.7 If the use of the System Software requires Materials, the Other Party will transfer the ownership thereof to EANV. The cost price of those Materials is deemed to be included in the user fee.	Since it is not clear what is meant by this question/remark (we assume an adjustment in numbering), the relevant provision remains unchanged.
18	Appendix 1.4, Article 8.3, page 5	Proposal: 8.3 EANV is under no obligation to accept any New Versions. Instead, it may continue to use all the old versions, but only for the period of time during which the Other Party is providing (to its customers generally) Maintenance and support for that old version . The Other Party will inform EANV in writing of the period during which the Other Party can continue to guarantee the Maintenance on the old versions and the applicable End of Life (EOL) Policy of the Other Party, a copy fo which will be provided to EANV, will apply . The Other Party will at least be obliged to guarantee the Hardware Maintenance for five years following the Acceptance, even if EANV does not accept New Versions.	Article 8.3 will be replaced by the following clause: "8.3 EANV is under no obligation to accept any New Versions. Instead, it may continue to use all the old versions, but only for the period of time during which the Other Party is providing Maintenance and support for that old version. The Other Party will inform EANV in writing of the period during which the Other Party can continue to guarantee the Maintenance on the old versions. The Other Party will at least be obliged to guarantee the Hardware Maintenance for five years following the Acceptance, even if EANV does not accept New Versions."
19	Appendix 1.5, Article 2.1, Page 3	Proposal: Escrow: Filing the Source Code or a copy thereof with an independent third party so that EANV can use it, or instruct it to be used, without the cooperation of the Other Party and when one or more conditions cover the compliance of the Escrow Agreement, to restore errors and otherwise maintain and manage the Software.	Not accepted. Please refer to EANV's response to question 9 of this Q&A with regard to Escrow.

20	Appendix 1.5, Article 3, Page 4	This Article should also be adjusted, please, as set out in the corresponding Article of document Appendix 1.4.	Article 3.1 of Appendix 1.5 will be replaced by the following clause: "By concluding an Agreement, EANV obtains from the Other Party a perpetual and irrevocable User Right to use the Software, as well as to Improved and New Versions issued during the Term of the Agreement, in accordance with the provisions of the Agreement, the General Provisions and the Special Provisions Software." Article 3.2 of Appendix 1.5 will be replaced by the following clause: "3.2 The User Right does not include the transfer by the Other Party to EANV of any intellectual property rights (such as patent rights, copyright or trademark rights)." Article 3.3 of Appendix 1.5 will be replaced by the following clause: "3.3 The User Right is non-exclusive and only transferrable to third parties with the Other Party's consent. The Other Party may not withhold its consent unreasonably." Article 3.5 of Appendix 1.5 will be replaced by the following clause: "3.5 Without EANV being liable to pay any additional compensation in this respect, the User Right in any case includes: a) the right to use all the Software's features accessible to EANV, even if these are not listed in the Documentation; b) the right to make copies of the Software for back up purposes, to save it, to regularly test it and to keep it on 'hot standby' in case of an emergency or emergency exercise; c) the right to use the Software for testing and development purposes; d) the right to use the Software without any restriction or limitation in terms of location, equipment, duration or otherwise, including the use thereof by third parties on behalf of EANV, if such use by such third parties is authorised and approved by the Other Party in advance (such approval not to be unreasonably withheld nor delayed)."
21	Appendix 1.5, Article 6.3, Page 5	This Article should be adjusted please, regarding New Versions, as indicated in document Appendix 1.4. : 6.3 EANV is under no obligation to accept any New Versions. Instead, it may continue to use all the old versions. The Other Party will inform EANV in writing of the period during which the Other Party can continue to guarantee the Maintenance on the old versions. The Other Party will at least be obliged to guarantee the Maintenance during the term of the Agreement, even if EANV does not accept New Versions.	Article 6.3 will be replaced by the following clause: "6.3 EANV is under no obligation to accept any New Versions. Instead, it may continue to use all the old versions, but only for the period of time during which the Other Party is providing Maintenance and support for that old version. The Other Party will inform EANV in writing of the period during which the Other Party can continue to guarantee the Maintenance on the old versions. The Other Party will at least be obliged to guarantee the Maintenance during the Ter of the Agreement, even if EANV does not accept New Versions." Please note that this article does not relate to SaaS.
22	Appendix 1.5, Article 10, Page 7	Escrow is not relevant in this context. To be removed. Same comments apply as in document Appendix 1.4. Escrow 10.1 EANV may at all times require for the Other Party to hold the Software in Escrow, even if this has not initially been agreed. All reasonable costs associated to the above will be borne by EANV. 10.2 Escrow comprises all information which has not been made public which EANV reasonably needs for fault recovery, maintenance and management of the Software. Escrow complies with that which is customary on the Dutch market at the time it was concluded. 10.3 If the Source Code is changed at any time, the Other Party undertakes to also deposit the changed version(s) in Escrow. 10.4 If an agreement has been made on Escrow, the Other Party will provide EANV with a written confirmation from the agreed custodian no later than on an agreed date showing that all information to be held in Escrow has been deposited with that custodian. 10.5 EANV will be entitled to require all versions of the Source Codes held in Escrow to be surrendered if the Other Party is declared bankrupt, ceases to exist or is taken over by a third party that does not consider itself to be bound by the Agreement or imposes unreasonable conditions to the continuation of the Agreement. 10.6, 10.1 EANV will be entitled to require all versions of the Source Codes relating to Custom Software held in Escrow to be surrendered if and as soon as the Agreement has been terminated, or will be terminated within one month, if it will not be extended, or if the Other Party can or no longer intends to maintain the Custom Software in accordance with the Agreement. N/A.	Not accepted. EANV wants to keep the possibility to request an escrow, for which EANV will bear reasonable costs. In response to bidder's comment, the following clause will be added to Article 10 of Appendix 1.5: "At the request of the Other Party, EANV may decide to accept an alternative to Escrow, such as the Other Party handing over any intellectual property rights and documentation needed by EANV."
23	Appendix 1.6, Article 1, Page 3	The changes and mark-up proposed by the bidder for documents Appendix 1.4 and Appendix 1.5 also apply to this document Appendix 1.6 (e.g. Licences, Escrow, New Versions etc.).	Not accepted. This is not possible as Appendix 1.6 contains significantly different articles/content that are specific for SaaS products.
24	Appendix 1.6, Article 7, Page 5	Proposal: Escrow 7.1 N/A. EANV may at all times require for the Other Party to hold Data in Escrow by a professional Escrow Custodian to be approved by EANV in accordance with an Escrow arrangement for Data - also to be approved by EANV, even if this had not initially been agreed. All reasonable costs associated to the above will be borne by EANV. The Other Party undertakes to also deposit the changed Data with the same Custodian at the times set out in the Escrow arrangement for Data. 7.2 If an agreement has been made on Escrow for Data, the Other Party will provide EANV with a written confirmation from the agreed custodian no later than on an agreed date showing that the data has been deposited with that custodian. 7.37.1 EANV will be entitled to require all Data held in Escrow to be surrendered, if (i) the Other Party is declared bankrupt, ceases to exist, or is taken over by a third party that does not consider itself to be bound by the Agreement or imposes unreasonable conditions to the continuation of the Agreement, or (ii) the Agreement is terminated, will be terminated within one month, or will not be extended.	Not accepted. EANV wants to keep the possibility to request an escrow, for which EANV will bear reasonable costs. In response to bidder's comment, the following clause will be added to Article 7 of Appendix 1.6: "At the request of the Other Party, EANV may decide to accept an alternative to Escrow, such as the Other Party handing over any intellectual property rights and documentation needed by EANV."
25	Appendix A, Article 5.1, page 3	Updated, as advised by EANV in the Q&A. 5.1 The Supplier shall charge EANV the amounts owed as based on the Agreement and which have been elaborated in Appendix 8 (article 4-1). EANV shall send the Supplier a purchase order for this purpose.	Article 5.1 of Appendix A will be replaced by the following clause: "The Supplier shall charge EANV the amounts owed as based on the Agreement. EANV shall send the Supplier a purchase order for this purpose."
26	Appendix A, Article 5.2, page 3	Updated, as advised by EANV in the Q&A. 5.2 The Supplier shall charge EANV the amounts owed for Maintenance as based on the Agreement on a yearly quarterly basis, which amounts shall be charged in advance and properly itemised. For this purpose, the Supplier shall first send to an EANV contract manager a that accords with the pro forma invoice approved by EANV. pro forma invoice which EANV, if it agrees to it, will approve. EANV shall then send the Supplier a purchase order that accords with the pro forma invoice approved by EANV. The Supplier shall invoice EANV on the basis of this purchase order.	Article 5.2 of Appendix A will be replaced by the following clause: "The Supplier shall charge EANV the amounts owed for Maintenance as based on the Agreement on a quarterly basis, which amounts shall be charged in advance and properly itemised. For this purpose, the Supplier shall first send to an EANV contract manager a that accords with the pro forma invoice approved by EANV. The Supplier shall invoice EANV on the basis of this purchase order."
27	Appendix A, Article 5.5, page 3	Proposal: 5.5 EANV shall pay the amounts it owes as based on the Agreement into the bank or giro account indicated for the purpose by the Supplier within 30 days of having received the correct invoices concerned. EANV will promptly notify the Supplier of any inaccuracy or error in an invoice. If no such inaccuracy or error is notified by EANV to the Supplier within six (6) months of the invoice date, that invoice will be deemed to be accepted and no adjustment / rebate nor refund will be made after that date.	Article 5.5 of Appendix A will be replaced by the following clause: "EANV shall pay the amounts it owes as based on the Agreement into the bank or giro account indicated for the purpose by the Supplier within 30 days of having received the correct invoices concerned. EANV will promptly notify the Supplier of any inaccuracy or error in an invoice. If no such inaccuracy or error is notified by EANV to the Supplier within six (6) months of the invoice date, that invoice will be deemed to be accepted and no adjustment / rebate nor refund will be made after that date."
28	Appendix A, Article 10.3, page 5	We think it would be good to clarify this. 10.3 The parties' right to claim compension in accordance with Article 82.5 of the GDPR is not subject the limitation of liability put forward in this clause.	Agreements related to processing of personal data are included in the Data Processing Agreement (Appendix 3). Please refer to Article 11 of Appendix 3 and EANV's answer to question 32 in this Q&A.
29	Appendix 3, Section 6.1, page 4	6.1 The Data Processor will regularly check the security measures it has taken and in any case conduct a check at least once a year. At EANV's request, the Data Processor will demonstrate which measures it has taken in accordance with Article 5.1, will allow EANV to audit and test such measures and, based on the findings of these audits and tests, amend its security policy in accordance with EANV's further written instructions within the context of the applicable privacy legislation, including but not limited to Article 28(5) of the GDPR. Alternatively, EANV may use a statement by an independent external expert who gives an opinion on the measures taken by the Data Processor (Third Party Assurance).	Not accepted. In this fast developing digital world, it is of great importance to check security measures frequently, at least once a year.
30	Appendix 3, Section 6.4, page 4	These items are very important requirements, provided by the bidder's IT security team. 6.4 Any audit: a. shall be restricted to check Supplier's provided services in line with the relevant Agreement; and b. shall be limited to a maximum of one (1) per calendar year and shall be at EANV's cost with EANV indemnifying Supplier for the Supplier's incurred costs in connection with such audit (if any), unless the audit reveals a breach by the Supplier; and c. shall be subject to the confidentiality clause of the relevant Agreement and EANV commits to get any third-party taking part in the audit bound by no less strict confidentiality obligations under a written and signed agreement with any such third-party; d. shall be subject to a prior notice from EANV that shall not be less than thirty (30) days; e. shall not include either security scans or any other intrusion testing on any Supplier systems, without prior written consent of Supplier; f. shall be restricted to viewing audited documents and shall therefore not include getting a copy of them; g. shall be subject to full sharing of results of audit with Supplier and no sharing of such results with a third party shall be done without Supplier's prior and specific written agreement, subject to applicable law. Such authorized sharing shall in any case be subject to compliance with paragraph (c) above.	The following article will be added to Article 6 of Appendix 3: "6.4 Any audit: a. shall be restricted to check Supplier's provided services in line with the Agreement; and b. shall be limited to a maximum of one (1) per calendar year and shall be at EANV's cost with EANV indemnifying Supplier for the Supplier's incurred costs in connection with such audit (if any), unless the audit reveals findings that require action within one (1) year; and c. shall be subject to the confidentiality clause of the relevant Agreement and EANV commits to get any third-party taking part in the audit bound by no less strict confidentiality obligations under a written and signed agreement with any such third-party; d. shall be subject to a prior notice from EANV that shall not be less than thirty (30) days; e. shall not include either security scans or any other intrusion testing on any Supplier systems, without prior written consent of Supplier; f. shall be restricted to viewing audited documents and shall therefore not include getting a copy of them; g. shall be subject to full sharing of results of audit with Supplier and no sharing of such results with a third party shall be done without Supplier's prior and specific written agreement, subject to applicable law. Such authorized sharing shall in any case be subject to compliance with paragraph (c) above."
31	Appendix 3, Section 11.1, page 7	11.1 If either Party fails to comply with this Data Processing Agreement, that Party will be liable to compensate the other Party for the loss or damage it has suffered. Loss or damage will in any case be understood to include, but not exclusively, the costs incurred in connection with having to recompile files of lost or destroyed Personal Data (to the extent that is physically possible) and the costs incurred to prevent or limit loss or damage. Liability with regard to reputation damage and/or loss of profit is excluded.	Accepted. Article 11 of Appendix 3 will be replaced by the following clause: "11.1 If either Party fails to comply with this Data Processing Agreement, that Party will be liable to compensate the other Party for the loss or damage it has suffered. Loss or damage will in any case be understood to include, but not exclusively, the costs incurred in connection with having to recompile files of lost or destroyed Personal Data (to the extent that is physically possible) and the costs incurred to prevent or limit loss or damage. Liability with regard to reputation damage and/or loss of profit is excluded."
32	Appendix 3, Section 11.5, page 8	We propose to include: 11.5 The limitations of liability set out in the Agreement (i.e. the main contract) will apply to this Data Processing Agreement, including but not limited to the indemnities set out in this Article 11, subject always to the fact that the parties' right to claim compensation in accordance with Article 82.5 of the GDPR shall not be limited.	The following additional clause shall be added to Article 11 of Appendix 3: "11.5 The limitations of liability set out in the Agreement will apply to this Data Processing Agreement, subject to the fact that the Parties' right to claim compensation in accordance with Article 82(5) of the GDPR shall not be limited."