

PARTNERSHIP AGREEMENT FOR THE PROVISION OF A GAMBLING STOP APPLICATION AS A SERVICE

This Partnership Agreement (“**Agreement**”) is effective as of <.....>, 2026 (“**Effective Date**”) and is between the Dutch Gambling Authority (*de publiekrechtelijke rechtspersoon Kansspelautoriteit*), established in 's-Gravenhage, the Netherlands, registered in the trade register of the Chamber of Commerce under number 55010792 (“**Ksa**”) and <.....>, organised and existing under the laws of <.....>, having its principal place of business and registered office at <.....>, <.....>, <.....>, registered in <.....> under number <.....> (“**Supplier**”). Ksa and Supplier may be referred to in this Agreement individually as a “**Party**” and together as the “**Parties**”.

The Parties agree as follows:

1. DEFINITIONS AND ATTACHMENTS. Capitalized terms not otherwise defined in this Agreement’s substantive provisions are defined in Attachment 1. Further, the list of Attachments is:

Attachment 1 – Definitions

Attachment 2 – Data Security and Privacy Terms

Attachment 3 – Application Description and Tender Document for the European Public Procurement Procedure for Gambling Stop Functionality dated <.....> 2026

Attachment 4 – Requirements Specification

Attachment 5 – Price Form

2. SOFTWARE AS A SERVICE.

2.1. The Application. Subject to and in accordance with the terms of this Agreement, Supplier shall make the Application available to Authorized Users. Supplier hereby grants to Authorized Users a non-exclusive, irrevocable, worldwide license to access and use the Application. The Application is described in Attachment 3. The Parties acknowledge that the Application will be used by Authorized Users located in multiple geographies.

2.2. Updates. At no additional cost to Ksa or Authorized Users, Supplier shall provide to Authorized Users all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the Application (collectively, “**Updates**”), including associated Documentation, in each case, that Supplier makes generally available to its other customers of the Application.

2.3. Service Levels. Supplier shall at all times meet or exceed the service levels set forth in Attachment 4 (the “**SERVICE LEVELS**”). Supplier shall measure and, on a monthly basis, make available to Ksa (e.g., on a website) a detailed report showing Supplier’s performance as compared to the Service Levels. If Supplier fails to meet any Service Levels, Supplier shall automatically credit Ksa’s account in an amount equal to the applicable penalty described in Attachment 4 and reflect the forfeiture of such penalty on Ksa’s next invoice; provided, that, if any Service Level credits remain outstanding as of the Termination Effective Date, Supplier shall promptly refund such amounts to Ksa. The forfeiture of a penalty shall be without prejudice to Ksa’s entitlement to damages.

2.4. Maintenance and Support. Supplier shall provide maintenance and Support Services (at no additional charge) in accordance with the minimum standards set forth in Attachment 4.

2.5. Disaster Recovery.

(a) Supplier shall maintain a plan designed to (i) continue all Supplier business operations that are critical to the operation and functionality of, and Authorized Users’ access to, the Application, and (ii) permit Supplier to comply with this Agreement, in each case, notwithstanding a Crisis (such plan, a

“Disaster Recovery Plan”). Supplier shall at least once every twelve months review and modify its Disaster Recovery Plan to ensure it is consistent with the guidelines and standards of Supplier’s industry as such guidelines and standards evolve. Supplier shall at least annually test its Disaster Recovery Plan. Upon request, no more frequently than once per year, Supplier shall provide Ksa with the results of tests Supplier conducts on its Disaster Recovery Plan, including any issues discovered and remediation efforts undertaken. **“Crisis”** means an event or condition that would cause the Application or any component thereof to not perform or operate with diminished security, functionality, or otherwise in a manner inconsistent with the requirements of this Agreement.

(b) Supplier shall, as part of its Disaster Recovery Plan, host and operate the Application on a mirror system (**“Backup Facility”**) that (i) is at a hardened data center facility in the European Union (**“E.U.”**) that is geographically remote from the Primary Facility, (ii) other than location, is otherwise identical in all respects to the Primary Facility, (iii) has hardware, software, network connectivity, power supplies, backup generators, and other similar equipment and services that operate independently of the Primary Facility, (iv) has fully current backups of all Ksa Data and User Data stored at the Primary Facility, and (v) has the ability to provide access to the version of the Application currently in use at the Primary Facility in accordance with this Agreement during a Crisis. Supplier shall operate the Backup Facility in a configuration such that in the event of a Crisis Authorized Users’ access to the Application will be uninterrupted. **“Primary Facility”** means the systems and facilities from which Supplier makes the Application available for production use by Authorized Users.

(c) In the event of a Crisis, Supplier shall promptly implement its Disaster Recovery Plan. The occurrence of a Crisis does not relieve Supplier of its obligation to implement its Disaster Recovery Plan.

2.6. Geographic Restrictions; Hosting Providers.

(a) Supplier shall host the Application in the E.U. at the location(s) and the hosting providers (if any) specified in Attachment 3, and shall provide services under this Agreement with resources (e.g., hardware and software) located in the E.U., and shall not Process any User Data outside of the E.U. E.U.-based support personnel may view User Data stored by Supplier via a secure connection for the purpose of providing the necessary support. Supplier shall give at least one year’s prior Formal Notice to Ksa before changing any hosting locations specified in Attachment 3, or the Supplier Service Provider(s) hosting the Application, if any.

(b) Ksa’s prior written consent shall be required for any change to a hosting location in a different country from the then-current hosting location. If Ksa does not consent to such change of location, (i) Ksa may terminate this Agreement within 30 days after receiving notice of the impending change, delivering a Formal Notice terminating this Agreement effective no later than the date of the change specified in Supplier’s Formal Notice, (ii) Supplier shall not move User Data from the hosting locations listed in Attachment 3, and (iii) Supplier shall thereafter promptly (but in no event later than 45 days after the Termination Effective Date) issue a refund to Ksa of any pre-paid unused amounts.

2.7. Application Testing. When, following finalization of the implementation phase, Supplier notifies Ksa in writing that (i) the Application is ready for use and (ii) Supplier has structured its organization to be able to provide the Support Services in accordance with this Agreement, Ksa shall have 30 days from receipt of the notice to test the Application and the Support Services set-up to determine whether the Application and the Support Services set-up comply in all material respects with the requirements of this Agreement and the applicable Documentation. Upon completion of Ksa’s testing, Ksa shall notify Supplier of its acceptance or, if it has identified any noncompliance with the requirements or applicable Documentation, rejection of the Application. If Ksa rejects the Application, Supplier shall promptly commence, at no additional cost or charge to Ksa, all reasonable efforts to complete, as quickly as possible

and in any event within 20 days from receipt of Ksa's notice, such necessary corrections, repairs, and modifications to the Application and/or the Support Services set-up to bring the Application and the Support Services set-up into full compliance with the requirements of this Agreement and the applicable Documentation. If any corrective measures are required pursuant to this Section 2.7, upon its completion of such measures, Supplier shall, upon Formal Notice, notify Ksa and the process set forth in this Section 2.7 shall be repeated; provided that if Ksa determines that the Application, as revised, still does not comply in all material respects with the Specifications, Ksa may, upon Formal Notice, terminate this Agreement for cause, and Supplier shall refund to Ksa all amounts paid by Ksa for the Application.

2.8. Supplier Data Errors. Supplier shall promptly correct at Supplier's expense all errors, corruptions or inaccuracies in any User Data Processed by Supplier or occurring in the search and display functionality of the Application that relate to User Data, to the extent caused by Supplier or any defect in the Application ("**Data Errors**").

3. SUPPORT SERVICES.

3.1. Support Services.

(a) Supplier shall provide to Ksa and Authorized Users the Support Services specified in and in accordance with Attachment 4.

(b) Supplier shall perform the Support Services in a timely and professional manner employing individuals possessing the requisite knowledge, expertise and training necessary to perform them.

3.2. Warranties. Supplier warrants that during the Term: (a) the Application will comply with the Specifications and the other requirements set forth in this Agreement; (b) the Application will not contain any Harmful Code; and (c) unless approved in advance in writing by Ksa, the Application will not contain any third-party software or other Intellectual Property (including software licensed under "open source" licenses).

4. PAYMENT.

4.1. Application Fees.

(a) In consideration for Authorized Users' access to and use of the Application, beginning on the Effective Date, Supplier may invoice Ksa for the Application Fees set forth in Attachment 5 monthly (1/12 of the quoted annual fee) in arrears and shall not invoice Ksa for any additional charges without Ksa's prior written consent.

(b) Support Service Fees are included in the Application Fees. Consequently, Supplier shall not invoice Ksa or Authorized Users for Support Services provided by Supplier.

(c) Supplier may not increase the Application Fees other than as set forth in this Section 4.1(c). Supplier may submit indexation requests once a year, exclusively in the month of October (for the first time in October 2027). Requests for indexation for the upcoming year submitted to Ksa after 31 October will not be taken into consideration. Following receipt of an indexation request, Ksa will confirm to Supplier whether the request has been approved. Any increase shall be limited to a maximum of the (if any) increase in the most recently published final price index figure for services prices in commercial services and transport (index 2021=100) for group J6202, as published by the Dutch Central Bureau of Statistics (*Centraal Bureau voor de Statistiek, CBS*) at the time of announcement, compared to the price index figure of the same index published 12 months earlier. If the index 2021=100 is no longer maintained, its successor index shall be used to calculate the maximum indexation. If group J6202 is no longer maintained, group J62 shall be used to calculate the maximum indexation.

4.2. Invoices and Payment.

- (a) Ksa shall pay Supplier all undisputed amounts within 45 days of receipt of an invoice therefor. If Ksa fails to pay an invoice by the end of this period without a valid reason, it shall be liable to pay statutory interest pursuant to Article 6:119 of the Dutch Civil Code on the outstanding amount. Ksa reserves the right to not pay any invoice submitted more than 180 days after the date the associated charges were incurred.
- (b) Ksa may withhold from any payment any invoiced amounts that Ksa disputes in good faith and, upon written notice from Ksa identifying the disputed amounts, Supplier shall provide Ksa with documentation to support the validity of such disputed amounts. The Parties shall negotiate in good faith to resolve any such disputes. In no event will an invoiced amount disputed in accordance with this Section 4.2(b) alter or terminate Supplier's obligations under this Agreement or form the basis for a Supplier claim of breach of this Agreement by Ksa.
- (c) Ksa may set off its payments against any amount due from Supplier to Ksa.
- (d) Supplier shall submit invoices electronically through such system as Ksa may designate from time to time. Supplier shall attach to its electronic submissions a PDF or other softcopy of the hardcopy invoice it would otherwise send to Ksa.

4.3. Taxes.

- (a) Ksa shall pay Supplier for value-added taxes, if any ("**Taxes**"), imposed by any governmental entity with respect to, or arising out of, the Application and Support Services that are properly invoiced in accordance with Section 4.2 of this Agreement, to the extent not inconsistent with any applicable laws or regulations, which shall control in the case of any conflict. Notwithstanding the foregoing, if any applicable laws or regulations are deemed by Ksa in good faith to preclude Ksa from paying Taxes, the Parties agree to modify this provision to the extent necessary to achieve the intent of this provision, which is for Ksa to pay Supplier for the Taxes, while remaining compliant with applicable laws and regulations. Ksa's liability for Taxes shall not include penalties, interest, and other additions thereto, to the extent such penalties, interest, or additions are directly or indirectly attributable to the action or inaction of Supplier.
- (b) Supplier shall be responsible for any taxes, imposts, levies, duties or other fees with respect to, or based upon, any measure of Supplier's income, whether gross or net and any taxes, imposts, levies, duties or other fees with respect to, or based upon, Supplier's assets, capital, property, or payroll, however denominated.
- (c) Notwithstanding Section 4.3(a) herein, Ksa shall not be responsible for or reimburse Supplier for, and Supplier shall indemnify Ksa for, any Tax where: (a) a specific exemption applies to the services provided to Ksa and Authorized Users hereunder or any transaction occurring pursuant to or arising out of this Agreement; (b) Ksa has provided to Supplier written representation, substantiation, or other confirmation that Supplier is not responsible for such collection and that Ksa is authorized to make payment for such Taxes directly to the applicable governmental authority and, where required by applicable law to discharge Supplier's obligations to either remit such Taxes to the applicable governmental authority or charge Ksa such Taxes, a certification that Ksa has made the relevant remittance; or (c) Supplier is otherwise responsible for and obligated to pay such Taxes as set forth herein.
- (d) Notwithstanding any other provision to the contrary in this Agreement, this Section 4.3 shall survive any termination of this Agreement (a) for the period of time during which either Party may be liable for a Tax under any applicable statute of limitations, or (b) where any audit, contest, challenge, controversy, or other proceeding is pending, throughout the duration of such audit, contest, challenge, controversy, or other proceeding.

5. TERM AND TERMINATION.

5.1. Term. This Agreement commences on the Effective Date and will continue thereafter for a period of three (3) years, unless sooner terminated as set forth in this Agreement (the “**Initial Term**”). At the end of the Initial Term, the Agreement will automatically renew for a maximum of two (2) additional two (2)-year terms (each, a “**Renewal Term**”), unless Ksa provides Supplier with at least 30 days Formal Notice of termination, in each case prior to the end of the then-current Initial Term or Renewal Term, as applicable. “**Term**” means the Initial Term and the Renewal Term(s), if any, collectively.

5.2. Termination.

(a) Either Party may terminate this Agreement for cause upon Formal Notice setting forth the effective date of termination if the other Party fails to cure a breach of this Agreement within 15 days after receiving such notice.

(b) Ksa may terminate this Agreement, effective immediately upon Formal Notice to Supplier without causing any breach or incurring any additional obligation, liability or penalty if Supplier (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (vi) in the event of a decision by the competent public-law body that results in Ksa’s statutory duties no longer being performed, in whole or in part, temporarily or permanently, or being altered so significantly that the services provided by Supplier no longer correspond to the nature, structure, scope, and/or manner of their performance; or (vii) if Supplier has provided incorrect information during the tender process preceding the execution of this Agreement; or (viii) if Supplier acts in violation of the laws and regulations applicable to Supplier or to the performance of the Agreement; or (ix) if it should become apparent (whether in court or otherwise) that the award of the Agreement to Supplier was unlawful.

5.3. Effect of Termination. On the Termination Effective Date, Ksa’s payment obligations will be limited to the accrued charges for all services delivered and accepted by Ksa hereunder prior to the Termination Effective Date and Supplier shall promptly credit to Ksa all pre-paid and unused amounts. Termination of this Agreement does not affect the term of Authorized Users’ then-current subscriptions.

6. CONFIDENTIALITY.

6.1. Definitions.

(a) “**Confidential Information**” means any non-public information of the disclosing Party that is either marked “Confidential” or “Proprietary” or under the circumstances of disclosure or due to the nature of the information should reasonably be considered confidential. Ksa Confidential Information includes User Data. Confidential Information does not include information that (i) is in or enters the public domain without breach of this Agreement and through no act of the receiving Party, (ii) the receiving Party was lawfully in possession of without any obligation of confidentiality or nondisclosure prior to receiving it from the disclosing Party, (iii) the receiving Party can demonstrate was developed by the receiving Party independently and without use of or reference to the disclosing Party’s Confidential Information, or (iv) the receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

(b) **“Receiver Personnel”** means the directors, officers, employees, agents, contractors (including, with respect to Supplier, Supplier Service Providers), accountants, auditors and legal and financial advisors of a Party who (i) need to know such Confidential Information in order to allow such Party to perform its obligations or exercise its rights under this Agreement and (ii) are under confidentiality, privacy and data security obligations at least as protective as those set forth in this Agreement.

6.2. Use of Confidential Information; Protective Measures.

(a) The Confidential Information of each Party is the property of that Party, and other than as set forth in this Agreement, the receiving Party obtains no interest in or to the Confidential Information of the disclosing Party.

(b) The receiving Party shall use at least the same degree of care to protect the disclosing Party’s Confidential Information as it uses to protect its own Confidential Information of like nature but shall use at least reasonable care.

(c) Each Party shall: (i) hold in confidence all Confidential Information of the other Party; (ii) use such Confidential Information only to perform its obligations or exercise its rights under this Agreement; and (iii) not transfer, display, convey or otherwise disclose or make available such Confidential Information to any person or entity except to its respective Receiver Personnel.

(d) The receiving Party shall cause any person or entity to which it discloses the disclosing Party’s Confidential Information to handle such Confidential Information in compliance with this Agreement and is liable to the disclosing Party for any failure of persons or entities to do so to the same extent as if such failure had been that of the receiving Party. This clause (d) will not be interpreted as permission for the receiving Party to disclose the disclosing Party’s Confidential Information to any person or entity that does not meet the definition of Receiver Personnel.

(e) The receiving Party may disclose the Confidential Information of the disclosing Party in response to a valid court order, law (including Data Laws), rule, regulation, or other governmental action on the condition that the receiving Party (i) promptly delivers notice (followed by Formal Notice) of the impending disclosure to the disclosing Party such that the disclosing Party will have a reasonable opportunity to obtain a protective order, (ii) complies with all reasonable directions of the disclosing Party with respect to such disclosure, and (iii) assists the disclosing Party, at the disclosing Party’s expense, in any attempt to limit or prevent the disclosure of the Confidential Information. If there is not sufficient time to provide such notice to the disclosing Party, the receiving Party shall provide such notice to the disclosing Party as soon as practicable and disclose the minimum amount of Confidential Information legally required.

6.3. Destruction of Confidential Information. Upon Formal Notice from the disclosing Party or upon the Termination Effective Date, the receiving Party shall (a) at its own expense, promptly destroy the disclosing party’s Confidential Information and, upon request of the disclosing Party, provide the disclosing Party with certification of such destruction by Formal Notice, and (b) cease all further use of the other Party’s Confidential Information, whether in tangible or intangible form, except in either case for (i) any Confidential Information that the receiving Party is required to retain pursuant to any applicable law, (ii) copies of executed contractual documents or other materials customarily held by the receiving Party as archival material, and (iii) any Confidential Information stored by the receiving Party in such a way that it would be commercially impracticable to delete such Confidential Information. With respect to Confidential Information retained pursuant to the foregoing provision, the receiving Party’s obligations under this Section 6 will survive the termination of this Agreement until the receiving Party destroys such Confidential Information.

7. KSA'S PROPRIETARY RIGHTS.

(a) **"Ksa Intellectual Property"** means (i) the Intellectual Property of Ksa and its respective licensors, (ii) Ksa Data, and (iii) any and all worldwide rights in any of the foregoing (including copyrights, moral rights, patent rights, trade secret rights, trademark rights) existing now or in the future, and any and all applications and registrations therefor.

(b) As between the Parties, Ksa solely and exclusively owns Ksa Intellectual Property and, other than as set forth in this Agreement, no right, title or interest in or to the Ksa Intellectual Property is or is intended to be granted to Supplier.

(c) Supplier shall not: (i) use or register any domain name that is identical to or confusingly similar to any of the Ksa Marks; (ii) bid on, purchase or otherwise use any of the Ksa Marks or other Ksa Intellectual Property in connection with any search engine optimization practices, search retargeting based on the fact that a consumer had searched for a Ksa Mark, paid search advertising or any other form of on-line or other advertising, or any other service that results in Supplier being referenced in regard to internet searches for the Ksa Marks or other Ksa Intellectual Property; or (iii) remove any trademark, patent, copyright, or other proprietary notices or markings from any materials provided by Ksa.

8. SUPPLIER'S PROPRIETARY RIGHTS.

(a) **"Supplier Intellectual Property"** means (i) Prior Work, (ii) all Intellectual Property authored, invented or otherwise created by Supplier (including the Application) (1) without use of, or reference to, or otherwise containing any Ksa Intellectual Property, and (2) outside of and independent of Supplier's performance under this Agreement, and (iii) any and all worldwide rights in any of the foregoing (including copyrights, moral rights, patent rights, trade secret rights, trademark rights) existing now or in the future, and any and all applications and registrations therefor. **"Prior Work"** means all Intellectual Property owned by Supplier prior to the Effective Date.

(b) As between the Parties, Supplier solely and exclusively owns Supplier Intellectual Property and, other than as set forth in this Agreement, no right, title or interest in or to the Supplier Intellectual Property is or is intended to be granted to Ksa.

9. ADDITIONAL REPRESENTATIONS AND WARRANTIES.

9.1. Mutual Representations and Warranties. Each Party represents and warrants to the other that: (a) it has full corporate power and authority to enter into this Agreement and perform its obligations hereunder; (b) it has the necessary rights to enter into this Agreement and perform its obligations hereunder; (c) this Agreement is a binding obligation upon it and, when executed by both Parties, is enforceable in accordance with its terms, and (d) it is qualified to do business in the jurisdictions in which it will perform its obligations under this Agreement.

9.2. Supplier Representations and Warranties. Supplier represents and warrants that: (a) the Application complies with the Documentation and the other requirements set forth in this Agreement; (b) the functionality, operation, or use of the services delivered or to be delivered pursuant to this Agreement are not contrary to, and do not conflict with, or infringe, misappropriate or violate any right in Intellectual Property of any person or entity and that there are no such claims as of the Effective Date; (c) the Application does not contain any Harmful Code; (d) as of the Effective Date Supplier is not the subject of any pending litigation, disputes, or threats thereof relating to privacy or data security; (e) as of the Effective Date Supplier complies with the suitability requirements set forth in Attachment 3 throughout the entire term of the Agreement; (f) Supplier will have obtained all certifications required under the Agreement by the Effective Date and will maintain them throughout the term of the Agreement.

Prior to the expiration of any certificate issued to Supplier, Supplier shall ensure that it obtains a new certification in accordance with the most recent standard. Upon Ksa's request, Supplier shall promptly provide Ksa with copies of the certificates issued to it; and (g) Supplier has disclosed to Ksa all incidents and circumstances occurring in the 18 months before the Effective Date in relation to the services to be provided under this Agreement that, had they occurred during the Term and involved User Data, would constitute a Security Incident under this Agreement.

9.3. The application of Article 6:89 of the Dutch Civil Code is excluded between the Parties.

10. DEFENSE & INDEMNIFICATION.

10.1. Third-Party Claims. Supplier shall indemnify, defend and hold harmless Ksa, and each of their officers, directors and employees (each, a "**Ksa Indemnitee**"), from and against any and all losses, damages, liabilities, judgments, awards, penalties, interest, fines, costs and fees or any other expenses of whatever kind (including, for the avoidance of doubt, Remediation Efforts), including reasonable attorneys' fees ("**Losses**"), incurred by a Ksa Indemnitee as a result of any third-party claim, demand, suit, action, investigation, allegation or any other proceeding ("**Third-Party Claim**") made in connection with, or otherwise related to, directly or indirectly: (a) Supplier's failure to perform or improper performance under this Agreement, or breach of any of Supplier's representations or warranties contained in this Agreement; (b) any infringement or misappropriation of any Intellectual Property right by any hardware, software, equipment, services, materials or any other information or items provided or made available by Supplier or any Supplier Service Provider pursuant to this Agreement; (c) Supplier's failure to comply with any laws (including Data Laws) in connection with the services under this Agreement; or (d) any Security Incident arising from Supplier's breach of this Agreement.

10.2. Procedures.

(a) Promptly after Ksa obtains knowledge of the existence or commencement of a Third-Party Claim, Ksa shall provide Formal Notice thereof to Supplier. Failure to provide such notice will not waive any rights of Ksa or relieve Supplier of its obligations under this Section 10.

(b) Supplier shall assume the defense and settlement of such Third-Party Claim with qualified counsel at Supplier's expense. Ksa shall reasonably cooperate with Supplier in the defense and settlement of such Third-Party Claim. Ksa may join in the defense and settlement of such Third-Party Claim and employ counsel at its own expense.

(c) Supplier may settle any Third-Party Claim without Ksa's written consent unless such settlement (i) does not include a release of all covered claims pending against Ksa, (ii) contains an admission of liability or wrongdoing by Ksa, or (iii) imposes any obligations upon Ksa other than an obligation to stop using any infringing items.

(d) If Supplier fails to assume the defense of such Third-Party Claim in a timely manner or, having assumed the defense of such Third-Party Claim, fails reasonably to contest such Third-Party Claim in good faith, Ksa, without waiving its right to indemnification, may assume the defense using counsel of Ksa's choosing, and Supplier shall reasonably cooperate with Ksa in the defense and settlement of such Third-Party Claim. Ksa may settle such Third-Party Claim without Supplier's written consent unless such settlement: (i) does not include a release of all covered Third-Party Claims; (ii) contains an admission of liability or wrongdoing by Supplier; or (iii) imposes any obligations upon Supplier other than an obligation to stop using any infringing items. Supplier will be liable for all expenses incurred by Ksa in connection with Ksa's defense and settlement of any Third-Party Claim pursuant to this Section 10.2(d).

10.3. Infringement Remedies. In the event of a Third-Party Claim that is covered by Section 10.1(b), and in addition to Supplier's obligations in this Section 10, Supplier shall, at its expense and at Ksa's direction: (a) procure for Authorized Users the right to continue use of the affected services, or any component thereof; (b) replace the affected services with functionally equivalent (including the look and feel, compliance, performance, and security) non-infringing services; or (c) modify the affected services to be non-infringing and functionally equivalent (including the look and feel, compliance, performance, and security). If Supplier cannot accomplish any of the foregoing within a reasonable time after using commercially reasonable efforts, then in addition to Supplier's obligations in this Section 10, Ksa may terminate this Agreement for cause, and Supplier shall refund to Ksa any unused monies pre-paid by Ksa for the applicable services.

11. LIMITATION OF LIABILITY.

11.1. EXCEPT AS SET FORTH IN SECTION 11.2, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR A CLAIM UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EXCEED THE GREATER OF (i) THREE TIMES THE TOTAL AMOUNTS PAID OR PAYABLE BY KSA TO SUPPLIER (1) IN THE FIRST 12 MONTHS OF THE TERM FOR CLAIMS ARISING DURING SUCH PERIOD, OR (2) IN THE 12 MONTHS PRECEDING THE EVENT(S) GIVING RISE TO THE CLAIM THEREAFTER; OR (ii) EUR 500,000.

11.2. Section 11.1 will not apply to Losses: (a) resulting from fraud, gross negligence or intentional misconduct; or (b) arising in connection with a breach of Sections 6 or 14.10 of the Main Text or Attachment 2.

12. INSURANCE.

12.1. Required Insurance Coverage. Supplier shall maintain, at its expense, professional indemnity insurance to secure the performance of its obligations under this Agreement, with a minimum coverage of five hundred thousand euros (EUR 500,000) each incident, and one million euros (EUR 1,000,000) per contract year or part thereof during which this Agreement is in effect; such insurance will cover the acts and omissions of Supplier and its employees, agents or subcontractors performing services hereunder; each occurrence, at a minimum, covers liability resulting from (1) the loss, theft, or disclosure of (A) Confidential Information or (B) personal non-public information of any person, (2) the unauthorized access to, use of, or tampering with computer systems, including denial of service attacks or inability of an authorized third party to gain access to services, or (3) the introduction of a computer virus or malicious code into, or otherwise causing damage to, a computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

12.2. Insurance Policy and Certificates. Supplier shall ensure that such insurance policies are maintained in full force and effect without interruption throughout the Term and not cancel or reduce the limits of coverage required hereunder without giving Ksa at least 30 days' prior Formal Notice. Upon Ksa's written request, Supplier shall certify compliance with the foregoing and include copies of certificates of insurance reflecting the same. In the event of a claim or loss under this Agreement, Supplier shall promptly provide Ksa with complete copies of the applicable insurance certificates.

13. AUDIT.

13.1. Supplier shall maintain accurate and complete records of all matters relating to compliance with this Agreement ("**Records**") during the Term and for a period of at least two years after the Term.

13.2. Supplier shall provide to Ksa, its internal or external auditors, access, at reasonable times, to sites where either Supplier or any Supplier Service Provider are providing services, to personnel and to Records for the purpose of performing audits relating to the accuracy of charges under this Agreement. Ksa shall provide Supplier at least five business days' prior notice of any such audit. Supplier shall make the information reasonably required to conduct the audit available on a timely basis and assist Ksa and its internal or external auditors as reasonably necessary.

13.3. Ksa shall pay all expenses of any audit initiated by Ksa pursuant to this Section 13. If Supplier is found to be in breach of this Agreement by such audit, Supplier shall with 10 days of the audit's conclusion reimburse Ksa for the expense of the audit and any over-billing or under-credit disclosed by the audit. Supplier shall promptly remediate any other issues raised by the audit.

14. MISCELLANEOUS.

14.1. Supplier's Personnel and Service Providers.

(a) Supplier is responsible for the conduct of its employees and the Supplier Service Providers and their respective employees, contractors and agents (collectively, "**Supplier Personnel**") and is responsible for any act or omission by any Supplier Personnel that cause Supplier to breach, or that would constitute a breach of, this Agreement were it an act or omission of Supplier.

(b) Supplier's use of Supplier Service Providers does not relieve Supplier of its representations, warranties or obligations under this Agreement.

14.2. Publicity. Supplier may not use Ksa's name or Marks or refer to Ksa directly or indirectly in any media release, public announcement, or public disclosure relating to this Agreement, without the written consent of Ksa prior to each such use or release.

14.3. Equitable Relief. The Parties acknowledge that each Party may have no adequate remedy at law if there is a breach or threatened breach of: (a) Section 6, (b) with respect to their respective Intellectual Property rights, Sections 7 and 8, or (c) with respect to Ksa only, Section 14.10. Accordingly, the non-breaching Party may seek injunctive or other equitable relief without requirement of a notice to prevent or remedy such a breach in addition to any legal remedies available to that Party. Neither Party shall object or defend against such action on the basis that monetary damages would provide an adequate remedy.

14.4. Governing Law; Venue. The laws of the Netherlands govern all matters arising out of this Agreement, excluding rules of conflicts of law that would result in the choice of another jurisdiction's laws. The Parties hereby irrevocably consent to the jurisdiction of the courts in 's-Gravenhage, the Netherlands with respect to all disputes arising out of or relating to this Agreement.

14.5. Notices.

(a) Formal Notices and Privacy Notices will be deemed sufficiently given if delivered personally or by prepaid delivery service and addressed as follows:

If to Ksa:
Kansspelautoriteit
Anna van Buerenplein 45 A
2595 DA 's-Gravenhage
Attn: <.....>

If to Supplier:
<.....>

<.....>
<.....>
Attn: <.....>

(b) Either Party may from time to time designate another address or other addressees by providing Formal Notice thereof to the other Party.

(c) All notices, requests, and other communications delivered pursuant to this Agreement that are not designated in this Agreement as “Formal Notices” or “Privacy Notices” may be made in any form agreed to by the Parties from time to time and will be deemed given when received. All communications required by this Agreement that are not designated as “Formal Notices” or “Privacy Notices” but are required by this Agreement to be in writing may be delivered electronically (including by email) or paper document to those recipients designated by the Parties from time to time, or if no recipients have been designated, to those recipients set forth in Section 14.5(a).

14.6. Entire Agreement. This Agreement (which includes all Attachments) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding, whether written or oral, between the Parties with respect to such subject matter. Any language or provisions contained on either Party’s websites, on any invoice, or contained in any license agreement presented to Authorized Users, will be of no force and effect and will not supersede, modify or amend this Agreement. In the event of a conflict among terms in this Agreement, the following is the order of precedence in interpretation: (a) the Main Text; and (b) the Attachments. The foregoing order of precedence applies except to the extent explicitly overridden in this Agreement with respect to specifically identified terms. This Agreement shall govern with respect to Authorized Users’ use, access and license of the Application, unless otherwise agreed by the Parties in writing. This Agreement may be amended or modified only by a written agreement signed by the Parties.

14.7. Assignment. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of each Party. Supplier may not assign, subcontract, delegate or otherwise convey this Agreement, or any of its rights and obligations hereunder, to any entity without first providing at least 30 days’ advanced Formal Notice to Ksa and obtaining Ksa’s prior written consent, except that Supplier may assign this Agreement in whole to a purchaser of all or substantially all of its assets. Ksa may assign, subcontract, delegate or otherwise convey this Agreement to the surviving or acquiring entity in the event of any reorganization or other similar restructuring involving Ksa. Any assignment, subcontracting, delegation or conveyance in violation of this Section 14.7 will be void.

14.8. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement will be unimpaired and this Agreement will continue in full force and effect, unless the provisions held invalid, illegal or unenforceable will substantially impair the benefits of the remaining provisions hereof.

14.9. Waiver. The failure of either Party to insist upon strict performance or to seek a remedy for breach of any term of this Agreement, or to exercise any right or remedy herein or permitted by law, will not constitute or be construed as a waiver or relinquishment in the future of such term, right or remedy. Any consent, waiver or approval by either Party of any act or matter will not be effective unless delivered by Formal Notice signed by an authorized representative of the consenting, waiving or approving Party.

14.10. Prohibition on Unilateral Deactivation. Notwithstanding any rights granted under this Agreement or at law, but subject to Supplier’s termination right pursuant to Section 5.2(a), Supplier hereby waives any right it may have or may hereafter have to exercise a Unilateral Deactivation during the Term.

“Unilateral Deactivation” means (a) Supplier’s deactivation of or prevention of access to the Application, (b) the activation or sending of code or electronic signal by Supplier that is intended to disable, remove, or prevent the usage of Supplier’s services, or (c) threatened or actual intentional, unexcused and willful refusal by Supplier to provide or perform any element(s) of the services in breach of the Supplier’s obligations under the Agreement. The Parties acknowledge and agree that this provision shall not prohibit Supplier from temporarily suspending access to the Application solely as required to resolve any security or instability issue with the Application; provided, however, that Supplier shall (i) use commercially reasonable efforts under the circumstances to provide Ksa and Authorized Users with as much notice as possible; (ii) limit suspension to the individual user or circumstances leading to suspension, and (iii) reasonably communicate with Ksa and Authorized Users regarding resumption of access to the Application following any suspension and promptly restore access to the Application as soon as the circumstances giving rise to the suspension are cured.

14.11. Cumulative Remedies. The remedies stated under this Agreement are cumulative and do not exclude other remedies to which a Party is lawfully entitled.

14.12. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effectuated by delivery of scanned images of signatures.

14.13. Survival. The following provisions will survive the termination of this Agreement: 1 (Definitions), 5.3 (Effect of Termination), 6 (Confidentiality), 7 (Ksa’s Proprietary Rights), 8 (Supplier’s Proprietary Rights), 10 (Indemnification), 11 (Limitation of Liability), 12 (Insurance), 13 (Audit), 14 (Miscellaneous), and Attachment 2 (Data Security and Privacy Terms).

[Signature Page Follows]

AGREED as of the Effective Date.

<.....>

Kansspelautoriteit

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 1
DEFINED TERMS; INTERPRETATION

1. DEFINED TERMS.

1.1. “Application” means (i) Supplier’s software application or applications and any third-party or other software, and all Updates, configurations and customizations of the foregoing, that Supplier makes available to Authorized Users as a service under this Agreement, and (ii) all associated maintenance and support services provided by Supplier.

1.2. “Application Fees” means the fees chargeable to Ksa by Supplier for access to and use of the Application set forth in Attachment 5.

1.3. “Authorized User” means a person given the right to access and use the Application through Ksa.

1.4. “Data Law” means any law, rule, regulation, declaration, decree, directive, statute or other enactment, order, mandate or resolution that is applicable to Supplier or Ksa and is issued or enacted by any domestic or foreign, supra-national, national, state, county, municipal, local territorial or other government or bureau, court, commission, board, authority, or agency, anywhere in the world, relating to data security, data protection, and/or privacy as any of the foregoing are enacted, amended, extended, repealed and replaced, or re-enacted from time to time. “Data Law” includes the GDPR.

1.5. “Data Subject” means an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.6. “Documentation” means all generally available documentation related to the Application, including all user manuals and other documents and materials, in any form or media, that describe any component, feature, requirement, or other aspect of the Application, including any functionality, operation, or use thereof.

1.7. “Formal Notice” means a notice that must be delivered in accordance with the requirements of Section 14.5 applicable to Formal Notices.

1.8. “General Data Protection Regulation” or “GDPR” means 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 any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted from time to time.

1.9. “Harmful Code” means any software, hardware or other technologies, devices, or means, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use, or operation of any data Processed thereby; or (b) prevent Ksa or any Authorized User from accessing or using the Application as intended by this Agreement, and includes any virus, bug, Trojan horse, worm, backdoor, or other malicious computer code and any time bomb or drop-dead device.

1.10. “Intellectual Property” means (a) works of authorship, including computer programs, (b) inventions (whether or not patentable), (c) trade secrets, (d) Marks.

1.11. “Ksa Data” means all data or information, in any form or format, including interim, Processed, compiled, summarized, or derivative versions of such data or information, and any insights that may be

learned from such data or information, that may exist in any system, database, or record that is either (a) provided by or on behalf of Ksa to Supplier, or (b) is obtained, developed, produced or Processed by Supplier or Supplier's systems, in each of (a) and (b) pursuant to this Agreement. Ksa Data includes User Data. Any successors, equivalents, compilations or derivatives of the foregoing, whether now known or hereafter devised, and in any medium or format, are also Ksa Data. For example, copying or tracking of any portion of Ksa Data to create a separate set of information or database constitutes a derivative and is within the definition of Ksa Data. If it is unclear to Supplier whether any particular information constitutes Ksa Data and is subject to this definition or to any exceptions to the definition set forth in this Agreement, such information will be deemed to be Ksa Data under this definition and not be subject to any such exception until such matter is resolved.

1.12. "Ksa Intellectual Property" has the meaning set forth in Section 7(a).

1.13. "Ksa Marks" means the Marks of Ksa.

1.14. "Losses" has the meaning set forth in Section 10.1.

1.15. "Main Text" means the terms of this Agreement not including those in Attachments (other than Attachment 1).

1.16. "Marks" means any word, name, symbol, or device or any combination thereof, used to identify and distinguish goods or services from another source, including domain names.

1.17. "Personal Data" means any information relating to a Data Subject.

1.18. "Privacy Notice" means a notice that must be delivered in accordance with the requirements of Section 14.5 applicable to Privacy Notices.

1.19. "Process" or "Processing" means to perform any operation or set of operations on Ksa Data or User Data, whether or not by automatic means, including, but not limited to, obtaining, developing, producing, collecting, recording, organizing, structuring, accessing, using, adapting, altering, modifying, retrieving, consulting, copying, reproducing, analyzing, disclosing, disseminating, making available, aligning, combining, blocking, restricting, transmitting, transferring, selling, renting, storing, retaining, destroying, deleting, or erasing such data. For the avoidance of doubt, "Process" includes the compilation or correlation of Ksa Data or User Data with information from other sources and the application of algorithmic analysis to create new or derivative data sets from Ksa Data or User Data.

1.20. "Remediation Efforts" means, with respect to any Security Incident, activities designed to remedy a Security Incident that may be required by a Data Law or by Ksa's or Supplier's policies or procedures, or that may otherwise be necessary, reasonable or appropriate under the circumstances, commensurate with the nature of such Security Incident. Remediation Efforts may include: (a) development and delivery of legal notices to affected individuals or other third parties; (b) establishment and operation of toll-free telephone numbers (or, where toll-free telephone numbers are not available, dedicated telephone numbers) for affected individuals to receive specific information and assistance; (c) cooperation with and response to regulatory, government and/or law enforcement inquiries and other similar actions; (d) undertaking of investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics; (e) public relations and other crisis management services; and (f) cooperation with and response to litigation with respect to such Security Incident; and in each case of examples (a) through (f), payment of legal costs, disbursements, fines, settlements and damages.

1.21. "Renewal Term" has the meaning set forth in Section 5.1.

1.22. "Security Incident" has the meaning set forth in Section 1.1(b) of Attachment 2.

1.23. “Security Program” has the meaning set forth in Section 1.1(f) of Attachment 2.

1.24. “Service Levels” has the meaning set forth in Section 2.3.

1.25. “Specifications” means the technical specifications, functional specifications, descriptions, standards (including Service Levels), instructions, and requirements of the Application set forth in Attachments 3 and 4.

1.26. “Supplier Service Providers” means Supplier’s agents, contractors, representatives and any other persons or entities providing services to Supplier in support of Supplier’s performance of its obligations under this Agreement.

1.27. “Support Services” means the support services provided by Supplier set forth in Attachment 4.

1.28. “Term” has the meaning set forth in Section 5.1.

1.29. “Termination Effective Date” is the effective date of the termination or expiration of this Agreement, as adjusted pursuant to Section **Fout! Verwijzingsbron niet gevonden.** if applicable.

1.30. “Updates” has the meaning set forth in Section 2.2.

1.31. “User Data” means any and all Authorized Users’ Personal Data Supplier Processes under this Agreement.

2. INTERPRETATION.

2.1. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

2.2. Interpretation.

- (a) The words “include”, “includes”, and “including” are deemed to be followed by the words “without limitation”.
- (b) The word “or” is not exclusive.
- (c) The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument.

ATTACHMENT 2
DATA SECURITY AND PRIVACY TERMS

1. DATA SECURITY.

1.1. Security-related Definitions.

- (a) **“Security Requirements”** means (i) Supplier’s obligations under this Agreement governing the protection and Processing of User Data and Ksa Data, (ii) the standards set forth in Attachment 4, including ISO 27001, as those standards evolve and/or are superseded, and (iii) to the extent applicable to the services of Supplier under this Agreement, the following (as they evolve and/or are superseded): (1) Data Laws, (2) any and all successors to Data Laws, and (3) other industry standard practices designed to provide data security and integrity and information privacy with respect to technology products and services offered by entities in Supplier’s industry.
- (b) **“Security Incident”** means, with respect to any User Data and Ksa Data Processed by Supplier or Supplier Service Providers under this Agreement: (i) the accidental, inadvertent, unauthorized, or unlawful destruction, alteration, disclosure of, access to, corruption, sale, rental or other Processing of such User Data or Ksa Data; (ii) any suspected, attempted or confirmed act or omission that would result in any of the events described in clause (i); (iii) any unauthorized access to networks or systems of Supplier and Supplier Service Providers that Process User Data or Ksa Data (collectively **“Applicable Supplier Infrastructure”**); or (iv) a material failure to comply with the Security Requirements.
- (c) **“Security Policies”** means statements and directions for effectuating compliance with the Security Requirements.
- (d) **“Security Procedures”** means statements of the step-by-step actions taken to achieve and maintain compliance with the Security Requirements.
- (e) **“Security Controls”** means organizational, physical, technical or administrative mechanisms and methodologies, and other detailed factors or other processes, used to (i) implement and maintain Security Policy elements applicable to specific groups, individuals, or technologies and (ii) enforce the Security Requirements.
- (f) **“Security Program”** means Supplier’s comprehensive written information security program, comprised of reasonable organizational, physical, technical and administrative safeguards for the Applicable Supplier Infrastructure, User Data and Ksa Data in Supplier’s possession or control, in each case implemented through Security Policies, Security Procedures and Security Controls.

1.2. Supplier Security Program.

- (a) Supplier shall (i) taking into account the sensitivity of the User Data and Ksa Data it Processes and the risks presented by a Security Incident, design the Security Program to be in compliance with the Security Requirements and to minimize the likelihood of a Security Incident, and (ii) on a continuous and ongoing basis (1) monitor, evaluate and adjust the Security Program in response to relevant changes in technology, the sensitivity of User Data and Ksa Data, the risks presented by a Security Incident, and the evolution of internal and external threats to information security and data privacy, and (2) adopt such changes to the Security Program as necessary to ensure the Security Program continues to comply with the Security Requirements and minimize the likelihood of a Security Incident.
- (b) No later than the first date on which Supplier receives or Processes User Data or Ksa Data, Supplier shall implement and comply with the Security Program and cause its employees and the Supplier

Service Providers to comply with the Security Program. Supplier is responsible for any failures by its employees and the Supplier Service Providers to comply with the Security Program.

- (c) Supplier acknowledges that the requirements set forth in Article 32(1) of the GDPR, to the extent applicable to the services Supplier provides under this Agreement, are reasonable organizational, physical, technical and administrative safeguards to include in the Security Program.

1.3. Data Segregation, Access and Encryption. Supplier shall ensure that access to User Data and Ksa Data is restricted to only Authorized Personnel through Security Controls as part of the Security Program. Supplier shall encrypt User Data and Ksa Data at rest and in transit with an encryption solution that complies with the Security Requirements. “**Authorized Personnel**” means Supplier’s employees and Supplier Service Providers that must have access to User Data and Ksa Data for Supplier to fulfill its obligations under this Agreement.

1.4. Security Reviews and Audits.

- (a) Supplier shall maintain a complete audit trail of all Processing associated with User Data and Ksa Data.
- (b) Supplier shall, upon Ksa’s request, promptly provide Ksa with all necessary materials, documents, assessments and other information, including penetration testing results, any reports of any audits performed on the Security Program or any aspect or component thereof, and any compliance certifications of the Supplier Service Providers, to enable Ksa to confirm that Supplier has complied with its obligations under this Section 1, and to the extent applicable, Sections 2 and 3 of this Attachment 2.
- (c) Supplier shall, upon Ksa’s request, promptly provide Ksa or Ksa’s representatives access to Supplier’s and Supplier Service Provider’s systems, records, processes and practices that involve Processing of User Data or Ksa Data so that an audit may be conducted. Ksa shall not exercise such audit right more frequently than once per 12-month period and Ksa shall bear the full cost and expense of any such audit, unless such audit discloses a Security Incident or a breach of this Agreement, in which case Supplier shall bear the full cost and expense of such audit and a further audit may be conducted by Ksa or Ksa’s representatives within the following 12-month period.

1.5. Security Incidents.

- (a) Upon discovering or otherwise learning of a Security Incident, Supplier shall promptly, but in no event later than 24 hours thereafter, notify Ksa of such Security Incident and provide Ksa with information about the Security Incident, including, where possible, (i) the categories and approximate number of affected User Data and Ksa Data records, and, if applicable, the categories and approximate number of affected Data Subjects, (ii) the impact and likely consequences of the Security Incident to Authorized Users and Ksa employees and, if applicable, other affected Data Subjects, and (iii) the corrective action taken or to be taken by Supplier. If Supplier is unable to provide such notice to Ksa within 24 hours, Supplier shall provide Ksa with reasons for the delay. Supplier shall deliver the notices required by this Section 1.5(a) to Supplier, as Privacy Notices and by Formal Notice.
- (b) Following any Security Incident Supplier shall consult in good faith with Ksa regarding Remediation Efforts that may be necessary and reasonable. Supplier shall (i) at Ksa’s direction undertake Remediation Efforts at Supplier’s sole expense and reimburse Ksa for Ksa’s reasonable expenses in connection with any Remediation Efforts undertaken by Ksa, (ii) ensure that such Remediation Efforts provide for, without limitation, prevention of the recurrence of the same type of Security Incident, and (iii) reasonably cooperate with any Remediation Efforts undertaken by Ksa.

- (c) Supplier shall indemnify and hold Ksa harmless from and against all Losses incurred by Ksa arising out of or relating to any Security Incident. Notwithstanding the foregoing sentence, if Supplier can demonstrate through clear and convincing evidence that an Authorized User was the sole cause of the Security Incident and Supplier was fully compliant with its obligations hereunder, then this Section 1.5(c) will not apply to such Security Incident.

1.6. Notice of a Security Incident. If Supplier is under a legal obligation to send notices to Authorized Users or Ksa employees regarding a Security Incident, Supplier shall promptly after so concluding, provide a Privacy Notice followed by Formal Notice to Ksa explaining the basis for the legal obligation and setting forth the notices that Supplier proposes sending.

2. Ksa DATA.

2.1. General Requirements. With respect to Ksa Data the provisions of this Section 2 are in addition to the provisions of Section 6 of the Main Text. In the event of a conflict with between the provisions of this Section 2 and Section 6, the provisions of this Section 2 will control.

2.2. Permitted Uses. Supplier may Process Ksa Data solely to the extent necessary to satisfy Supplier's obligations under this Agreement. Supplier shall, and shall cause the Supplier Service Providers to Process Ksa Data only in accordance with Data Laws.

2.3. Limitations.

- (a) Except as expressly authorized by this Agreement, Supplier shall not use, edit, modify, create derivatives, combinations or compilations of, combine, associate, synthesize, re-identify, reverse engineer, reproduce, display, distribute, disclose, transfer, license, sell, exploit or otherwise Process any Ksa Data. This applies unconditionally, even after the termination of this Agreement, and also to anonymized or aggregated data from which the identity or use of the Application can be indirectly inferred.
- (b) Supplier shall not disclose Ksa Data to third parties, including Supplier Service Providers, except that Supplier may make such a disclosure if (i) such disclosure is necessary for Supplier to perform its obligations under this Agreement, (ii) Supplier has received the prior written approval of Ksa to make such disclosure, and (iii) Supplier has entered into a written, valid and enforceable agreement with the third party that includes terms with respect to the Ksa Data that will be disclosed to the third party that are substantially similar to the obligations applicable to the Processing, compliance, security and confidentiality of Ksa Data under this Agreement.
- (c) Supplier shall not use Ksa Data in a manner that is harmful to Ksa or any Authorized User.

2.4. Compliance Assistance. Supplier shall assist and cooperate with Ksa in fulfilling Ksa's obligations under any Data Law regarding the Processing of Ksa Data by or on behalf of Supplier. Such assistance includes:

- (a) assisting Ksa in complying with any request from any Data Subject to access, correct, delete, restrict Processing of, block or receive Ksa Data relating to such Data Subject by providing Ksa with the ability to take these actions directly or by performing these actions on Ksa's behalf;
- (b) cooperating with Ksa in addressing an inquiry of any applicable regulatory or supervisory authority relating to Supplier's Processing of Ksa Data; and
- (c) assisting Ksa with carrying out data protection impact assessments and engaging in prior consultations with regulatory or supervisory authorities relating to the Processing of Ksa Data pursuant to this Agreement or where required by any Data Law.

2.5. Notifications. Supplier shall promptly provide Formal Notice to Ksa in the event it receives any communication, inquiry, request, or complaint from any third party relating to the Processing by Supplier or any Supplier Service Provider of Ksa Data ("**Data Request**"). If the Data Request relates to User Data, Supplier shall also provide a Privacy Notice. Supplier shall cooperate with Ksa to resolve the Data Request.

2.6. Deletion. Subject to the remaining provisions of this Section 2.6, Supplier shall securely delete all Ksa Data held in its systems and cause the Supplier Service Providers to securely delete all Ksa Data held in their respective systems within 90 days after the Termination Effective Date. Supplier may retain backup copies of Ksa Data that were captured as part of Supplier's normal course of business if it would be commercially or technologically impractical to delete such data in accordance with this Section 2.6 on the condition that Supplier continues to comply with the confidentiality, compliance, data security and privacy provisions of this Agreement for as long as such backup copies exist. Supplier represents and warrants that it has in place and follows a business process to delete backups of its customers' data that are no longer needed. Supplier may retain that portion of Ksa Data that it must retain pursuant to law (including Data Law) on the condition that Supplier continues to comply with the confidentiality, compliance, data security and privacy provisions of this Agreement for as long as it retains such data and deletes such data as soon as Supplier is no longer subject to such legal requirement. Supplier shall use commercially reasonable efforts to anonymize and de-identify Ksa Data retained by it after the termination of this Agreement pursuant to this Section 2.6.

2.7. Changes in Data Law. If any change in Data Law affects (a) Authorized Users' ability to lawfully use the Application, or (b) Supplier's ability to lawfully provide the Application and/or Process Ksa Data, then in either case, the Parties shall negotiate in good faith any additions or changes to this Agreement that may be necessary or appropriate to enable Authorized Users' continued lawful use of and benefit from the Application.

3. USER DATA.

3.1. In General.

- (a) In addition to the requirements of Section 6 of the Main Text, which applies to Confidential Information, and Section 2 of this Attachment 2, which applies to Ksa Data generally, with respect to User Data Supplier shall additionally comply with the requirements of this Section 3. In the event of a conflict between the provisions of this Section 3 and the provisions of Section 2 of this Attachment 2 or Section 6 of the Main Text, the provisions of this Section 3 will control.
- (b) The duration of the Processing of User Data is for the Term. The subject-matter and objective of the Processing is the Processing of User Data necessary for Supplier to perform the services set forth in this Agreement.
- (c) Supplier shall conduct an annual risk assessment of Supplier Service Providers acting as processors as referred to in Article 4(8) GDPR and make the results thereof available to Ksa promptly upon request.

3.2. Records of Processing Activities and Processors.

- (a) Supplier shall maintain a written or electronic record of all categories of Processing activities of User Data carried out by Supplier pursuant to this Agreement and shall include in such record, at a minimum, the information defined in Article 30(1) of the GDPR. Supplier shall provide a copy of such record to the relevant regulatory or supervisory authority or to Ksa promptly upon request. In the event of changes to such record during the Term, Supplier shall notify Ksa at least thirty days in advance.

- (b) Supplier shall maintain a written or electronic record of all Supplier Service Providers acting as processors as referred to in Article 4(8) GDPR and shall include in such record, at a minimum, with respect to each processor: the name and location of the processor, the User Data Processed by the processor, the purpose of the Processing, and whether a data processing agreement has been concluded. Supplier shall provide a copy of such record to the relevant regulatory or supervisory authority or to Ksa promptly upon request. In the event of changes to such record during the Term, Supplier shall notify Ksa at least thirty days in advance.

3.3. Transfers of User Data. Supplier shall not transfer User Data from any jurisdiction to any other jurisdiction (the European Economic Area (“EEA”) constituting a single jurisdiction for this purpose) without the prior written consent of Ksa, and, if applicable, without putting in place an appropriate data transfer agreement or other mechanism appropriate to comply with any Data Law.

ATTACHMENT 3
APPLICATION DESCRIPTION

1. Description and specifications of the Application, including a list of components (if applicable)
2. Supplier Service Providers
[Note to Supplier: If the Application is hosted by a third-party provider, please make that clear in this section.]
3. Hosting Location(s) of the Application
4. Non-NL Support Locations
[Note to Supplier: If support personnel based outside the Netherlands may access Ksa Data, please specify the countries where these personnel are located.]

TENDER DOCUMENT

ATTACHMENT 4
REQUIREMENTS SPECIFICATION

ATTACHMENT 5
PRICE FORM