

GENERAL CONDITIONS SOLIDBE

Article 1: Definitions

The following definitions apply in these General Terms and Conditions:

- a. SolidBE: the private limited liability company "SolidBE", having its registered office in Waddinxveen, the Netherlands, established under Dutch law with the main objective of providing information and communication technology for companies, government, non-profit organisations and other institutions in the field of infrastructure, security and storage, as well as consultancy, services and virtualisation, and the supply of goods and the performance of everything related to or conducive to the foregoing, or one of its employees.
- b. Client: the individual or legal person who enters into an agreement with SolidBE regarding services to be provided by SolidBE.
- c. Order: the agreement in which SolidBE undertakes towards Client to carry out work other than on the basis of an employment contract.
- d. Quotation Approval: The return of the answer sheet attached to a quotation, accompanied by the name and signature for approval of an employee of the Client who is authorised to sign. This signed copy of the answer sheet may be sent by fax, by post or digitised by email to SolidBE.

Article 2: Applicability

1. These General Terms and Conditions are applicable to all order agreements between SolidBE and Client, including additional and follow-up assignments, unless otherwise agreed in writing prior to the conclusion of an order.
2. Insofar as SolidBE processes personal data concerning Client or persons involved in their organisation in connection with the assignment agreement, SolidBE's Privacy Statement shall apply to such data.

Article 3: The Order

1. An order shall not be established until it has been agreed between SolidBE and Client by means of an unaltered quotation approval, signed without reservation by Client and received by SolidBE.
2. Acceptance of the order by SolidBE takes place after receipt of the quotation approval referred to in the first paragraph and - insofar as agreed - after receipt of the advance payment to be made. In the case of a follow-up order, these terms and conditions apply in full.

Article 4: Confidentiality

1. SolidBE is obliged to treat as confidential the information that becomes available to them during the execution of their work with regard to Client, their company and clients. This includes passwords for access to electronic data traffic, personal data and trade secrets.
2. At the Client's request, proof of conduct may be submitted prior to or during the term of the assignment.

Article 5: Quotation

1. Unless otherwise agreed, a quotation issued will be free of obligation and will lapse after a period of one month.
2. SolidBE is authorised to invoice additional work that was not known at the time of the order or the making of the quotation, based on the hours worked, at the standard hourly rate.
3. SolidBE cannot be bound to a quotation if it contains an obvious mistake or error.
4. A composite quotation does not oblige SolidBE to execute part of the order against a corresponding part of the quoted price.
5. Quotations do not apply in advance to future orders.

Article 6: Execution of the contract

1. SolidBE will make every effort to carry out the order carefully and to strive for a result that is acceptable and usable for Client.
2. Client will do what is reasonably necessary or desirable to make a timely and correct execution of the order by SolidBE possible, in the absence of which SolidBE has the right to suspend the execution of the agreement and/or to charge the costs resulting from the delay to Client according to the usual rates.
3. Unless otherwise agreed, the Client is responsible for making a backup of its (company) files, stored at a location outside the scope of the activities of SolidBE.
4. The commencement of the work shall not take place before an agreed advance has been credited in full to one of the bank or giro accounts in the name of SolidBE.
5. Insofar as necessary, SolidBE will keep the Client informed of the progress of the work.
6. SolidBE is only obliged to follow the instructions of Client during the execution of the agreement if this has been agreed in writing.

Article 7: Delivery period

1. Unless expressly agreed otherwise, all delivery periods stated by SolidBE are indicative and therefore not to be regarded as deadlines.
2. If a term of delivery has been agreed upon, it shall commence as soon as the approval of the quotation has been received by SolidBE and an agreed upon advance has been credited in full to one of the bank or giro accounts in the name of SolidBE.
3. If the agreed delivery period is exceeded, the Client must offer SolidBE a reasonable period in writing to still meet its obligations, in the absence of which compensation and/or termination of the agreement can be claimed.

Article 8: Amendment of the Agreement

1. If, during the execution of the order, it appears that, for whatever reason, it is necessary to amend or supplement the work to be carried out in order to achieve an acceptable and usable result, the parties shall enter into consultations in good time about whether or not to amend the agreement.
2. If it is decided to amend the agreement, a new or additional offer may be made, in which case the delivery period will be readjusted.
3. After written approval of the amended agreement and/or a new or additional quotation by the Client, the work will be continued accordingly.

Article 9: Involvement of third parties

1. SolidBE may, in principle after prior consultation with Client, engage third parties in the execution of an order, whereby SolidBE will always take the necessary precautions.
2. All orders, services and/or activities are exclusively accepted and carried out by SolidBE B.V. to the exclusion of the provisions of articles 7:404 and 7:407(2) of the Dutch Civil Code. This implies that an order addressed to SolidBE B.V. or to a person affiliated with it is exclusively considered to have been given to SolidBE B.V., without the person in question being obliged to carry out the work or to accept any liability for this work.
3. SolidBE shall not be liable for shortcomings of third parties engaged by it, other than for orders carried out by SolidBE itself, as described in these General Terms and Conditions.
4. Third parties engaged by SolidBE can appeal to these General Terms and Conditions.
5. For the execution of the order, third parties engaged - if necessary after agreement or permission - may come into possession of personal data. Information about the handling of personal data is included in the Privacy Statement of SolidBE.

Article 10: Sales conditions

1. SolidBE can purchase goods on behalf of Client.
2. Orders delivered to the Client's address must be checked by the Client on delivery for damage, number and quality, in order to report any defects to the carrier and supplier and to record them on the transport document and/or delivery note. Defects that are discovered later must be reported to SolidBE in writing, which includes by email, as soon as possible, but at the latest within eight days after receipt.
3. Orders exceeding € 250.00 (two hundred and fifty euros) excluding VAT, delivered to the address of SolidBE, can be sent by SolidBE free of charge to the client with an address within the Netherlands. For orders up to € 250.00, an amount of € 25.00 (in words: twenty-five euros) excluding VAT will be charged for administration and shipping costs.
4. If Client does not take delivery of orders on time, SolidBE is entitled to have the goods stored, whereby storage and transport are at the expense and risk of Client. At the moment that the Client is unable to accept the goods after one month, SolidBE is entitled to invoice the goods.
5. Changes in purchase prices are charged on a one-to-one basis, plus VAT at the applicable rate. SolidBE reserves the right to pass on price changes, for example as a result of changes in exchange rates, tax increases or import duties.
6. Return of orders is possible insofar as the return shipment is unused, complete (in original packaging, with manuals, cables, etc.) and sufficiently stamped, in the absence of which SolidBE will charge the resulting costs. SolidBE will provide Client with a return number which must be stated on the shipment.
7. If defects occur in the articles delivered by SolidBE as a result of manufacturing or material defects, SolidBE shall arrange for (the execution of) replacement or repair, with due observance of the law and the warranty conditions of the manufacturer and/or broker.

Article 11: Retention of title

1. The ownership of goods delivered by SolidBE shall be vested in SolidBE until such time as the Client has fully fulfilled his obligations with regard to the delivered or to be delivered good(s), the services performed on the basis of the agreement(s) and all other claims, in connection with or arising from previous or subsequent deliveries.
2. Except as described in the third paragraph, Client shall not be permitted to resell, pledge or otherwise encumber goods of which payment has not yet been made to SolidBE, or to take them into use by means of accession, mixing or the formation of goods.
3. To the extent required by normal business practice, the Client is permitted to sell the goods delivered subject to retention of title or to process them in other goods.

Article 12: Uncertainty Exception

1. If, after the conclusion of the agreement, circumstances become known which give SolidBE good reason to fear that Client will not fulfil his obligations, SolidBE reserves the right to suspend the provision of services and/or delivery of goods until such time as Client has provided security for the payment.
2. SolidBE reserves the right to take back the goods delivered under retention of title in the situation described in the first paragraph.
3. Client shall be liable for the damage to be suffered by SolidBE in connection with or resulting from delay.

Article 13: Invoice

1. The Client owes SolidBE a fee for the execution of the order, plus turnover tax at the applicable rate.
2. Unless otherwise agreed, the fee will be calculated in euros (€) based on the number of hours worked by SolidBE, rounded off to whole days, multiplied by the applicable hourly rate as applicable at the time of execution.
3. SolidBE can charge an advance before starting its activities. This advance payment will be set off against the last invoice of the order to which the advance payment relates.
4. After termination of the order, Client is deemed to have accepted the accuracy of the invoice, unless he has expressed his objection in writing, including by email, within one week (7 days) after the invoice date of the last invoice.

5. SolidBE reserves the right to revise its rates annually. Inflation correction shall be made in accordance with the percentage change in the "Consumer Price Index (CPI)" as published by the Central Bureau of Statistics.
6. Changes in the percentage of the VAT due will be passed on immediately.

Article 14: Payment

1. Work performed shall be invoiced according to the agreed invoicing schedule or on a monthly basis.
2. Unless otherwise agreed, SolidBE's invoices must be paid within fifteen (15) days of the invoice date. Failing this, Client shall be in default by operation of law.
3. If payment is not made on time, SolidBE shall be entitled to charge statutory interest on the unpaid amount from the first day following the expiry of the due date for payment.
4. For orders exceeding € 25,000.00 (in words; twenty-five thousand euros) excluding VAT, instalments may be paid. In this case, 50% of the total amount shall be charged at the formation of the order, as referred to in Article 3; 30% of the total amount shall be charged upon delivery or first partial delivery of the goods; the remaining 20% shall be invoiced after execution of the work. The term of payment referred to in paragraph 2 of this article shall continue to apply in full.
5. Payment must be made by means of a transfer to one of the bank or giro accounts in the name of SolidBE.
6. Offsetting or set-off is possible insofar as the Client's claim against SolidBE has been acknowledged by SolidBE in writing.
7. An agreed term of payment is no longer applicable if
 - a. Client is in a state of bankruptcy, liquidation, insolvency or suspension of payments, or when it has been declared subject to the debt rescheduling scheme for natural persons;
 - b. in the event that the Client fails to provide the security promised by him;
 - c. if the security provided for the claim is reduced due to a cause attributable to the Client, unless the remaining security still provides a sufficient guarantee for the payment.
8. If SolidBE takes collection measures against the client who is in default, the related judicial and extrajudicial costs, with a minimum of 15% of the outstanding balance, shall be borne by Client.

Article 15: Cancellation

1. Cancellation of an order to carry out work for the purpose of exercising the Client's profession or business for a consecutive period must be done in writing, including by email with read confirmation.
 - a. No later than one week (7 days) before the intended commencement of the work, if the agreement to carry out the order covers a period of no more than one working week;
 - b. No later than two weeks (14 days) before the intended commencement of the work, if the agreement to carry out the order covers a period of no more than one working week and at most one calendar month;
 - c. No later than three weeks (21 days) before the intended commencement of the work when the agreement to carry out the order covers a period of more than one month.
2. In the event of cancellation of an order within the set term, SolidBE reserves the right to charge a cancellation premium of up to 80% of the estimated billable fee.

Article 16: Termination of contract

1. The agreement to execute the order ends by completion of the agreement or by expiry of the agreed period. If a contract of engagement has been entered into for an indefinite period of time, it can only be terminated by written notice, with due observance of a reasonable notice period of at least two calendar months.
2. The parties may prematurely terminate the order agreement in writing, including by e-mail, for serious reasons. Serious reasons are considered to be changes in circumstances that are of such a nature that the order agreement ought to end, for the sake of fairness, immediately or after a short period of time.
3. In the event of premature termination as referred to in the second paragraph, the Client shall be obliged to pay for the necessary work until receipt of the written notice of termination and thereafter for the proper termination of the assignment at the agreed rate, as well as any other costs due.

Article 17: Force majeure

1. Neither of the parties is obliged to fulfil any obligation, if they are prevented from doing so as a result of force majeure.
2. Force majeure also includes: (a) force majeure or non-performance of suppliers of SolidBE or Client, (b) defectiveness of goods, equipment, software or materials of third parties of which the use has been prescribed by Client to SolidBE (c) electricity failure, (d) internet failure, computer network or telecommunications facilities insofar as they are under the control of Client or third parties, (e) general transport problems, (f) government measures and (g) war.
3. If the period in which force majeure impedes compliance lasts longer than two months, both parties are entitled to dissolve the agreement in whole or in part.

Article 18: Liability

1. SolidBE's obligation to pay compensation in the event of liability for damage arising from or in connection with the execution of the agreement shall at all times be limited to the amount that is paid out in the relevant case pursuant to the business and/or professional liability insurance taken out by SolidBE, increased by the amount of the deductible that is not at the expense of the insurer according to the policy conditions. If necessary, information will be provided about the (coverage under the) insurance policies taken out by SolidBE.
2. If no insurance payment is made, SolidBE's obligation to pay compensation is limited to the fee charged by it for that contract, with a maximum of an amount equal to the fee charged by SolidBE in respect of the relevant contract during the relevant calendar year, up to an amount of up to € 20,000.00 (in words: twenty thousand euros).
3. All claims expire at the latest one year after an event that led to SolidBE's liability has taken place, or at least has come to the knowledge or could have come to the knowledge of the injured party.

Article 19: Disclaimer

Client, acting in the exercise of a profession or business, indemnifies SolidBE against all claims of third parties in connection with the order and shall, in the event of a claim and/or (legal) claim, reimburse all costs reasonably incurred in connection therewith.

Article 20: Industrial property rights

1. The services and documents provided by SolidBE are exclusively intended for Client's own use. Reproduction, publication and/or distribution of information and/or documents provided by SolidBE outside the Client's organisation is not permitted without prior written permission from SolidBE.
2. The copyright and all other industrial property rights remain vested in SolidBE or the person from whom SolidBE has obtained the right of use.
3. The Client only acquires a right of use and this is limited to the purpose for which the service or document was provided.
4. Unless otherwise agreed, SolidBE is not obliged to investigate the existence of industrial property rights of third parties or the scope of their protection on the part of Client.

Article 21: Archiving

SolidBE's administration and the documents and files that come into SolidBE's possession for an order are kept for seven years, after which it has the right to destroy them. Information about the storage of personal data is included in the Privacy Statement of SolidBE.

Article 22: Personnel

Unless SolidBE has given its prior written consent, Client is not permitted during a period of one year after termination of the last agreement with SolidBE or one of its divisions or sister companies for the delivery of services and/or goods to actively approach and/or employ personnel of SolidBE, under penalty of a fine of € 50,000.00 (in words: fifty thousand euros) per occurrence and € 2,500.00 (in words: two thousand five hundred euros) for each day that the execution of the work continues.

Article 23: Complaints

1. Complaints about the work performed must be reported by the Client to SolidBE in writing, including by email with read confirmation, within one week (7 days) after discovery, but at the latest within fourteen (14) days after completion of the work to which the complaint relates.
2. Insofar as the order agreement has not been complied with, SolidBE shall in principle carry out improvement work.
3. If the performance of the agreed services is no longer possible or useful, SolidBE shall only be liable within the limits of article 18.
4. Objections about the handling of personal data can be addressed to SolidBE. A complaint can also be submitted to the Personnel Data Authority.

Article 24: Disputes

1. The agreements to which these General Terms and Conditions apply are exclusively governed by Dutch law.
2. The court in the Hague is competent to take cognizance of all claims between the Client and SolidBE.

Article 25: Language

These General Terms and Conditions have been drawn up in the Dutch language. In the event of any difference, contradiction or difference in interpretation between the Dutch text and a translation thereof, the General Terms and Conditions drawn up in the Dutch language shall prevail.

Final provisions

The most recently filed version of the General Terms and Conditions of SolidBE or the most recent version provided to Client shall always apply.

These General Terms and Conditions have been filed with the Chamber of Commerce in the Hague under file number 51248794 and can also be consulted at <https://solidbe.nl/nl/download/pdf/algemene-voorwaarden/>.

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ADDITIONAL TERMS AND CONDITIONS FOR SERVICE AGREEMENTS

Article 1: Definitions

1. Contract year: the period of twelve months, starting from the first day on which the contract is in force.
2. Contract period: the period for which the contract is agreed upon, as stated in the quotation and which will be extended in case of prolongation of the contract.
3. Invoicing period: the period over which the fee due is charged.
4. Office hours: the period from Monday to Friday between 9:00 and 18:00, with the exception of national holidays recognised in the Netherlands.
5. Prolongation fee: the fee due for the renewal of the service agreement. The prolongation fee consists of the prolongation fee of the previous contract period plus the prolongation fee for any network expansions and adjusted for any price changes.
6. Service agreement: the agreement whereby SolidBE carries out the recurring work described in the agreement on behalf of Client during the agreed period and on the basis of a fee.
7. Response time: the time between the notification of a malfunction by the Client to SolidBE in accordance with the method described in the service agreement and the moment when an employee of SolidBE either starts to provide telephone support or to carry out work, depending on the service as described in the service agreement and the nature of the malfunction. The maximum response time that SolidBE guarantees is stated in the contract.

Article 2: General

The General Terms and Conditions of SolidBE also apply to service agreements. In case of conflict between a provision of the General Terms and Conditions and a provision of the Additional Terms and Conditions for Service Agreements, the provision of the Additional Terms and Conditions for Service Agreements shall prevail.

Article 3: Starting date

Unless otherwise agreed in writing, a service agreement for equipment shall be effective from the date of delivery.

1. where the equipment is installed by SolidBE: on the date of installation of the equipment by SolidBE;
2. in case of installation by Client or third parties: on the date of delivery of the equipment as stated on the packing slip.

Article 4: Administration of serial numbers and locations

1. SolidBE administers the serial numbers of the equipment covered by the service agreement.
2. Specifications for equipment locations are included in an annex to the Service Agreement.
3. If equipment is moved to other locations, the Client shall inform SolidBE of this in advance. SolidBE reserves the right to refuse new locations. Any price changes in connection with the change of the locations will be notified by SolidBE in writing.
4. SolidBE's obligation to administer the relevant data lapses in the event of movement to other locations, exchange or replacement of equipment by Client, without notifying SolidBE of this, stating the serial numbers and the new locations. This does not entitle the Client to a reduction in the agreed rates or termination of the agreement.

Article 5: Network extension

If a network belonging to the Client is extended with goods that are already covered by a SolidBE service agreement, the existing agreement will be supplemented accordingly (as stated in the relevant appendix to the service agreement). The rates for the extension will be invoiced in proportion to the remaining invoicing period of the agreement. The next prolongation rate of the existing agreement will be increased by the rate for the various expansions.

Article 6: Error messages

Errors must be reported in accordance with the procedure as described in the appendix to the service agreement and by the Client's employees named therein.

Article 7: Telephone support

If telephone support is part of the service agreement, Client can consult with SolidBE by telephone or in writing about the goods covered by the agreement. If, in the opinion of SolidBE, the problem reported by the Client can only be solved on site and SolidBE has thus advised, SolidBE reserves the right to discontinue further support by telephone, fax or email.

Article 8: Accessibility of equipment

Client must give employees of SolidBE access to the place where the equipment is installed in accordance with the regulations as described in the appendix to the service agreement.

Article 9: Transfer of ownership of defective elements

In the event of replacement of defective elements in the network, SolidBE may transfer the replacement element to Client, provided that the replaced element is equal or identical to the replacement element. The replaced element shall then become the property of SolidBE.

Article 10: Exclusions

Outside of the content or scope of the service agreement are, among others:

1. defects as a result of improper handling, repairs by third parties, use of unsuitable accessories or peripheral equipment or any other cause that cannot be regarded as normal wear and tear;
2. equipment for which the manufacturer has terminated the support;
3. new software releases. If the manufacturer offers a software update agreement, this can be chosen under the manufacturer's conditions;
4. Costs for hardware adjustments in the equipment which are necessary as a result of the installation of new software (e.g. for new software releases, released by the manufacturer);

Article 11: Reporting and consultation

1. SolidBE reports malfunctions and defects to the Client's employees.
2. As soon as SolidBE is of the opinion that a malfunction has been remedied, it will be signed off.

Article 12: Response times

1. Except in case of force majeure, including extreme weather conditions, a maximum of 5% of an amount equal to the fee charged by SolidBE in respect of the relevant service agreement in the relevant contract period can be refunded in the event that SolidBE exceeds the maximum response time stated in the service agreement. In the case of long-term contracts, the amount to be refunded is limited to a maximum of 5% of the fee for the relevant contract year if this is recalculated pro rata.
2. Requests for refund are made by registered letter within fourteen days after the maximum response time was exceeded.

Article 13: Invoice

Unless otherwise agreed, the fee due for the duration of the contract period shall be charged immediately at the start of the contract period.

Article 14: Automatic renewal

1. The service agreement is always automatically renewed for the duration agreed for the first time in the service agreement.
2. If the service agreement has been entered into for a period of more than one year, it will be automatically extended by one year at the prolongation rate as described in Article 1 (5) after the expiry of the first term.

Article 15: Termination

1. If an agreement has been entered into for an indefinite period of time, it can only be terminated by either party by means of a registered letter to that effect, with due observance of a reasonable notice period of at least three calendar months.
2. If a manufacturer on which SolidBE depends for the provision of its services has stopped supporting the equipment or software, the service agreement can be dissolved immediately.

Article 16: Additional work

Work that does not belong to the content or scope of the Service Agreement or any other agreement existing between the Client and SolidBE, including exceeding the number of management acts, will be charged in accordance with the provisions of article 5 paragraph 2 of the General Terms and Conditions.

Article 17: Alternative equipment

If replacement equipment is used by the Contractor to solve a malfunction, it may be necessary for the Contractor to exchange this alternative equipment again for an equipment supplied by the manufacturer. The Contractor shall make every effort to realise this replacement within 30 days of the use of the replacement hardware. Should this prove impossible despite the efforts made, the Contractor shall pay SolidBE a fee for the rental of the equipment. The amount of this fee is 10% of the purchase value of the equipment concerned per (part of a) month in which the equipment could not yet be exchanged again.

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ADDITIONAL CONDITIONS FOR SOLIDCONTROL AGREEMENTS

Article 1: Definitions

Solid Control Agreement: an agreement between SolidBE and the client whereby SolidBE carries out the activities described in the agreement for the client at the agreed rate.

A SolidControl Agreement can include the following services:

1. Incident Management: remote investigation and, if possible, troubleshooting. If necessary, the malfunction is investigated on location.
2. Change Management: remotely implementing changes in the configuration, creating users according to the agreed change procedure and carrying out the corresponding administration.
3. Configuration Inspection: periodically remotely performing a full configuration analysis of the part of the network that is under management. This also includes checking whether it is necessary to install software updates or make changes to the network. The result is reported by means of a concise report with possible recommendations.

Article 2: General

The General Terms and Conditions and Additional Terms and Conditions for Service Agreements also apply to SolidControl Agreements. In the event of a conflict between a provision of the General Terms and Conditions and/or Additional Terms and Conditions for Service Agreements and a provision of the Additional Terms and Conditions for SolidControl Agreements, the provision of the Additional Terms and Conditions for SolidControl Agreements prevails.

Article 3: Exclusions

Outside the content or scope of the SolidControl Agreement are among others

1. malfunctions as a result of user errors or incompatibility of software;
2. changes made by the Client.

Article 4: Changes to infrastructure

1. Changes made or to be made to the hardware, the software or in the configuration of (parts of) the network or network equipment covered by the SolidControl Agreement, carried out by Client or third parties, must be reported to SolidBE in writing. SolidBE can give advice on the modification of the network. SolidBE reserves the right to suspend the services and/or dissolve the SolidControl Agreement if the advice is not followed. This does not release Principal from his (payment) obligations until the next due date.
2. If Client makes changes, as referred to in the first paragraph of this article, the obligation for SolidBE to keep records shall lapse.

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ADDITIONAL TERMS AND CONDITIONS FOR THE PROCESSING OF PERSONAL DATA

Article 1: Definition of terms

1. The definitions in Article 4 of the General Data Protection Regulation, i.e. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the 'GDPR'), apply to the terms used in these Additional Terms and Conditions for the Processing of Personal Data.
2. The Client may process Personal Data in the capacity of data controller or - in the event of processing for a third party - of data processor. Depending on that capacity, SolidBE takes the position of processor or sub processor.

Article 2: General

The agreed rate applies to the personal data to be processed within the meaning of the GDPR on behalf of the Client during the execution of the Assignment and these terms and conditions apply in addition to the General Terms and Conditions of SolidBE. In the event of any conflict between the provisions of these Additional Terms and Conditions for the Processing of Personal Data and the Assignment Agreement and related General Terms and Conditions, these Additional Terms and Conditions will prevail for the processing of personal data.

Article 3: Starting date and duration

1. These Additional Terms and Conditions for the Processing of Personal Data are related to the Assignment and will apply for the duration of that agreement. They will remain in effect until SolidBE has removed the personal data from its systems in accordance with article 9 of these Terms and Conditions, or at least no longer possesses them.
2. A premature or separate cancellation of these Additional Terms and Conditions for Processing of Personal Data is not possible.
3. Changes concerning the personal data to be processed during the execution of the Assignment will be agreed in writing.

Article 4: SolidBE processing operations

1. With regard to the processing of personal data that takes place under the Assignment Agreement, SolidBE will ensure compliance with the requirements of the GDPR. The categories of data subjects and personal data and the nature and purposes of the processing are laid down in the Offer Approval or its appendices, in which context these Additional Terms and Conditions for processing personal data have become part of the agreement by the Offer Approval.
2. As far as the law does not stipulate otherwise, SolidBE processes the personal data exclusively by order and on the basis of written instructions from the Client. The Client has the (final) responsibility.
3. If in SolidBE's opinion, an instruction referred to in paragraph 2 is contrary to a statutory data protection regulation, SolidBE will notify the Client of this as soon as possible.
4. Without written permission or instructions from the Client or a legal obligation, SolidBE does not process personal data outside the European Economic Area (EEA) and does not transfer personal data to a third country or to an international organisation.
5. If SolidBE is required to provide personal data on the basis of a legal provision, SolidBE will inform the Client thereof as soon as possible and if possible, prior to the provision, unless this notification is not legally permitted.
6. SolidBE will only process the personal data which it processes on behalf of the Client in the context of the execution of the Assignment and will not process or use them for its own purposes.
7. Subject to legal exceptions, SolidBE keeps a written overview of the categories of processing operations that it performs for the benefit of the Client.
8. If SolidBE deems it desirable or is legally obliged to do so, it will appoint a Data Protection Officer.

Article 5: Confidentiality

1. SolidBE shall observe confidentiality with regard to the Personal Data made available to them in connection with the Assignment.
2. The duty of confidentiality continues even after termination of the Assignment.

3. SolidBE guarantees that access to the Personal Data is limited to persons with a legal confidentiality obligation and authorised persons with respect to whom SolidBE ensures an adequate confidentiality obligation, which is laid down in a written agreement.

Article 6: Sub processing

1. The Client grants SolidBE general permission to engage third parties ('sub processors') for the processing. At the request of the Client, SolidBE will provide information about the sub processors it engages.
2. SolidBE provides information on intended changes concerning the addition or replacement of other processors. The Client may object to these changes.
3. SolidBE will agree in writing with a sub processor at least the same obligations regarding the protection of Personal Data as agreed between the Client and SolidBE.
4. In the event of shortcomings on the part of a sub processor engaged by SolidBE, SolidBE will be liable pursuant to Article 28 paragraph 4 of the GDPR.

Article 7: Assistance based on rights of the data subject

1. If SolidBE receives a request from a data subject about their personal data, SolidBE will forward the request to the Client for further processing and inform the data subject about the forwarding.
2. SolidBE provides the Client with the possible assistance in fulfilling their obligation to respond to requests for the exercise of the rights of the data subject as laid down in Section III of the GDPR and contributes to the effective exercise of those rights.

Article 8: Security and breach with regard to personal data ("Data breach")

1. SolidBE will make every effort to take appropriate technical and organisational measures to prevent loss and unlawful processing. SolidBE's standard aim is to process only the personal data necessary for the purpose and to use an appropriate security level that is at least equal to the security level of the Client, taking into account the state of the art, the execution costs, as well as the nature, scope and context of the processing, the processing objectives and the risks for the data subject.
2. As soon as SolidBE has become aware of infringement in connection with personal data, SolidBE will inform the Client as fully as possible, without unreasonable delay, about among other things, the nature of the infringement, the consequences, the measures and its contact details, and will keep the Client informed about relevant developments and measures.
3. SolidBE provides the information that will be important for reporting to the supervisory authority.
4. If necessary, the Client will ensure that the supervisory authority and the data subject are informed.

Article 9: Removal of Personal Data

1. In so far as the law does not stipulate otherwise and/or the parties have not agreed otherwise, SolidBE will remove the personal data received from the Client and copies thereof from its systems after termination of the Assignment.
2. After removal - or, as far as agreed, after the return or destruction - of the personal data, SolidBE declares in writing to the Client that it no longer possesses the personal data.

Article 10: Information obligation and audit

1. SolidBE will provide the Client with the cooperation and information necessary for a data protection impact assessment or for prior consultation of the supervisory authority.
2. The Client may carry out audits or have them carried out by an expert who is bound by confidentiality and who is authorised by the Client.
3. At the request of the Client, SolidBE will provide the information necessary to demonstrate that the obligations of the GDPR regarding the use of SolidBE are fulfilled and to enable audits. If in the opinion of SolidBE, instruction in this respect violates a statutory provision on data protection, SolidBE will immediately report this to the Client.
4. The results of the audit and any changes to the measures will be discussed between the parties.
5. At the request of the supervisory authority, SolidBE will provide the necessary cooperation in an investigation to verify the use of personal data.