

Data Processing Agreement

Applicable only to
KPN Business Market
(Zakelijke Markt) services

Version November 2022

The party purchasing goods or services from KPN (the 'Customer'); and

KPN B.V., a company incorporated according to Dutch law with limited liability, with its registered office at Wilhelminakade 123, 3072 AP in Rotterdam, listed in the Commercial Register under number 27124701 ('KPN');

jointly referred to as the 'Parties' and each individually as a 'Party',

WHEREAS:

- A. The Parties entered into (an) Agreement(s) in connection with which KPN as the Processor will Process Personal Data in the cases as described in this Data Processing Agreement (DPA) and the Specification.
- B. In this DPA the Parties want to lay down the manner in which Personal Data will be Processed in connection with the services.

AGREE AS FOLLOWS:

1 Definitions

- 1.1. The terms of Personal Data, Processing, Data Subject, Controller, Processor and Personal Data Breach shall have the meaning ascribed to them in the GDPR.
- 1.2. The other terms spelt with a capital letter have the meanings assigned to them below.

Agreement	the agreement on the basis of which the Customer purchases goods and/or services from KPN
Data Processing Agreement	this agreement
EU Standard Contractual Clauses	Standard contractual clauses drawn up by the EU for the transfer of Personal Data to parties in third countries outside the EEA
GDPR	Regulation (EU) 2016/679 (General Data Protection Regulation)
Privacy Laws	The GDPR, the GDPR Implementation Act and the Telecommunications Act (if applicable), including all laws and regulations laid down pursuant to those laws and any other applicable laws that apply to the Processing of Personal Data
Specification	The document with the details of the Processing per service
Sub-processor	An non-subordinate third party engaged by the Processor (KPN) in the Processing of Personal Data. This excludes personnel

2 General principles

- 2.1. This DPA forms an integral part of the Agreement and only applies to KPN Processing Personal Data in the role of Processor, if and insofar this has been determined in the Specification. This DPA is not applicable to the Processing operations for which KPN is the Controller.
- 2.2. This DPA terminates by operation of law by termination of the Agreement.
- 2.3. KPN Processes Personal Data exclusively in accordance with the written instructions of the Customer. These instructions are laid down in the Agreement and the Specification. KPN will inform the Customer if in its opinion the instructions are in breach of the Privacy Laws.
- 2.4. KPN considers the Personal Data as confidential information and ensures that all its employees who have access to the Personal Data are bound to a contractual secrecy obligation.
- 2.5. KPN never processes in the role of Processor the Personal Data for its own purposes. If pursuant to applicable Privacy Laws KPN is obliged to Process Personal Data without having received any written instructions from the Customer to this end, KPN will notify the Customer of that obligation unless such notice is in contravention of legislation or regulations.

3 Technical and organisational security measures

- 3.1. KPN will demonstrably take suitable and effective technical and organisational security measures, which, considering the latest technology and the associated costs, correspond with the nature of the Personal Data to be Processed, in order to protect the Personal Data against loss, unauthorised access, corruption or any form of unlawful processing, as well as in order to guarantee the (prompt) availability of those data. KPN cannot guarantee that the technical and organisational security measures taken by KPN will prevent all Personal Data Breaches.
- 3.2. The measures that KPN takes are laid down in the KPN Security Policy as updated from time to time in order to continue to comply with Clause 3.1.

4 Sub-processors

- 4.1. KPN may not engage Sub-processors without the prior written permission of The Customer. Permission shall be deemed given to the Sub-processors stated in the Specification.
- 4.2. KPN will inform the Customer of its intention to appoint a new Sub-processor and will give the Customer 15 working days after this notice to object to the appointment of a Sub-processor on reasonable grounds. Permission shall be deemed given if the Customer has made no objection within this period.
- 4.3. KPN will ensure that its Sub-processors are contractually bound to equivalent obligations that do not provide less protection to the Personal Data than those to which KPN is obliged under this DPA.
- 4.4. KPN is liable for the acts of a Sub-processor as if those acts were performed by KPN itself. KPN's liability for the acts of a Sub-processor is limited to the amount of the compensation that is actually paid by Sub-processor to KPN on the basis of a breach which may be attributed to the Sub-processor.

5 Transfer of personal data outside the EEA

- 5.1. The Customer gives it's general consent to KPN to transfer personal data to a country outside the European Economic Area (EEA), under the same conditions as mentioned in Article 4 (for Subprocessors). In addition, data transfer is permitted if:
 - a. the personal data are transferred to a third country that the European Commission has decided has an adequate legal protection level; or
 - b. the transfer takes place on the basis of approved binding corporate rules as meant in Article 47 of the GDPR; or
 - c. the transfer occurs under the EU Standard Contractual Clauses.

6 Cooperation in fulfilling legal obligations

- 6.1. The Parties will provide each other with all cooperation that may reasonably be expected.
- 6.2. Each Party shall inform the other Party without delay if it becomes aware of circumstances or changes in legislation that render compliance with its obligations under this DPA substantially more difficult.
- 6.3. If amendments to Privacy Laws necessitate amendments to this DPA, Parties shall negotiate with each other in good faith about such amendments.
- 6.4. At the reasonable request of the Customer, KPN will provide necessary assistance in carrying out a DPIA. If required pursuant to Article 36 of the GDPR, KPN will give the necessary assistance to the Customer for a prior consultation with a competent supervisory authority. KPN is entitled to charge the Customer the reasonable costs of assistance as meant in this paragraph.
- 6.5. KPN will inform the Customer without delay in the event that it receives a request from a Data Subject in which it invokes the rights in Chapter III of the GDPR. At the request of the Customer, KPN will cooperate as reasonably required for adequately handling such a request. KPN is entitled to charge the Customer the reasonable costs of assistance as meant in this paragraph.
- 6.6. KPN will inform the Customer without delay if it is legally obliged to provide third parties with (access to) Personal Data, unless this is legally prohibited.

7 Inspection

- 7.1. At the request of the Customer, KPN will make available the information present that the Customer reasonably needs to demonstrate that it has complied with the obligations under Article 28 of the GDPR.
- 7.2. The Customer is entitled to verify compliance with the GDPR by KPN or have this verified. KPN will enable the Customer, at the latter's request, to have the Processing operations inspected by an independent expert once every year. KPN will give access to all information and facilities reasonably requested, at a moment in time further to be determined by the Parties in mutual consultation. KPN can impose restrictions on such an inspection in order to guarantee the continuity and confidentiality of its services. The costs of the inspection, including the costs incurred by KPN regarding the inspection, are to be borne by the Customer unless the inspection demonstrates that KPN has materially failed in fulfilling the obligations under this DPA.
- 7.3. If available, KPN will submit, at the first request of the Customer, a certificate issued by an independent and expert third party from which it is evident that KPN complies with the norms and standards that are applicable to the services pursuant to the Agreement.
- 7.4. KPN grants the supervisory authority access to the systems, facilities and supporting documentation relevant to the Processing operations. KPN will notify the Customer if it receives such a request, unless this is prohibited by law.

8 Personal data breach

- 8.1. KPN shall inform the Customer of a Personal Data Breach without undue delay and in any event within 36 hours after discovery. KPN will provide all the relevant and available information with regard to:
 - a. the nature of the Personal Data Breach;
 - b. the Personal Data (that might be) affected;
 - c. the Data Subjects (who might be) affected;
 - d. the established and likely consequences of the Personal Data Breach; and
 - e. the measures taken or that will be taken to resolve the Personal Data Breach and to limit the consequences and damage as much as possible.
- 8.2. In the event that a Personal Data Breach occurs at KPN, it will:
 - a. take the reasonably required measures to remedy the Personal Data Breach and mitigate its consequences;

- b. provide the Customer on request with additional information that the Customer needs to be able to comply with Articles 33 and 34, insofar as they are in KPN's possession;
- c. discuss potential risk-mitigating measures with the Customer;
- d. not provide any information about the Personal Data Breach to the press, Data Subjects or other third parties, unless KPN is legally obliged to do so;
- e. have written procedures implemented so that it can inform the Customer within due time of a Personal Data Breach.

9 Destruction of personal data

- 9.1. KPN will destroy the Personal Data after expiry of the retention periods included in the Specification and at the latest within 90 days after termination of the Agreement.
- 9.2. On termination of the Agreement, KPN will cooperate with the Customer to obtain a copy of the Personal Data in a format appropriate for the service. KPN can cooperate with this by providing the Customer with a digital environment within which the Customer itself can generate a copy of the Personal Data. In such a case, the Customer is responsible for timely generating such a copy of the Personal Data.

10 Term of the agreement

- 10.1. The term of this DPA will be equal to that of the Agreement. If the services provided must also be continued after termination of the Agreement (for instance by an exit arrangement), the provisions of this DPA will continue to be applicable to this continued provision of services for the entire duration of the actual cooperation. In such a case, the reasonable costs of KPN for continuing the service will be charged to the Customer.

11 Liability

- 11.1. The liability provisions agreed in the Agreement are applicable to the obligations as included in this DPA.
- 11.2. Notwithstanding clause 1 of this article, if and to the extent a fine imposed on a Party by the supervisory authority stems directly from:
 - a. a breach which may be attributed to a Party and/or its subcontractors/Sub-processors in fulfilling its obligations under this DPA; or
 - b. a violation by a Party and/or its subcontractors/Sub-processors of applicable legislation concerning the Processing of Personal Data, this Party who committed the breach or violation shall be liable to the Party on which the fine was imposed, for the amount of the penalty, with a maximum of EUR 1,000,000 (1 million euros).
- 11.3. If Parties are jointly and severally liable to third parties, including a Data Subject, or are jointly fined by a supervisory authority, each shall be obliged to contribute in proportion to their relative culpability (in accordance with the provisions contained in Book 6, Title 1, Part 2 of the Civil Code), unless the GDPR stipulates differently, in which case GDPR shall take precedence.

12 Final provisions

- 12.1. KPN will provide any notices in relation to this DPA to the contact person made known to KPN. It is the Customer's responsibility to inform KPN of any changes of the contact person and contact details.
- 12.2. KPN is entitled to charge compensation for cooperating on the basis of this DPA insofar as this cooperation is not included in the contracted services.
- 12.3. In the event one or more provisions of this DPA are declared unenforceable, the remaining provisions will continue to remain fully in force.
- 12.4. If the DPA is in contravention of the Agreement, the DPA will prevail.
- 12.5. By entering into this DPA, any Data Processing Agreements entered into previously will expire and

be replaced by this DPA.

12.6. This DPA is governed by Dutch law. Any disputes about or in connection with this DPA shall exclusively be submitted to the competent court in Rotterdam.

12.7. Parties shall keep the contents of this DPA secret.