

DATA PROTECTION ADDENDUM

In order for Licensee to comply with Section 28 of EU Regulation 2016/679, the Parties agree as follows in this Data Protection Addendum ("Addendum"):

1. For the term of the Master License Agreement (the "Agreement"), VERTIGIS NA shall process Personal Information on behalf of Licensee, in accordance with Licensee's written instruction, and under its responsibility.
2. VERTIGIS NA shall ensure that persons authorized to process the Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
3. VERTIGIS NA shall take the security measures required pursuant to Section 32 of EU Regulation 2016/679.
4. Licensee, by executing the Agreement, authorizes VERTIGIS NA to engage sub-processors. VERTIGIS NA shall inform Licensee of any intended changes concerning the addition or replacement of other processors, thereby giving Licensee the opportunity to object to such changes on reasonable grounds, which shall be demonstrated by Licensee to the satisfaction of VERTIGIS NA.
5. Where VERTIGIS NA engages another processor for carrying out specific processing activities on behalf of VERTIGIS NA in relation to Personal Information, similar data security obligations as set out in this Addendum shall be imposed on that other processor.
6. Taking into account the nature of the processing, VERTIGIS NA shall use reasonable endeavors to assist Licensee by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Licensee's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of EU Regulation 2016/679.
7. VERTIGIS NA shall use reasonable endeavors to assist Licensee in ensuring compliance with the obligations pursuant to Sections 32 to 36 of EU Regulation 2016/679, taking into account the nature of processing and the information available to VERTIGIS NA.
8. At the choice of Licensee, VERTIGIS NA shall delete or return the Personal Information to Licensee after the end of the provision of the Online Services, and delete existing copies unless applicable law requires storage of the Personal Information.
9. VERTIGIS NA shall make available to Licensee the information necessary to demonstrate compliance with the obligations laid down in this Addendum and allow for and contribute to audits, including inspections, which – as the Parties agree – shall be carried out by an independent party, no more than once during each contract year throughout the term of the Agreement.