DATA PROCESSING AGREEMENT

CONSIDERATIONS

This Data Processing Agreement (hereafter: "DPA") is an annex to the Redstart Terms of Service (available via https://www.redstart.be/terms). Together, the Terms of Service and the DPA constitute the Agreement with the Customer. Within the context of the performance of the Services for the Customer, Redstart shall have access to Personal Data and/or will have to process these Personal Data, for which the Customer is responsible as 'Controller' in accordance with (i) the General Data Protection Regulation of 27 April 2016 ('the Regulation of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data or 'GDPR') and (ii) all Belgian laws regarding the implementation of the GDPR (hereafter jointly referred to as the "Privacy Legislation"). Through this DPA Parties wish to determine in writing their mutual agreements with regard to (i) managing, securing and/or Processing of such Personal Data and (ii) Parties' obligation to comply with the Privacy Legislation.

THEREFORE, PARTIES HAVE AGREED AS FOLLOWS

1 DEFINITIONS

In this DPA, the following concepts have the meaning described in this article (when written with a capital letter):

'Agreement', **'Customer'**, **'Customer Account'**, **'Customer Data'**, **'Party'** / **'Parties'**, **'Personal Customer Data'**, **'Services'**, **'Software License'**, **'Redstart** and **'Tool'** shall have the meaning given to them in the Terms of Service.

'Controller', **'Data Subject'**, **'Data Breach'**, **'Personal Data'**, **'Processor'** and **'Process/Processing'** shall have the meaning given to them in the Privacy Legislation.

Integration: A software integration between the Tool and a third-party application that is enabled through the Tool's application programming interface ("API").

Marketplace: The Redstart marketplace available where the Customer can select from the range of different Optional Integrations.

Optional Integration: An Integration which the Customer selects and enables on its own initiative and which it can disable during the Term.

Standard Integration: An Integration which is automatically enabled when using the Services and which the Customer cannot disable during the Term.

Sub-processor: Any Processor engaged by Redstart and authorized under this DPA to have logical access to and process certain Personal Customer Data in order to provide parts of the Services and technical support. This includes, but is not necessarily limited to all Standard Integrations which Process Personal Customer Data.

This DPA includes the following overviews:
- **Overview I**: Overview of (i) the Personal Data, which Parties expect to be subject of the Processing, (ii) the categories of Data Subjects, which Parties expect to be subject of the Processing, (iii) the use (i.e. the way(s) of Processing) of the Personal Data, (iv) the goals and means of such Processing and (v) the term(s) during which the (different types of) Personal Data shall be stored;
- **Overview II**: Overview and description of the security measures taken by Redstart under this DPA.

2 ROLES OF THE PARTIES

Parties acknowledge and agree that with regard to the Processing of Personal Data, the Customer shall be considered 'Controller' and Redstart 'Processor'. Further, Redstart is allowed to engage Sub-processor(s) pursuant to the requirements set forth in Article 6.

3 USE OF THE TOOL AND/OR THE SERVICES

3.1 The Customer acknowledges explicitly that:
- Redstart purely acts as a facilitator of the Tool and/or the Services. Hence, the Customer shall be solely responsible for the use it makes of the Tool and/or the Services;
- It shall be solely responsible to comply with all laws and regulations (such as but not limited to the retention period) imposed on it when making use of the Tool and/or the Services.

3.2 In case of misuse by the Customer of the Tool and/or the Services, the Customer agrees that Redstart can never be held liable in this respect nor for any damage that would occur from such misuse.

3.3 The Customer therefore undertakes to safeguard Redstart when such misuse would occur as well as for any claim from a Data Subject and/or third party due to such misuse.

4 OBJECT

4.1 The Customer acknowledges that as a consequence of making use of the Tool and the Services, Redstart shall Process Personal Customer Data.

4.2 Redstart shall Process the Personal Customer Data in a proper and careful way and in accordance with the Privacy Legislation and other applicable rules concerning the Processing of Personal Data. More specifically, Redstart shall – during the performance of the Services under the Agreement – provide all its know-how in order to perform the Services according to the rules of art, as it fits a specialized and 'good' processor.

4.3 Nonetheless, Redstart shall only Processthe Personal Data upon request of the Customer and in accordance with its instructions, as described in Overview I, unless any legislation states otherwise.

4.4 The Customer, as Controller, owns and retains full control concerning (i) the Processing of Personal Customer Data, (ii), the types of Personal Customer Data Processed, (iii), the purpose of Processing and (iv) the fact whether such Processing is proportionate (nonlimitative). Moreover, the Customer shall be solely responsible to comply with all (legal) obligations in its capacity as Controller (such as but not limited to the retention period) and shall have the sole responsibility for the accuracy, quality, and legality of the Personal Customer Data, entered into the Tool, and the means by which it acquired such Personal Customer Data.
The responsibility and control concerning the Personal Customer Data, subject to this DPA, shall thus never be vested in Redstart.

5. SECURITY OF PROCESSING

Taking into account the state of the art, Redstart implements appropriate technical and organizational measures for the protection of (i) Personal Customer Data – including protection against careless, improper, unauthorized or unlawful use and/or Processing and against accidental loss, destruction or damage – (ii) the confidentiality and integrity of Personal Customer Data, as set forth in Overview II.

6 SUB-PROCESSORS

6.1 The Customer acknowledges and agrees that Redstart may engage Sub-Processors in connection with the Agreement. In such case, Redstart shall ensure that the Sub-Processors are at least bound by the same obligations by which Redstart is bound under this DPA.

6.2 Redstart undertakes to make a list of all Sub-Processors available in the Customer Account. Such list shall include the identities of those Sub-Processors and their country of location. This list will always include all Standard Integrations which Process Personal Customer Data. The Parties agree that the providers of Optional Integrations are not Sub-Processors within the meaning of this DPA. If Customer uses Optional Integrations to customize the Customer Account, a separate commercial relationship is established between the Customer and the

provider of the Optional Integration. Redstart recommends that Customer enters into a separate data processing agreement with the providers of the Optional Integrations it selects.

6.3 Redstart undertakes to inform the Customer in writing of any intended change to the aforementioned list (e.g. adding or replacing a Sub-Processor). The Customer is entitled to oppose against a new Sub-Processor. If the Customer wishes to exercise its right to object, the Customer shall notify Redstart in writing and in a reasoned manner by the latest within ten (10) days upon receipt of Redstart notice (cfr. Article 6.3). 6.4 In the event the Customer objects to a new Sub-Processor and such objection is not found unreasonable, Redstart will use reasonable efforts to (i) make available to the Customer a change in the Tool and/or the Services or (ii) recommend a commercially reasonable change to the Customer's configuration or use of the Tool and/or the Services to avoid Processing of Personal Data by the objected new Sub-processor without unreasonably burdening the Customer. If Redstart is, however, unable to make available such change within a reasonable period of time (which shall not exceed thirty (30) days following the objection of the Customer), the Customer may terminate the Agreement on the condition that:

- The Tool cannot be used by the Customer without appealing to the objected new Sub-processor; and/or
- Such termination solely concerns the Services which cannot be provided by Redstart without appealing to the objected new Sub-processor; And this by providing written notice thereof to Redstart within a reasonable time.

7 DATA PROTECTION OFFICER

7.1 Redstart has appointed a data protection officer.
7.2 The appointed data protection officer may be reached at dpo@redstart.be

8 TRANSFER OF PERSONAL DATA OUTSIDE THE EEA

Any transfer of Personal Data outside the EEA to a recipient which residence or registered office does not fall under an adequacy decision issued by the European Commission, shall be governed by the terms of a data transfer agreement, which shall contain (i) standard contractual clauses pursuant to the European Commission's decision (EU) 2021/914 of 4 June 2021 or (ii) other mechanisms foreseen by the Privacy Legislation and/or and other applicable rules concerning the Processing of Personal Data.

9 CONFIDENTIALITY

9.1 Redstart shall maintain the Personal Customer Data confidential and thus not disclose nor transfer any Personal Customer Data to third parties, without the prior written agreement of the Customer, unless: In case of an explicit written deviation from this confidentiality obligation (e.g. in the Terms of Service); Such disclosure and/or announcement is required by law or by a

court or other government decision (of any kind). In such case Redstart shall, prior to any disclosure and/or announcement, discuss the scope and manner thereof with the Customer.

9.2 Redstart shall ensure that its personnel, engaged in the performance of the Services under the Agreement, are informed of the confidential nature of the Personal Customer Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Redstart shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

9.3 Redstart shall ensure that its access to Personal Customer Data is limited to such personnel performing the Services under the Agreement in accordance with the DPA.

10 NOTIFICATION

10.1 Redstart shall use its best efforts to inform the Customer within a reasonable term when it: Receives a request for information, a subpoena or a request for inspection or audit from a competent public authority in relation to the Processing of Personal Customer Data; Has the intention to disclose Personal Customer Data to a competent public authority; Determines or reasonably suspects a Data Breach has occurred in relation to the Personal Customer Data.

10.2 In case of a Data Breach, Redstart: Notifies the Customer without undue delay after becoming aware of a Data Breach and shall provide – to the extent possible – assistance to the Customer with respect to its reporting obligation under the Privacy Legislation; Undertakes – as soon as reasonably possible – to take appropriate remedial actions to make an end to the Data Breach and to prevent and/or limit any future Data Breach.

11 RIGHTS OF DATA SUBJECTS

11.1 To the extent the Customer – in its use of the Tool and/or the Services – does not have the ability to correct, amend, block or delete Personal Data, as required by Privacy Legislation, Redstart shall – to the extent it is legally permitted to do so – comply with any commercially reasonable request by the Customer to facilitate such actions.

To the extent legally permitted, the Customer shall be responsible for any costs arising from Redstart's provision of such assistance.

11.2 Redstart shall, to the extent legally permitted, promptly notify the Customer if it receives a request from a Data Subject for access to, correction, amendment or deletion of that Data Subject's Personal Data. Redstart shall, however, not respond to any such Data Subject request without Customer's prior written consent except to confirm that the request relates to the Customer to which the Customer hereby agrees.

Redstart shall provide the Customer with commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent the Customer does not have access to such Personal Data through its use of the Tool and/or the Services.

To the extent legally permitted, the Customer shall be responsible for any costs arising from Redstart's provision of such assistance.

12 RETURN AND DELETION OF PERSONAL DATA

12.1 Upon termination of the Software License, the Customer has the possibility to export the Personal Customer Data (as well as other non-personal data) from the Customer Account through the available export tools. This should be done before the Software License ends. 12.2 Once the Software License ends, Redstart shall first soft delete the Personal Customer Data during a period of thirty (30) calendar days. Restoring the Customer Account or providing an export of the Customer Data during this period of time can only be done with the assistance of Redstart, whereby Redstart can charge costs for the efforts made. Redstart shall subsequently hard delete the Personal Customer Data at the earliest thirty (30) days and at the latest three (3) months after the Software License has ended. Once the Personal Customer Data has been hard deleted, restoring the Customer Account or providing an export of the Customer Data is no longer possible.

13 CONTROL

13.1 Redstart undertakes to provide the Customer with all information, required by the Customer to allow verification whether Redstart complies with the provisions of this DPA. In this respect Redstart shall allow the Customer (or a third party on which the Customer appeals) to undertake inspections – such as but not limited to an audit – and to provide the necessary assistance thereto to the Customer or that third party. To the extent legally permitted, the Customer shall be responsible for any costs arising from Redstart provision of such assistance.

14 MISCELLANEOUS

14.1 The DPA lasts as long as the Agreement has not come to an end. The provisions of this DPA shall apply to the extent necessary for the completion of this DPA and to the extent intended to survive the end of this DPA (such as but not limited to Article 9 and 15).

14.2 If one or more provisions of this DPA are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of this DPA shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such event, Parties shall negotiate to replace the invalid provision by an equivalent

provision in accordance with the spirit of this DPA. If Parties do not reach an agreement, then the competent court may mitigate the invalid provision to what is (legally) permitted.

14.3 Deviations, alterations and/or additions to this DPA shall only be valid and binding to the extent that they have been accepted in writing by both Parties.

14.4 This DPA and the corresponding rights and obligations that exist in respect of the Parties, cannot be transferred, directly or indirectly, without the prior written consent of the other Party.

14.5 (Repeatedly) non-enforcement by a Party or by both Parties of any right or provision of this DPA, can only be regarded as a toleration of a certain state, and does not lead to forfeiture 14.6 This DPA prevails over any other DPA between the Parties.

15 APPLICABLE LAW AND JURISDICTION

15.1 All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this DPA shall be governed by and construed in accordance with Belgian law, without giving effect to any other choice of law or conflict-of-laws rules or provisions (Belgian, foreign or international) that would cause the laws of any country other than Belgium to be applicable.

15.2 Any dispute concerning the validity, interpretation, enforcement, performance or termination of this DPA shall be submitted to the exclusive jurisdiction of the courts of Redstart's registered office.

Overview I – Processing of Personal Customer Data by Redstart[1]

This document entails an overview of the Personal Customer Data Redstart is expected to Process on behalf of the Customer in the context of the Agreement as well as the categories of Data Subjects involved, the way(s) of Processing) of Personal Data, the means and purposes of Processing and the term during which the Personal Customer Data shall be stored.

I. Personal Customer Data Processed
   - Name
   - First name
   - Workspace name
   - Password
   - E-mail
   - Telephone number (land line/mobile)
   - Home address
   - Bank account number
   - Bank code
   - Other Personal Data, depending on the custom fields added by the Customer

Redstart does not, under any circumstances, expect to collect any special categories of Personal Data as defined in the Privacy Legislation, including, but not limited to: information about the Data Subject's health, race, political opinions, religious or other beliefs, sexual orientation, etc. The responsibility for any Processing of such sensitive data through the Customer Account and Services rests entirely with the Customer.

II. Categories of Data Subjects
   - Contacts
   - Companies
   - Other

III. The use of Personal Customer Data, means and purposes of Processing
   Use of Personal Customer Data:
      • Storage in the Customer Account
      • Processing
   - Means of Processing:
      • The Tool

---

[1] The Customer acknowledges that the summary, as mentioned above, provides a general overview of the Personal Customer Data which Redstart expects to Process in the context of the Agreement. Redstart may also process certain additional Personal Customer Data it receives from providers of Optional Integrations selected by the Customer. The Personal Customer Data Redstart expects to process as well as the purposes of Processing depend on the concrete Optional Integration. For the sake of clarity, this overview does not cover all possible situations.

- Integrations
- Purposes of Processing:
    - Management of tasks
    - Adding Personal Customer Data to the -tool in order to follow-up sent emails and management of contacts and companies
    - Follow-up projects
    - Project planning (including internal projects)
    - Invoicing
    - Management of users / teams of users of the Tool
    - Time tracking
    - Creation and management of targets
    - Creation, planning and management of events
    - Saving and collecting documents
    - Creation of user accounts on the Tool by the Customer

IV.   Retention period

Redstart shall retain the Personal Data as long as the Agreement is ongoing. Once the Agreement has ended, Redstart shall first soft delete the Personal Customer Data. Redstart shall subsequently hard delete the Personal Customer Data at the earliest thirty (30) days and at the latest three (3) months after the Agreement has ended. Notwithstanding this standard rule, Redstart shall – if required – apply a shorter retention period and consequently delete the concerned Personal Customer Data via 'soft deletion'. In any event, such 'soft deletion' shall always be followed by 'hard deletion' upon termination of the Agreement (as described above). Redstart opts for 'soft deletion' to deal with, such as but not limited to, mistakes/errors from the Customer and reactivation of the Customer Account after deactivation thereof. Upon termination of the Agreement, Redstart shall be entitled to retain the anonymous and anonymized Customer Data (or part thereof) for commercial purposes.