



## Software as a Service Contract

The Parties to this Contract are:

- I. Sensus-Methode B.V., a private limited company under Dutch law, also trading as Sensus-methode Procesmanagement, Sensus Procesmanagement and Sensus Process Management, with registered office at Schippersgracht 14, 3603 BC Maarssen, the Netherlands, represented at law in this matter by Mr Gregor Dekkers, managing director

Referred to below as '**Sensus Process Management**'

and

- II. The Customer  
Referred to below as the '**Customer**'

Referred to jointly as the '**Parties**'.

### WHEREAS

- A. Sensus Process Management specialises in the mapping and improvement of business processes and uses various methods to adapt and restructure business processes;
- B. In that context, Sensus Process Management provides a service over the internet, a form of Software as a Service, in which the customer has shown an interest;
- C. The Parties wish to set out the terms of use for this Service in the present Contract.



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**THE PARTIES THUS AGREE AS SET OUT BELOW:**

**1. Definitions**

1.1 Except where specifically stated otherwise in this Contract, the following terms shall have the following meaning:

**Account** an account on the Sensus Process Management Platform, with which the Customer obtains access to the Service and can use the same.

**Administrator** the person who gives authorisation to members of staff (and agency workers) to use the Service and, where appropriate, reorganises the authorisation structure, taking into account the number of licences agreed on by the Parties.

**Service** the Service that Sensus Process Management provides to the Customer over the internet, as Software as a Service under the terms of this Contract, as described in the quotation that was signed for approval by the Customer, which also serves as an order confirmation.

**Term** the term of this Contract in accordance with article 11.

**Customer Data** all data, business processes and other information, which may include the Customer's Personal Data as entered by the Customer when using the Service, or uploaded to or stored on the Platform, except for the log-in data and contact information of Named Users registered in the portal.

**Sensus Working Method** the method of working developed by Sensus Process Management for modifying and restructuring models of business processes, which is explained to the Customer during a training session.

**Named User** Each person registered in the Sensus Process Management portal by the Administrator who is the holder of a licence to use the Service.



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<b>Contract</b>	<p>the present Software as a Service Contract including:</p> <ul style="list-style-type: none"><li>• Appendix A: the quotation from Sensus Process Management signed for approval by the Customer that is also viewed as an order confirmation</li><li>• Appendix B: Service Level Agreement for Support Services</li><li>• Appendix C: Processor Agreement including appendices</li><li>• Appendix D: the 2014 Nederland ICT Terms and Conditions (which can be found at...)</li></ul>
<b>Customer Personal Data</b>	<p>Personal Data as defined in article 4 of the General Data Protection Regulation, which is processed by Sensus Process Management on behalf of and at the behest of the Customer, except for the log-in data and contact information of Named Users registered in the portal, for which Sensus Process Management is the sole controller.</p>
<b>Platform</b>	<p>the Platform, including the portal and software that is used and administered by Sensus Process Management to deliver the Service.</p>
<b>Support Services</b>	<p>all support given to staff trained by Sensus Process Management and relating to the 'Sensus Working Method' (functional support) and technical aspects of the Service (technical support), other than through the provision of training courses.</p>
<b>Update</b>	<p>a hotfix, patch or minor version update of Platform software.</p>
<b>Upgrade</b>	<p>improvement of and/or increase in the already agreed functionality of the Platform software (except for new functional applications).</p>
<b>Working Day</b>	<p>days of the working week (i.e. Monday - Friday), except for national and other public holidays in the Netherlands.</p>



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## 2. Service

- 2.1 Sensus Process Management activates an Account and forwards the log-in data for the Account in question to the Customer.
- 2.2 Sensus Process Management provides the number of worldwide (non-exclusive) licences registered to specific individuals for simultaneous use for the agreed Term stated in the quotation/order confirmation signed for approval by the Customer (**Appendix A**) for the Service, as also outlined in Appendix A. The Service purchased by the Customer is described in greater detail in **Appendix A** to this Contract.
- 2.3 In relation to the right of use under the terms of article 2.2, Named Users have exclusive rights to use the Service.
- 2.4 Except where otherwise agreed and confirmed in writing, the following prohibitions apply to the non-exclusive right of use referred to in article 2.2:
  - (a) the Customer may not grant sub-licences in relation to his/her right of use for the Service;
  - (b) the Customer may not grant access to the Service to non-authorised persons;
  - (c) the Customer may not put any part of the Service in the public domain or reproduce the same, except where Sensus Process Management has given prior written consent to do so.
- 2.5 The Customer shall make every reasonable effort, including taking reasonable security precautions in relation to the log-in data for the Account, to prevent unauthorised persons gaining access to the Service.
- 2.6 Sensus Process Management may stipulate further conditions in relation to use of the Service in an Acceptable Use Policy. The Customer shall ensure that all persons who use the Service with the Customer's permission, or by means of an Account adhere to this policy.
- 2.7 The Customer may not use the Service in any way that causes damage to the Platform, or has the potential to do so, or that leads to reduced availability or access to the Service.
- 2.8 The Customer may not use the Service:
  - (a) unlawfully, illegally, fraudulently or in a way that causes or could cause damage; and/or
  - (b) in the context of unlawful, illegal or fraudulent purposes or practices, or purposes or practices that could cause damage.
- 2.9 The Customer may not access the software code (including the object code, intermediate code and source code) of the Platform, either during the Term of this Contract or thereafter.



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**3. Fee**

- 3.1 The Customer shall pay Sensus Process Management a fee for the Service referred to in Appendix A (the quotation/order confirmation from Sensus Process Management signed by the Customer).
- 3.2 The fee owed under the terms of this Contract must be paid within a term of 30 days from the invoice date.

**4. Help desk**

- 4.1 Sensus Process Management shall provide the Customer with a help desk for Support Services.
- 4.2 The Customer can contact the help desk using Skype, by filling in the web-based form, or by calling +31 (0)88 888 7777. For more information, please see the website.<sup>1</sup>

**5. Support Services**

- 5.1 Only Customer staff and agency workers trained by Sensus Process Management are permitted to use the help desk for support in relation to the 'Sensus Working Method' (functional support) without incurring extra costs. In addition, the Customer is entitled to technical support in compliance with the agreements reached in this article and the Service Level Agreement in **Appendix B** to this Contract.

**6. Maintenance**

- 6.1 Where Sensus Process Management issues Updates or Upgrades, it will notify the Customer of this in advance if there is a chance that this could have an impact on the availability of the Service. Sensus Process Management is in no way required to issue Upgrades in relation to new functionalities, i.e. functionalities not covered by the agreements negotiated in the Contract.

**7. Customer Data**

- 7.1 Sensus Process Management has the right to copy, reproduce, store, distribute, publish, export, amend, process and translate Customer Data, and to sub-license this right to any web hosting organisation, subject to the terms of the Processor Agreement, where deemed

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<sup>1</sup><https://help.sensus-processmanagement.com/>



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necessary to comply with the responsibilities and rights exercised under the terms of this Contract.

- 7.2 The Customer assures Sensus Process Management that the Customer Data:
- (a) does not breach any statutory provisions, rules or regulations;
  - (b) does not breach the intellectual property rights or other statutory rights held by any individual.

## **8. Back-ups**

- 8.1 Sensus Process Management will make a back-up of the Customer Data at least once per day, and save each back-up securely for a maximum of 14 days, in compliance with the agreements set out in the Service Level Agreement (**Appendix B** to this Contract).
- 8.2 Sensus Process Management is not liable to the Customer for loss of or damage to data/information sent by the Customer or stored on its local server, or uploaded by the Customer to its local server.

## **9. Protection of the Customer's Personal Data**

- 9.1 Where the Customer uses the 'Smoelenboek' (Face Book) or uses the Service to store, change or otherwise process the Customer's Personal Data, Sensus Process Management will act as the processor as defined in the General Data Protection Regulation. In relation to Personal Data of the Customer, Sensus Process Management shall
- (a) process said data solely in compliance with the Customer's instructions;
  - (b) take technical and administrative measures to protect said data from unlawful and unauthorised processing, and from loss or damage by using appropriate means; and
  - (c) not pass on said data to agencies in countries outside the EEA without prior written permission from the Customer.
- 9.2 In **Appendix C** to this Contract, the Processor Agreement, the Parties have reached in-depth agreements that apply to the processing of the Customer's Personal Data by Sensus Process Management.



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## **10. Security**

- 10.1 Sensus Process Management shall make every reasonable effort to protect the Platform against viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software.

## **11. Term**

- 11.1. This Contract shall take effect on the date of signing, and shall have a term as specified in Appendix A (the quotation/order confirmation from Sensus Process Management signed by the Customer).
- 11.2 The Contract shall be automatically renewed for one year on each occasion, except where one of the Parties gives notice of intention to cancel, in writing, observing a notice period of two months.

## **12. Implications of termination**

- 12.1 Once the present Contract has ended, the terms covered by it will no longer be effective, with the exception of the following terms of this Contract which, by virtue of their nature, remain effective longer than the Contract itself. These terms include, but are not limited to, the term relating to liability.
- 12.2 Termination of this Contract has no implications for the Parties' acquired rights.

## **13. Outsourcing to third parties**

- 13.1 In complying with its responsibilities under the terms of this Contract, Sensus Process Management may use the services of third parties.
- 13.2 In respect of the Customer, Sensus Process Management shall remain liable for compliance with the outsourced responsibilities under the terms of article 14.1.
- 13.3 Without prejudice to the other provisions of this Contract, the Customer acknowledges and accepts that Sensus Process Management may outsource the storage of Customer Data and the provision of services relating to the support and maintenance of elements of the Platform.

## **14. Warranties and liability**



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- 14.1 The Customer accepts that complex software can never be completely free of vulnerabilities, faults and bugs; similarly Sensus Process Management cannot ensure that the Service will be free of vulnerabilities, faults, bugs and defects at all times.
- 14.2 The Customer accepts that complex software can never be completely free of security issues; similarly, Sensus Process Management cannot ensure that the Service will be completely secure at all times.
- 14.3 The Customer accepts that the Platform is intended to be compatible solely with the software and systems described on the website of Sensus Process Management<sup>2</sup>; and Sensus Process Management cannot ensure or guarantee that the Platform will be compatible with other software or systems.
- 14.4 Overall liability on the part of Sensus Process Management as a consequence of breach of contract or any other legal reason is limited to compensation of direct damage or loss, up to the amount contractually agreed for the Service (excluding VAT and any other charges) for one year. The total liability of Sensus Process Management for direct damage or loss, for whatever legal reason, will not, under any circumstances, exceed EUR 10,000 (ten thousand euros).
- 14.5 Sensus Process Management is not liable for indirect damage or loss, consequential damage or loss, loss of profit, loss of savings, reduced goodwill, damage or loss due to interruption of operations, damage or loss as a result of claims pursued by clients of the Customer, damage or loss as a result of the use of third-party components, materials or software by Sensus Process Management at the request of the Customer, or damage or loss as a result of the formation of contracts with suppliers by Sensus Process Management at the Customer's request. Neither is Sensus Process Management liable for damage, destruction or loss of data or documents.
- 14.6 The exceptions and restrictions relating to Sensus Process Management's liability as described in articles 14.4 and 14.5 apply without prejudice to the other exceptions and restrictions relating to Sensus Process Management's liability that are covered in this Contract.
- 14.7 The exceptions and restrictions that are listed in articles 14.4 - 14.6 inclusive do not apply where the damage or loss can be attributed to an intentional act or gross negligence on the part of Sensus Process Management.

## **15. General**

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<sup>2</sup> <http://www.sensus-processmanagement.com/features/>





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- 15.1. This Contract is formed on the date on which the quotation/order confirmation is signed by the Customer (see Appendix A to this Contract) or, alternatively, another date specified in Appendix A.
- 15.2. This Contract is also governed by the 2014 Nederland ICT Terms and Conditions (<https://www.sensus-processmanagement.com/terms-conditions/>).
- 15.3. Where there is considered to be a conflict between this Software as a Service Contract and one of the Appendices, the following hierarchy shall apply:
  1. Appendix A
  2. Appendix C
  3. Software as a Service contract
  4. Appendix B
  5. Appendix D
- 15.4. This Contract is subject to Dutch law. Any disputes between the Parties shall be submitted to the jurisdiction of the Midden-Nederland district court.



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## Appendix A to the Software as a Service Contract Service Level Agreement for Support Services

### 1. Scope

1.1 This Service Level Agreement describes the service levels that apply to Support Services.

### 2. Definitions

- 2.1 *Working Days:* days of the working week (i.e. Monday - Friday), except for national and other public holidays in the Netherlands.
- Opening Hours:* 9.00am - 5.00pm (Central European Time) on Working Days.
- Contractual Plans:* the Support Services purchased by the Customer, in which the Customer is entitled to at least bronze level, but may also opt for silver, gold or platinum.
- Response Time:* the time between the point at which the Customer submits a request for Support Services and/or for recovery of Customer Data by means of back-ups through the help desk and the response sent by Sensus Process Management.

### 3. Support relating to the Sensus Process Management Working Method (functional support)

3.1 In relation to the Sensus Process Management Working Method, Sensus Process Management offers the following Contractual Plans:

*Table 1: Functional support*

Option	Staff trained by Sensus Process Management	Access to help desk	Access to help file	Max. number of hours per year
<b>A</b>	Yes	Yes	Yes	unlimited



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<b>B</b>	No	No	Yes	n/a
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3.2 The Customer is entitled to option A. Option B applies to Customer staff who have not been trained by Sensus Process Management.

#### 4. Support for the Service's technical operation

4.1 In relation to technical support, Sensus Process Management offers the Contractual Plans listed below:

*Table 2: Technical support*

	Bronze	Silver	Gold
<b>Provision of technical support</b>	email, telephone	email, telephone, online remote support, chat	email, telephone, online remote support, chat
<b>Response Time</b>	3 Working Days	2 Working Days	1 Working Day
<b>Maximum number of hours' technical support per month*</b>	0	0.5 hours per month*	1 hour per month*

\* In table 2, 'month' means a calendar month.

4.2 Appendix A to the Software as a Service Contract (the quotation/order confirmation from Sensus Process Management signed by the Customer) states which of the Contractual Plans (Bronze, Silver or Gold) the Customer has opted for.

4.3 The rates for technical support (Bronze, Silver or Gold) are listed in Appendix A to the Software as a Service Contract, and may be changed each year by Sensus Process Management.

4.4 The Customer shall ensure that all requests for Support Services are submitted through the help desk referred to in article 4 of the Software as a Service Contract.

4.5 Sensus Process Management is unable to guarantee a time limit for resolving an issue. The reason for this is that the nature and causes of issues can vary greatly. However, Sensus Process Management will do its very best to resolve issues as quickly as possible.



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## 5. Limits of technical support

5.1 Where the total number of hours that Sensus Process Management staff spend in a calendar month on technical support exceeds the total listed in table 2 in article 4, Sensus Process Management shall continue to provide technical support for the remainder of the month in question. However, the technical support provided will be subject to extra costs, charged according to the terms of article 4.3 of this Service Level Agreement.

## 6. Recovery of Customer Data by means of back-ups

6.1 Where the Customer submits a request in writing for the recovery of Customer Data on the Platform by means of back-ups made by Sensus Process Management in line with the terms of article 8.1 of the Software as a Service Contract, Sensus Process Management shall make every reasonable effort to comply with the request within the time limit stated in table 3.

Table 3: Recovery of Customer Data

	Bronze	Silver	Gold
Response Time	5 Working Days	3 Working Days	1 Working Day

6.2 Appendix A to the Software as a Service Contract sets out the option chosen by the Customer.

6.3 Sensus Process Management calculates the appropriate hourly rate for the Contractual Plans, i.e. Bronze, Silver or Gold, as stated in Appendix A, for the work referred to in this article.

6.4 The Customer accepts that the recovery of Customer Data implies that any Customer Data that had been saved to the Platform prior to recovery will be overwritten.

## 7. Exclusions

7.1 This SLA does not apply in those cases in which it is reasonable to assume that Sensus Process Management could not exercise any influence or control including, but not limited to, situations in which:

- the problem is caused by the use of the Service by the Customer in a way that is not recommended including, but not limited to, the use of incorrect settings (firewall etc.) and locked gateways, the use of the Service in combination with third-party software or



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packages that are not supported by Sensus Process Management and/or the use of an unstable internet connection (i.e. a connection of less than 100 bits/second);

- the Customer has changed the configuration or settings of the software or services in question without permission;
- the problem is caused by devices/hardware, software or services that are not supported.

7.2 Similarly, this SLA does not apply where the Customer breaches its contract with Sensus Process Management, regardless of the reason (which could include, but is not limited to, failing to pay the agreed fee).

## Appendix C to the Software as a Service Contract

### Processor Agreement

The Parties to this Contract are:

- I. Sensus-Methode B.V., a private limited company under Dutch law, also trading as Sensus-methode Procesmanagement, Sensus Procesmanagement and Sensus Process Management, with registered office at Schippersgracht 14, 3603 BC Maarsse, the Netherlands

Hereinafter referred to as the '**Processor**'

and

- II. The Customer  
Referred to below as the '**Controller**'

Referred to jointly as the 'Parties'

#### WHEREAS:

- A. Sensus Process Management specialises in the mapping and improvement of business processes and uses various methods to adapt and restructure business processes;
- B. In that context, Sensus Process Management provides a service over the internet, a form of Software as a Service, in which the customer has shown an interest and for which the Parties have entered into a Software as a Service Contract;
- C. Sensus Process Management processes personal data;
- D. The parties to this processor agreement wish to set out the terms and conditions for processing personal data.

#### AGREE AS SET OUT BELOW:

##### 1. Definitions

The terms used below are those used in the General Data Protection Regulation and are defined as follows:

- 1.1 Personal Data means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly



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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;

- 1.2 Processing means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- 1.3 Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; where the purposes and means of such processing are determined by Union or Member State law, the Controller or the specific criteria for its nomination may be provided for by Union or Member State law;
- 1.4 Processor means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller;
- 1.5 Data Subject means an identified or identifiable natural person to whom the processed Personal Data relates;
- 1.6 Processor Agreement means this agreement including appendices;
- 1.7 Contract means the master contract that forms the basis for this Processor Agreement, namely the Software as a Service Contract;
- 1.8 Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed ('Data Breach');
- 1.9 Supervisory Authority means an independent public authority responsible for monitoring compliance with legislation in the context of processing Personal Data. In the Netherlands, this is the Dutch Data Protection Authority.

## **2. Formation, term and termination of this Processor Agreement**

- 2.1 This Processor Agreement shall take effect on the date on which the Sensus Process Management quotation (Appendix A to the Software as a Service Contract) is signed or, alternatively, another date specified in the Quotation.
- 2.2 This Processor Agreement forms part of the Contract and shall apply for as long as the Contract remains effective.
- 2.3 Should the Contract come to an end, this Processor Agreement will end automatically; the Processor Agreement cannot be cancelled separately.
- 2.4 When this Processor Agreement ends, the Processor's responsibilities, such as the requirement to report Data Breaches involving Personal Data controlled by the Controller and the duty to maintain confidentiality shall remain effective.



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### **3. Processing of Personal Data**

- 3.1 The Processor shall process Personal Data on the instructions of the Controller only and shall not have any authority over said Personal Data. The Processor shall comply with the instructions of the Controller and shall not process Personal Data in any other manner, except where the Controller has given permission to do so in advance.
- 3.2 **Appendix 1** contains an overview of the Personal Data processed by the Processor, with the processing purposes.
- 3.3 The Processor shall abide by legislation and process Personal Data in a proper, careful and transparent manner.
- 3.4 In processing Personal Data, the Processor shall use CloudVPS (Chamber of Commerce reg. no. 24404163), Rotterdam, as a third-party processor and shall refrain from using other third-party processors to process Personal Data without the prior written permission of the Controller.
- 3.5 The Processor shall ensure that the terms and conditions that apply to third-party processors have similar effect to those in this Processor Agreement.
- 3.6 The Processor shall honour any request from a Data Subject wishing to exercise his or her privacy rights within 14 days of receipt. These rights apply to requests for access, rectification, addition, erasure or restriction, the right to object to the processing of Personal Data and requests for portability of the Data Subject's own Personal Data.

### **4. Safeguarding of Personal Data**

- 4.1 The Processor shall ensure that Personal Data is sufficiently safeguarded by means of taking suitable technical and organisational measures.
- 4.2 These measures must be appropriate to the risk of the processing operations. An overview of these measures and the policy governing them is included in **Appendix 2** to this Processor Agreement.
- 4.3 Having issued a notification, the Controller may carry out an inspection or audit in the Processor's organisation to ascertain whether the processing of Personal Data is in compliance with legislation and the terms of this Processor Agreement. The Processor shall assist this process by granting access to buildings and the databases, and making all relevant information available.
- 4.4 The costs incurred in carrying out this audit shall be borne by the Processor where it can be conclusively proved that the Processor has not adhered to the responsibilities conferred by this Processor Agreement.





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4.5 Monitoring of how Personal Data is generally processed may also, with the exception of the audit, be subject to self-evaluation. In that case, the Processor shall provide the Controller with a report in which the Processor shows that it is complying with legislation and the terms of this Processor Agreement.

## **5. Exporting Personal Data**

5.1 The Processor shall not allow Personal Data to be processed by persons or organisations outside the European Economic Area (EEA), without first receiving permission to do so from the Controller.

## **6. Confidentiality**

6.1 The Processor shall observe strict confidentiality in relation to Personal Data provided by the Controller, except where to do so is not possible due to a legal requirement.

6.2 The Processor shall ensure that its staff and any auxiliary personnel it uses adhere to this requirement to observe confidentiality by including a confidentiality clause in contracts (of employment or otherwise).

## **7. Data Breaches**

7.1 Where a potential Data Breach is identified, the Processor shall notify the Controller of this within 24 hours via (email address and telephone number), and the Controller shall provide the information contained in **Appendix 3**, so that the Controller is able to notify the Supervisory Authority, where necessary.

7.2 Once a Data Breach as referred to in article 7.1 has been reported, the Processor shall keep the Controller up to date of any new developments relating to the Data Breach and the measures taken by the Processor to restrict the scope of the Data Breach and remedy it, and to be able to prevent similar incidents in future.

## **8. Liability**



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- 8.1 The Processor is liable for all direct damage or loss sustained by the Controller as a result of breaches of contract on the part of the Processor in respect of this Processor Agreement, up to a maximum of €10,000.
- 8.2 In this Processor Agreement, direct damage or loss exclusively covers:
- (a) material damage to property
  - (b) reasonable costs incurred for the prevention or limitation of direct damage or loss that could be expected as a result of the event for which the other Party is liable;
  - (c) reasonable costs incurred for determining the cause of the damage or loss, the liability, the direct damage or loss and the recovery method.
- 8.3 Liability for indirect damage or loss, consequential damage or loss, damage or loss as a result of third-party claims at law, and damage or loss as a result of corruption or loss of data (including back-ups), other information and documents is excluded.
- 8.4 The exclusions in this article do not apply where the damage or loss is a result of an intentional act or gross negligence on the part of the Processor.
9. **Return or removal of Personal Data and retention term**
- 9.1 When this Processor Agreement ends, the Processor shall return the Personal Data, or carefully and safely destroy it at the request of the Controller.
10. **Final clauses**
- 10.1 This Processor Agreement forms part of the Contract. All rights and duties arising from the Contract thus also apply to the Processor Agreement.
- 10.2 In the event of a conflict between the terms of the Processor Agreement and the Contract, the terms of this Processor Agreement shall be enforced.
- 10.3 Any deviation from the terms of this Processor Agreement shall not be effective except where the Parties have confirmed this in writing.



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## **Appendix 1: Overview of processing operations involving Personal Data, and purposes of processing**

The table below shall be completed each time that a Processor Agreement is concluded. It gives a complete overview of the Personal Data that will be processed. This makes it easier to show where, by whom and for what purpose the Personal Data is processed.

Description of processing activities by the Processor	Storage of data in the context of the SaaS service for the processing purposes shown below
Controller's processing purposes	Outlining and improvement of business processes
Controller	
Processor	Sensus Process Management
Third-party processors	CloudVPS (Rotterdam)
Processed Personal Data	(leave blank to be filled in by the Customer based on the information available)
Processing site	Maarsse, Rotterdam
Retention period	For as long as the Processor Agreement remains effective



## **Appendix 2: Overview of security measures**

### **Organisational measures**

- Clean desk policy
- Do not leave laptop unattended
- Do not save documents on laptop for private use
- Follow correct procedure for destroying old documents
- Access rights
- Care when using USB sticks

### **Technical security measures**

- Up-to-date antivirus software
- Encrypted USB sticks
- Adequate safeguards for staff telephones
- Bitlocker access mechanism
- Unique log-in code and password (changed regularly)
- Encrypted email
- No insecure external hard drives
- Make no insecure back-ups



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### **Appendix 3 Process relating to notification of Data Breaches and the information to be provided**

What is a security incident and under what circumstances does this have to be reported?

A Data Breach is a security incident in which Personal Data that the Processor administers on behalf of the Controller may have been lost or unintentionally made accessible to third parties. This relates to data that can be linked to people such as, but not limited to, names, addresses, telephone numbers, email addresses, log-in data, cookies, IP addresses or identifiable data from computers or telephones.

Listed below are a number of examples of security incidents that the Controller must report to the Supervisory Authority.

- Website with log-in data has been hacked or is accessible to third parties
- Laptop or USB stick with Personal Data has been lost
- Letters or emails have been sent to an incorrect address
- A hacker has attacked an IT system
- Telephone containing Personal Data has been lost or stolen

If one of the situations listed above arises, or in the event of doubt, the Processor must contact

#### **Name of contact**

**Tel.:**

**Email address**

#### **Questionnaire for Processor**

In the event of a report made by email, the Processor must answer the following questions (these are the same as the information that the Controller must provide to the Supervisory Authority).

- 1. Summarise the security breach/security incident/Data Breach: what happened?** Do not forget to state the name of the system concerned.
- 2. What sort of Personal Data was involved in the security incident?** This includes information such as name, address, email address, IP number, BSN number (Dutch national identification number), passport photo and any other information from which individuals could be identified.
- 3. How many individuals' Personal Data is involved in the security incident?**  
Enter a minimum and maximum number of people involved.
- 4. Describe the group of individuals whose data is involved.**  
This could be employee data, internet user data, etc.
- 5. Is contact information for the individuals concerned available?**  
It may be the case that those involved have to be notified of the Data Breach. If so, can those individuals be contacted?



6. **What was the root cause of the security incident?**
7. **What was the date or approximate period in which the security incident occurred?**  
Please answer as specifically as possible.

**Appendix D to the Software as a Service Contract**  
**2014 Nederland ICT Terms and Conditions**

<https://www.nederlandict.nl/diensten/nederland-ict-voorwaarden/>