

DATA PROCESSING AGREEMENT

This Data Processing Agreement (DPA) forms part of the agreement between Smart Ass Energy B.V., registered with the Dutch Trade Register under number 98604392 ("Processor"), and the customer identified in the applicable agreement ("Controller"), and applies to the processing of Personal Data in connection with the use of the Smart Ass Energy software and services (the "Services"). This DPA is entered into in accordance with Article 28 of Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR).

DEFINITIONS

Capitalized terms not defined in this DPA have the meaning given in the General Terms and Conditions or the applicable agreement.

- **"Personal Data"**: any information relating to an identified or identifiable natural person within the meaning of the GDPR.
- **"Processing"**: any operation performed on Personal Data as defined in Article 4 GDPR.
- **"Subprocessor"**: any third party engaged by Processor to process Personal Data on behalf of Controller.

ROLES OF THE PARTIES

1. Controller acts as data controller within the meaning of the GDPR.
2. Processor acts as data processor and processes Personal Data solely on behalf of Controller and in accordance with this DPA and documented instructions from Controller.

SUBJECT MATTER AND DURATIONS OF PROCESSING

3. Subject matter: provision, maintenance, monitoring, and improvement of the Services.
4. Duration: for the term of the agreement and, where applicable, thereafter in accordance with Clause "Deletion and Return".

NATURE AND PURPOSE OF PROCESSING

5. Processor processes Personal Data for the following purposes:
 - Providing access to and operation of the Services;
 - User authentication and account management;
 - Technical support, diagnostics, and incident management;
 - Security, performance monitoring, and system integrity;
 - Compliance with legal obligations.

CATEGORIES OF PERSONAL DATA AND DATA SUBJECTS

6. Categories of Personal Data may include:
 - Names, email addresses, phone numbers;
 - User credentials and access logs;
 - IP addresses and device identifiers;
 - Technical and usage data linked to identifiable users.
7. Categories of Data Subjects:
 - Employees, contractors, and representatives of Controller;
 - Authorized users of the Services.

INSTRUCTIONS FROM CONTROLLER

8. Processor shall process Personal Data only on documented instructions from Controller, including with regard to transfers to third countries, unless required by Union or Member State law.
9. Controller warrants that its instructions comply with applicable data protection laws.

CONFIDENTIALITY

10. Processor ensures that persons authorized to process Personal Data are bound by confidentiality obligations.

SECURITY MEASURES

11. Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including:
 - Access controls and authentication;
 - Encryption in transit where appropriate;
 - Logical separation of customer data;
 - Monitoring and logging;
 - Regular security updates and vulnerability management.
12. Processor may update security measures provided they do not materially reduce overall security.

SUBPROCESSING

13. Controller grants Processor general authorization to engage Subprocessors.
14. Processor shall:
 - Ensure Subprocessors are bound by equivalent data protection obligations;
 - Maintain a list of Subprocessors upon request;
 - Notify Controller of material changes to Subprocessors where reasonably practicable.

ASSISTANCE TO CONTROLLER

15. Processor shall provide reasonable assistance to Controller with:
 - Data subject rights requests;
 - Data protection impact assessments;
 - Prior consultation with supervisory authorities.
 Such assistance may be subject to reasonable fees.

PERSONAL DATA BREACH

16. Processor shall notify Controller without undue delay after becoming aware of a Personal Data Breach.
17. The notification shall include available information required under Article 33 GDPR.

DELETION OR RETURN OF PERSONAL DATA

18. Upon termination of the agreement, Processor shall, at Controller's choice:
 - Delete Personal Data; or
 - Return Personal Data in a commonly used electronic format, unless retention is required by law.
19. Deletion shall occur within a reasonable period following termination.

AUDITS

20. Controller may audit Processor's compliance with this DPA upon reasonable notice and no more than once per year.
21. Audits shall not unreasonably disrupt Processor's operations and may be subject to confidentiality obligations.

INTERNATIONAL TRANSFERS

22. Processor shall not transfer Personal Data outside the EEA unless adequate safeguards under Chapter V GDPR are in place.

LIABILITY

23. Liability under this DPA is subject to the limitations of liability set out in the General Terms and Conditions.

GOVERNING LAW

24. This DPA is governed by Dutch law. Any disputes shall be submitted to the competent court as agreed in the main agreement.

Annex 1 – Processing Details

- Services: Energy Management Software (EMS)
- Processing activities: hosting, monitoring, analytics, support
- Data retention: during agreement + post-termination as agreed