

Drylab end-user agreement covering software technology and services

By using the dailies.drylab.no website ("Service") or any services of Drylab R&D AS (the "Licensor"), unless superseded by a reseller agreement, you (the "Licensee") are agreeing to be bound by the following terms and conditions ("Terms of Service"). If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access our services through your account to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity, its affiliates and users associated with it. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

Whereas,

(A) Licensor has developed certain computer programs, services and support services as well as related documentation, all of which are more particularly described in Schedule A attached hereto (the "Software" and "Service")

(B) Licensor wishes to grant Licensee and its affiliated companies a license to use the Software and Services as herein defined and described, for the period specified in Section B.

(C) Licensee wishes to use the Software and Services on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

Definitions

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

- "Agreement" includes this agreement, its Schedules and any written amendment agreed by the Parties.
- "SaaS" means the Software delivered as a Service, a Service which is delivered by utilizing the setup as described in Schedule B.
- "Designated Environment" means the computer equipment and Service described in Schedule B.
- "Documentation" means the user documentation for the Software.
- "Error" means a material failure of the Software or Service to function in conformity with the Specifications. Hereunder, a "Critical Error" shall mean a material failure which the Licensee designates to be of high(er) importance than a "Non-Critical" error and where the "Critical Error" is either of a time- and/or impact-critical nature.
- "License" means the license granted by Licensor to Licensee to use the Software and Documentation by means of the Service in accordance with the conditions of this Agreement.
- "Location(s)" means Licensee's offices or other where Licensee's Employees may access the system via the Internet according to the requirements given in Schedule A and B.
- "Price" means the fees which Licensee shall pay as specified in Schedule B.
- "Schedule" refers to any schedule attached to this Agreement, or any subsequently prepared document which the parties agree in writing to be considered a Schedule.
- "Service" means the SaaS-solution when provided together with the Software, using the arrangement made available by Licensor as described in Schedule B.

- "Software" means Dailies Viewer, Drylab Server, Dailies Creator and Set Report, as specified in Schedule A in machine-readable, object code form, and any computer programs hereunder made available to Licensee.
- "Specifications" means Licensor's published product release definitions applicable from time to time.
- "Target Date" means 10 business days from the date of this Agreement.
- "Warranty Period" means the duration of this Agreement.

2 Software License

2.1 License

Licensor grants Licensee a non-exclusive, non-transferable license to use the Software and Documentation solely for its internal operations at the Location(s) and in the Designated Environment.

2.2 Non-Distribution

Except if explicitly provided for in Schedule B, Licensee shall not: (1) make available nor distribute all or part of the Software or Documentation to any third party by means of access rights, sublicense or by any other means; (2) copy, attempt to copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Software or Documentation save as permitted by mandatory law; or (3) use the Software to operate in or as a time-sharing, outsourcing, or Service bureau environment, or in any way allow third party access to the Software.

3 Installation And Acceptance

3.1 Accept by Licensee

Licensor shall make available the SaaS and Documentation to the Location(s) on the Target Date. Licensee's Acceptance of the Software shall occur at the earlier of Licensee's operational use of the Software or the expiration of 10 days from the Target Date without the provision of notice by Licensee to Licensor of any Error(s). If Licensee provides notice to Licensor of any Error(s) and Licensor verifies the alleged Error(s), the Software shall be accepted upon Licensor's correction of such Error(s). Any errors or defects or other failures of the Software that does not constitute Errors shall be corrected by the Licensor within three months following notice of such errors, defects or other failures to the Licensor.

3.2 Notification of delays

If the Licensor understands, or has reason to assume, that there will be a delay, the Licensor shall notify the Licensee promptly in writing. The Licensor shall state the assumed duration of and reason for the delay. The Licensor shall use reasonable efforts to limit the delay and the effects of it on the Licensee.

4 Price, Payment and terms

4.1 Price

Licensee shall pay the Price in accordance with the payment plan set forth at <http://www.drylab.no/freelance-price-list> . Licensor shall charge any additional fees set forth at <http://www.drylab.no/freelance-price-list> as they are incurred unless otherwise stated in Schedule B. No other fees may be charged to the Licensee without the Licensee's prior approval of such fees. Payment shall be made by Licensee to Licensor within 15 days from the date of charge. Licensee irrevocably waives the right to apply set-off or make counterclaims against due charges, accept refunds in accordance with the 30-days satisfactory refund warranty stated in paragraph 4.2.

4.2 Terms of payment

- 1 Licensor shall each month charge the Licensee a fee reflecting compensation for Services rendered for the same month according to Schedule B, using the number of units and projects per month as input.

- 2 Licensor reserves the right to adjust the prices on an annual basis according to the Norwegian consumer price index.
- 3 All prices are in EUR.
- 4 According to Schedule B, Paragraph 2, any additional Services to be performed including advisory Services, training, technical assistance and support will be agreed on a case-by-case basis on an hourly or fixed price, and be covered by a separate agreement prior to Licensor starting work, with exception to the first two hours, which are included for free with the purchase of any paid plan from the standard price list found on <http://www.drylab.no/freelance-price-list>.
- 5 The 30-days satisfactory refund warranty gives the Licensee 30 days, starting on the first date of charge for the first charge, in which the Licensee has the right to refuse payment, or to ask a refund of already payed amount, if the licensee is not satisfied with the services rendered by Licensor. The Licensee will in such case lose access to the related services rendered by Licensor.
- 6 Payments are handled on behalf of Licensor by Bright Market, LLC, d/b/a FASTSPRING, 8 East Figueroa Street, Santa Barbara, CA 93101, USA.

4.3 Change in Scope

If Licensee decides to (a) terminate, (b) limit its use, (c) change the scope of use or (d) to expand the use of the Software and/or the Service substantially, this might change the scope of the Agreement to the extent that it will be necessary to revise the Software and Services rendered by Licensor and the Price under section 4 of this Agreement. Licensee shall in such cases notify Licensor as soon as possible and request Licensor to produce a revised offer for servicing the Licensee under a new Agreement tailored for such delivery. Prices in such new revised offer and Agreement shall reflect the complexity and volume (number of units, use and frequency) and be relative to the prices and complexity delivered under this Agreement.

4.4 Change in Service

Licensee may at any time request changes to the manner in which the Services are being carried out. If such requests change the scope of this Agreement, a revised offer shall be produced by the Licensor in accordance with 4.3.

4.5 Tax

Licensee shall be responsible for any applicable VAT, sales or use taxes, or any value added or similar taxes payable with respect to the licensing of the Software or Service arising out of or in connection with this Agreement, other than taxes levied or imposed based upon Licensor's annual profit. In the event that Licensor pays any such taxes on behalf of Licensee, Licensor shall charge Licensee for such taxes and Licensee agrees to pay such taxes on demand.

4.6 Non-payment

Failure by Licensee to pay any amounts charged under this Agreement in accordance with this Agreement shall lead to termination of the Agreement, including the use of the Service and Software.

5 Intellectual property rights

Subject to the rights granted Licensee under this Agreement, Licensee acknowledges that any and all intellectual property rights ("IPRs") subsisting in or used in connection with the Software and Services, including but not limited to copyright, source code, programming specifications, Software tools, upgrades, patents, trademarks, know-how, business secrets and industrial design shall be and remain the sole property of the Licensor or a party nominated by the Licensor in all jurisdictions.

Licensee further acknowledges that current and further developments of the Software and Services, including parts and future developments thereof and possible inventions relating to the same (including tailor-made solutions, programs, concepts and applications), as well as other IPR's including residual knowledge, gained or caused by Services delivered under this Agreement, or from any activities carried out by any of the parties separately or otherwise by any previous and future co-operation between the parties, are the sole, irrevocable, and unlimited property of Licensor in all jurisdictions. Licensee shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute Licensor's ownership and rights of use of such IPRs. Licensee ensures that employees or other persons acting on behalf of Licensee under this Agreement are aware of and acknowledge and respect Licensor's IPRs as set out in this Agreement. Licensee acknowledges that they may not use or otherwise exploit the Software and/or Services outside the scope of this Agreement.

5.1 Licensor's Acceptable Use Policy

As part of this Agreement, Licensee agrees not to misuse Licensor's Software and Services, including

- a) probing, scanning or testing the vulnerability of any of Licensor's system or network;
- b) attempting to breach or otherwise circumvent any security or authentication measures;
- c) interfering with or disrupting any user, host, or network, for example by sending a virus or by overloading the Services;
- d) planting malware or otherwise using the Services to distribute malware;
- e) accessing any Content by any means other than Licensor's publicly supported interfaces;
- f) sending unsolicited communications, promotions or advertisements, or spam;
- g) sending altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- h) publishing anything that is fraudulent, misleading, or infringes another's rights;
- i) promoting or advertising products or Services other than Licensee's own without appropriate authorization;
- j) impersonating or misrepresenting Licensees affiliation with any person or entity;
- k) publishing or sharing content that is clearly indecent, or that advocates bigotry, religious, racial or ethnic hatred;
- l) violating the law in any way, violating the privacy of others, or attempting to defame others.

6 CONFIDENTIALITY

6.1 Confidential information

The terms of this Agreement, all IPRs as well as all financial, technical, operational, administrative, business, corporate, commercial and any and all other information exchanged by the parties in connection with the negotiations for the execution and completion of this Agreement and the parties' cooperation under this Agreement, whether orally, visually or in writing (including electronic transfer and by any other media) shall be deemed to be confidential information (the "Confidential Information"), which the parties are, without limit of time, not entitled to use for purposes other than set out in this Agreement or to pass on to any third party or otherwise disclose, except:

- (i) with the prior written consent of the other party;
- (ii) to those of its directors, officers, employees and agents who need to know such information;
- (iii) as may be required by law, applicable accounting or stock exchange regulations or an order of a court of competent jurisdiction; or

(iv) to its sources of finance, auditors, legal and other advisers required by law or written agreement to observe secrecy and who need to know such information.

(v) both parties may in publicly closed meetings refer to the existence of this Agreement. The restrictions in this section shall not apply to any information which:

(i) was generally available to the public at the time of the use or disclosure thereof;

(ii) has subsequently become generally available to the public other than as a result of non-compliance with this section;

(iii) is provided to the disclosing party (or the party using the information) by a third party in lawful possession of such information and entitled to make general disclosure thereof; or

(iv) was in the possession of the disclosing party (or the party using the information) at the time of the execution of this Agreement (as evidenced by written material) provided that the information had not been obtained from the other party.

Each party shall inform anyone to whom it discloses the Confidential Information in conformity with this Agreement that it is confidential and ensure that they comply with the obligations set forth in this Section. Licensor shall notify Licensee if it is subpoenaed and has to provide all data from the Software to a court of law. Each party shall notify the other party immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensor/Licensee, and shall fully cooperate with the other party to help regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

Licensee acknowledges that the Software and Services, including parts and future development thereof, may be subject to patent applications or other kind of protection including as business secrets. Licensee may not without the prior written consent of Licensor, copy or in any other written or oral manner, disclose to third parties any information about the Software and Services, except as expressly permitted by the Agreement. All confidentiality obligations and obligations with respect to Licensor's IPRs under this Agreement shall survive the expiry or termination of this Agreement for a period of ten (10) years, irrespective of the cause of such termination.

7 Warranty

7.1 Operation

Licensor warrants to Licensee that: (1) the Software and the Services provided or performed hereunder do not infringe any third party rights, (2) during the Warranty Period, the Software shall (a) fulfil the Specifications, (b) operate without Errors and (c) comply with applicable laws and regulations at all times as well as, within the scope of this Agreement, enable the Licensee to comply with these at all times; (3) upon notification to Licensor during the Warranty Period of any Errors, Licensor will, during its normal business hours and at no cost to Licensee, correct such Errors which are reproducible and verifiable by Licensor, excluding any Errors caused by uses of the Software which were not in accordance with the Specifications.

7.2 Correction

In the event that Licensee notifies Licensor of an Error during the Warranty Period, Licensor shall correct such Errors.

7.3 Service Level

The Licensor is responsible for the effective operation of the Services and the Software. This includes backup of data and the effective operation and maintenance of servers on which the Licensor runs Software. Any and all slowdowns and failures of using the Software which is related to the Licensee's free and efficient access to the internet, or to the Licensee's own

Software or hardware preventing the Licensee from viewing the data provided from the Licensor, shall be at the sole risk of the Licensee.

The Licensor shall maintain high availability of the Services and the Software as set forth below.

- Level: 99%
- Period: 24/7/365
- Planned Inoperative Time shall not be calculated in the Service level.

7.3.1 Planned Service windows

- 00:00 - 01:00 CET First Monday in each month
- 00:00 - 03:00 CET First Sunday every quarter
- 22:00 - 06:00 CET Every second of the quarterly Service windows

If a Service window coincides with a public holiday in Norway, the Service window is moved to the following regular Monday.

Support is available in English via electronic mail.

7.3.3 Availability of technical support regarding Software

Licensor shall be available for handling all Software-technical support according to the following model:

- 08:00–17:00 working days: 2 hours
- 17:00–08:00 working days, and 00:00–24:00 non-working days: Within 2 hours on the following workday, i.e. no later than 10:00

The response time starts when Licensee files the request for support to Licensor and Licensor without undue delay confirms, via email, the receipt of such request. Requests for support can be posed via email, via the Licensor's website or via telephone to the relevant contact persons.

7.3.4 Availability of support regarding Service

Service Provider shall be available for handling non-technical support and other Service support according to the following model:

- 08:00–17:00 working days: 72 hours
- 17:00–08:00 working days and 00:00 to 24:00 non-working days: Within 72 hours from start of the following workday

The response time starts when Licensee files the request for support to Service Provider and Service Provider without undue delay confirms, via email, the receipt of such request.

Requests for support can be posed via email, via the Licensor's website, or via telephone to the relevant contact persons.

Consultancy and support for non-routine tasks such as ad-hoc reporting, re-pricing/ modification of program, changes to employee front end, changes to agreement texts, new annual grants, in-depth valuation projects, new functionalities etc., is agreed on a case-by-case basis and not subject to the above response times.

7.3.5 Immediate response

For all material errors which are time-critical to core business for Licensee, Licensor will start work immediately and make reasonable efforts to continue work until the error is fixed.

7.4 Warranty Disclaimer

The warranties set forth in this section 7 are limited warranties and are the only warranties made by Licensor. Licensor expressly disclaims, and Licensee hereby expressly waives, all other warranties express or implied, including warranties of merchantability and fitness for a particular purpose. Licensor does not warrant that the Software will meet Licensee's requirements or that the operation of the Software or Service will be uninterrupted or error-free.

8 Indemnity

8.1 Indemnification

Licensor hereby indemnifies and holds Licensee harmless against any claim that the Software or any Services provided or performed hereunder, used within the scope of this Agreement, infringes any third party rights, provided that: (1) Licensor is given prompt notice of the claim; (2) to the extent permitted by mandatory law Licensor is given immediate and complete control over the defence and/or settlement of the claim, and Licensee fully cooperates with Licensor in such defence and/or settlement at Licensor's cost; (3) Licensee does not prejudice in any manner Licensor's conduct of such claim; and (4) the alleged infringement is not based upon the use of the Software in a manner prohibited under this Agreement, in a manner for which the Software was not designed, or in a manner not in accordance with the Specifications.

8.2 Off-line copies and use of Software in combination with other Software

Licensor shall have no liability for any claim of infringement based on the use of an off-line superseded or altered version of the Software or residual (if any) or the combination, operation or use of the Software with Software, hardware or other materials not provided by, recommended and/or accepted by Licensor.

8.3 Liability

The foregoing states Licensor's sole obligation and liability with respect to the infringement of any third party right.

8.4 Infringement

Licensee hereby indemnifies Licensor against any claim for (1) alleged infringement of any registered copyright or patent, arising out of the use of the Software by Licensee in any manner prohibited by this Agreement and (2) any claim related to or arising out of a financial transaction brought by any third party based on the use of the Software. Licensor shall have the right to appoint reputable legal advisers to conduct any defence against such claims at its own cost.

9 Limitation Of Liability

9.1 Limitation

Neither party shall have any liability with respect to its obligations under this Agreement nor otherwise for consequential, exemplary, special, incidental or punitive damages even if it has been advised of the possibility of such damages.

In any event, the liability of the given party to the other party for any reason and due to any cause of action shall be limited to a sum the total amount invoiced to Licensee during the 1 month preceding the incident leading to such claim.

This limitation applies to all cases of action in the aggregate, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. Both parties understand and agree that the remedies and limitations herein allocate the risks of product and Service nonconformity between the parties as authorized by applicable laws. The fees herein reflect, and are set in reliance upon, this allocation of risk and the total exclusion of consequential damages set forth in this Agreement. Any and all slowdowns and failures of using the system which is related to the Licensee's operation and maintenance of own Software or hardware or unhampered and efficient access to the Internet shall be the sole risk of the Licensee. Nothing in the above shall limit either party's liability for wilful misconduct.

The Licensor shall have in place an adequate insurance policy to cover the liabilities stated in this paragraph.

9.2 Force Majeure

Neither of the parties shall be considered in breach of an obligation under the Agreement to the extent the party can establish that fulfilment of the obligation has been prevented by force majeure. In the case of force majeure, each party shall cover its own costs resulting from the force majeure situation.

10 Data processing, protection, security and handling

10.1 Data Processing

The Parties acknowledge that, for the purpose of processing personal data, under this Agreement, Licensor may be deemed data processor and Licensee may be deemed data controller and data owner. In such event, Licensor shall process the data as instructed by Licensee. Schedule C contains a complete "Data Processing Agreement".

10.2 Data Protection, Security and Handling

Licensor shall take all reasonable technical and organizational security measures to

(i) prevent the personal data from incidental or illegal destruction, disruption or damage (ii) prevent that personal data are disclosed to unauthorised Parties (iii) prevent that personal data are misused or otherwise treated in violation of applicable personal data legislation.

Licensor shall maintain satisfactory security procedures to prevent any third party's unlawful access to the Software and data processed by the Services and comply with any reasonable instructions from Licensee in relation to processing of data. Licensor will apply and maintain adequate virus protection technology against viruses and other harmful components in performing the Services. Licensor shall, if so requested by Licensee, give Licensee access to sufficient information for Licensee to verify that the mentioned technical and organizational security measures have been adopted and complied with.

The Licensor shall notify the Licensee of any security breach within 24 hours of occurrence. Licensor shall have no responsibility whatsoever for errors caused by wrongful input of data into the Software by Licensee.

11 Term and termination

11.1 Termination

The License granted herein shall remain in effect perpetually unless terminated as provided for in Sections 11.2, 11.3 or 11.4 herein.

11.2 Breach

Either party may terminate this Agreement and the License, without prejudice to any other remedy the given party may have, immediately without further obligation to the other party, in the event of (1) any breach by the other party of Sections 2, 4, 5, 6 or 7 of this Agreement which cannot be remedied within fourteen days of the given party's notice to the other party of the breach and the given party's intent to terminate the License; (2) any material breach of Sections other than those set forth above which cannot be remedied within thirty days of the given party's notice to the other party of the breach and the given party's intent to terminate the License; or (3) the other party making an assignment for the benefit of its creditors, the filing under any voluntary or involuntary bankruptcy or insolvency law, the rescheduling of its debts privately agreed with a substantial number of creditors or any similar circumstances due to the insolvency of the other party.

11.3 Voluntary termination or change of Agreement

Either party may, terminate this Agreement upon delivery of a written notice to the other party. Such termination shall be effective immediately and the service will terminate at the end of the pre-paid period.

11.5 Cessation of Use

Upon termination of this Agreement, Licensee will no longer be able to access the Software and/or Service at the end of the current pre-paid period. Licensor will upon termination delete all information related to Licensee.

12 Headings

The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

13 Validity

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

14 Binding Agreement

This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

15 No Waiver

Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the circumstances giving rise to such right or remedy.

17 Governing law

This Agreement is governed by and shall be construed in accordance with the laws of the Kingdom of Norway. Any legal action with respect to the Agreement shall be subject to the exclusive jurisdiction of the courts of Oslo tingrett.

18 Notice

Unless otherwise agreed to by the parties, any notice required or permitted to be given or delivered under this Agreement shall be delivered to the address set forth above.

19 Survival

Sections 5, 6, 8 and 9 shall survive the termination of this Agreement for any reason.

Entire Agreement

This Agreement and the Schedules hereto comprise the entire agreement between the parties regarding the subject matter hereof and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the Agreement.

Schedule A: Product description

Reference is made to information about Drylab R&D's products and services on the website www.drylab.no as well as various demonstrations and presentations on same.

Dailies Viewer is an iOS application running on iPads that meet minimum hardware and operating system requirements (subject to change). It provides access to video clips and metadata, with functionality such as playback, navigation and searching. Clips, thumbnail images and metadata are downloaded (via a local Wi-Fi network or the Internet) and stored on the iOS device, with encryption provided by the iOS operating system. If the device is using its built-in cellular Internet connection, clips will not be downloaded as per Apple's App Store requirements.

Dailies Creator is a Mac OS application running on compatible personal computers that meet minimum hardware and operating system requirements (subject to change). It ingests video clips and combines them with metadata, optionally transcodes clips to an iOS-compatible format, and distributes clips and metadata to Dailies Viewer instances, either via a local Wi-Fi network or the Internet. Clips and metadata are encrypted before Internet distribution, and always travel on encrypted connections (also on local Wi-Fi).

Set Report is an iOS application running on iPhones, iPads and iPods that meet minimum hardware and operating system requirements (subject to change). It allows manual, automatic and semi-automatic collection of metadata and still images, with mechanisms for creating paper and electronic reports, and uploading metadata (but not images) to Dailies Creator.

Dailies Server is a server application running on Drylab's servers. It provides a user-facing web interface for administrating productions and users' access to them, and a proprietary API for use by Drylab's iOS and Mac OS (client) applications. Client applications require an Internet connection to communicate with Dailies Server during initial set-up of a production, and later to update authorisations.

Drylab reserve the right to limit the client applications' use of storage and bandwidth if they surpass Drylab's own costs to provide such.

The Specification refers to updated documentation about the Software and Service given on Licensor's website and in Schedule C.

Schedule B: Data Processing Agreement

By "Controller" is meant the licensee. By "Processor" is meant the licensor.

Controller and Processor are cooperating on the basis of the above agreement and insofar as the Processor collects personal data of employees of the Controller, the following shall apply:

- 1 Processor is working as a processor of data and shall only use the data forwarded by the controller ("Data") on his behalf and on his instructions. He shall comply with the provisions of all applicable data protection codes and standards in his own area of responsibility.
- 2 Controller is in the frame of agreement between the parties solely responsible for the compliance with the legal provisions of the data protection laws, especially the legality of the distribution of the data to the Processor and for the legality of the processing of the Data.
- 3 Processor is, when processing and using personal data, obliged to only follow the instructions of the Controller. The task of the Processor is set out in this agreement between the parties.
- 4 Processor warrants the orderly execution of technical and organisational security measures as agreed with the Controller and in accordance with applicable data protection laws, as documented in this agreement between the parties.
- 5 Without prior approval, Processor may neither use the Data he has been forwarded for processing or use for his own nor for any third party's purposes.
- 6 The Processor must inform the Controller immediately in case of disturbances of the processing, in case there is suspicion of a data protection infringement or in case of irregularities with the processing of the Data of the Controller.
- 7 The Data may only be deleted in agreement with the Controller and must be deleted upon his request.
- 8 Controller shall be informed by Processor without prior request if the data protection agencies confirm defects in the data protection report which also concern the processing of Data of the Controller.
- 9 The Processor is obliged to only use staff which has signed a confidentiality agreement.
- 10 The subcontractors of the Processor who will have access to personal data of Controller are to be identified to the Controller upon request. The agreements to be entered with the subcontractors of the Processor must be such that they match the data protection provisions agreed between Processor and Controller.
- 11 Controller is entitled at any time to control the compliance of the provisions with the relevant data protection standards that apply, as well as its security measures.