

# Data Processing Agreement

Version 1.1, 28 November 2024

## 1. INTRODUCTION

- 1.1. This Data Processing Agreement ("**Data Processing Agreement**") is entered into between Rookoo BV, a limited liability company under Belgian law with registered office at Sint-Pietersnieuwstraat 11, 9000 Ghent and CBE number BE 1013.170.047 ("**Rookoo**") and the legal entity or natural person identified as customer in the Order Form ("**Customer**").

Rookoo and the Customer are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- a) In connection with and for the purpose of the performance of the Services under the Order Form and the General Terms with the Customer ("**Agreement**"), Personal Data will be processed in accordance with the provisions of this Data Processing Agreement. A more detailed description of the purposes for the Processing of Personal Data is contained in **Annex 2** to the Agreement;
- b) The Agreement necessitates the processing by Rookoo of Personal Data;
- c) This Data Processing Agreement and its annexes set forth the terms and conditions pursuant to which Personal Data will be processed in the framework of the Agreement.

THE PARTIES AGREE AS FOLLOWS:

## 2. DEFINITIONS

- 2.1. For the purpose of this Data Processing Agreement, the following terms shall have the following meaning. In case of any doubt or differences with the terms defined in the Data Protection Legislation, the definitions stipulated in the relevant Data Protection Legislation shall prevail.

**Contact Person(s):** means the individual(s) assigned by a Party and communicated to the other Party as point of contact and representing the Party for (a part of) the Services.

**Data Controller:** means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal

Data. To the extent that personal data are processed by in the context of this Agreement, the Customer is the Data Controller.

**Data Processor:** means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Data Controller. To the extent that personal data are processed by in the context of this Agreement, Rookoo is the Data Processor.

**Data Protection Legislation:** means EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) together with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related legislation resulting from such Directive or Regulation, as updated from time to time.

**“Data Protection Officer” or “DPO”:** means an enterprise security leadership role required by the General Data Protection Regulation who is responsible for overseeing the used data protection strategy and implementation to ensure compliance with General Data Protection Regulation requirements.

**Data Subject:** means an identified or identifiable natural person to whom the Personal Data relates. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. The relevant categories of Data Subjects are identified in **Annex 2** to the Agreement.

**Personal Data:** Has the meaning set forth in the Data Protection Legislation. The relevant categories of Personal Data that are provided to Rookoo by, or on behalf of the Customer are identified in **Annex 2** to the Agreement.

**Personal Data Breach:** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed in connection with the provisioning of the Services.

**“Processing”, “Process(es)” or “Processed”:** means any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Services:** means all services, functions, responsibilities and outputs of Rookoo as described in the Agreement.

**Standard Contractual Clauses:** means the standard contractual clauses of which the European Commission on the basis of Article 26 (4) of Directive 95/46/EC decided that these offer sufficient safeguards for the transfers of Personal Data to a third country, or the data protection clauses adopted by the European Commission or by a supervisory authority and approved by the European Commission in accordance with the examination procedure referred to in Article 93(2) of EU Regulation 2016/679. In the event of any such data protection clauses adopted in accordance with EU Regulation 2016/679, such clauses shall prevail over any standard contractual clauses adopted on the basis of Directive 95/46/EC to the extent that they intend to cover the same kind of data transfer relationship.

**Sub-processor:** means any subcontractor engaged by Rookoo to perform a part of the Services and who agrees to receive Personal Data intended for Processing on behalf of the Customer in accordance with the Customer's instructions and the provisions of the Agreement.

### **3. INTERPRETATION**

3.1. This Data Processing Agreement forms an integral part of the Agreement. The provisions of the Agreement therefore apply to this Data Processing Agreement. All capitalized terms not defined in this Data Processing Agreement will have the meaning set forth in the Agreement.

### **4. SPECIFICATION OF THE DATA PROCESSING**

4.1. Any Processing of Personal Data under the Agreement shall be performed in accordance with the applicable Data Protection Legislation.

4.2. For the performance of the Services, Rookoo is a Data Processor acting on behalf of the Customer. As a Data Processor, Rookoo will only act upon the Customer's instructions. The Agreement, including this Data Processing Agreement, is the Customer's complete instruction to Rookoo with regard to the Processing of Personal Data. Any additional or alternate instructions must be jointly agreed by the Parties in writing. The following is deemed an instruction by Rookoo to Process Personal Data: (1) Processing in accordance with the Agreement and (2) Processing initiated by the Customer users in their use of the Services.

4.3. A more detailed description of the subject matter of the Processing of Personal Data in terms of the concerned categories of Personal Data and of Data Subjects (envisaged Processing of Personal Data) is contained in **Annex 1 & 2** to the Agreement.

## **5. DATA SUBJECTS' RIGHTS**

- 5.1. With regard to the protection of Data Subjects' rights pursuant to the applicable Data Protection Legislation, the Customer shall facilitate the exercise of Data Subject rights and shall ensure that adequate information is provided to Data Subjects about the Processing hereunder in a concise, transparent, intelligible and easily accessible form, using clear and plain language.
- 5.2. Should a Data Subject directly contact Rookoo wanting to exercise his individual rights such as requesting a copy, correction or deletion of his data or wanting to restrict or object to the Processing activities, Rookoo shall inform the Customer of such request within two (2) business days and provide the Customer with full details thereof, together with a copy of the Personal Data held by it in relation to the Data Subject where relevant. Rookoo shall promptly direct such Data Subject to the Customer. In support of the above, Rookoo may provide the Customer's basic contact information to the requestor. The Customer agrees to answer to and comply with any such request of a Data Subject in line with the provisions of the applicable Data Protection Legislation.
- 5.3. Insofar as this is possible, Rookoo shall cooperate with and assist the Customer by appropriate technical and organizational measures for the fulfilment of the Customer's obligation to respond to requests from Data Subjects exercising their rights.

## **6. CONSULTATION AND CORRECTION OF PERSONAL DATA**

- 6.1. Rookoo will provide the Customer, in its role of Data Processor, with access to Personal Data Processed under the Agreement, in order to allow the Customer to consult and correct such Personal Data.

## **7. DISCLOSURE**

- 7.1. Rookoo will not disclose Personal Data to any third party, except (1) as the Customer directs, (2) as stipulated in the Agreement, (3) as required for Processing by approved Sub-processors in accordance with article 10 or (4) as required by law, in which case Rookoo shall inform the Customer of that legal requirement before Processing that Personal Data, unless that law prohibits such information being provided on important grounds of public interest.
- 7.2. Rookoo represents and warrants that persons acting on behalf of Rookoo and who are authorized to Process Personal Data or to support and manage the systems that Process Personal Data (i) have committed themselves to maintain the security and confidentiality of

Personal Data in accordance with the provisions of the present Data Processing Agreement, (ii) are subject to user authentication and log on processes when accessing the Personal Data and (iii) have undertaken appropriate training in relation to Data Protection Legislation. Rookoo shall inform the persons acting on its behalf about the applicable requirements and ensure their compliance with such requirements through contractual or statutory confidentiality obligations.

## **8. DELETION AND RETURN OF PERSONAL DATA**

- 8.1. At the latest within thirty (30) days upon termination of the Agreement, Rookoo shall sanitize or destroy any Personal Data that it stores in a secure way that ensures that all Personal Data is deleted and unrecoverable. Data used to verify proper data processing in compliance with the assignment and data that needs to be kept to comply with relevant legal and regulatory retention requirements may be kept by Rookoo beyond termination or expiry of the Agreement only as long as required by such laws or regulations.
- 8.2. Upon written request submitted by the Customer no later than fourteen (14) calendar days prior to termination of the Agreement, Rookoo will provide the Customer with a readable and usable copy of the Personal Data and/or the systems containing Personal Data prior to sanitization or destruction.

## **9. LOCATION OF PROCESSING**

- 9.1. Rookoo will store Personal Data at rest within the territory of the European Economic Area.
- 9.2. Any Processing of Personal Data by Rookoo personnel or subcontractors not located within the European Union may be undertaken only following prior written approval of the Customer and the execution of one of the then legally recognized data transfer mechanisms, such as an additional data processing agreement governed by Standard Contractual Clauses.

## **10. USE OF SUB-PROCESSORS**

- 10.1. The Customer acknowledges and expressly agrees that Rookoo may use third party Sub-processors for the provision of the Services as described in the Agreement.
- 10.2. Any such Sub-processors that provide services for Rookoo and thereto Process Personal Data will be permitted to Process Personal Data only to deliver the services Rookoo has entrusted them with and will be prohibited from Processing such Personal Data for any other purpose. Rookoo remains fully responsible for any such Sub-processor's compliance with Rookoo's

obligations under the Agreement, including the present Data Processing Agreement. Rookoo shall, prior to the entrusting of services to such Sub-processor, carry out any relevant due diligence on such Sub-processor to assess whether it is capable of providing the level of protection for the Personal Data as is required by this Data Processing Agreement and provide evidence of such due diligence to the Customer where requested by the Customer or a regulator.

- 10.3. Rookoo will enter into written agreements with any such Sub-processor which contain obligations no less protective than those contained in this Data Processing Agreement, including the obligations imposed by the Standard Contractual Clauses, as applicable.
- 10.4. Rookoo shall make available to the Customer the current list of Sub-processors for the Services identified in **Annex 3** to the Agreement. Such Sub-processors list shall include the identities of those Sub-processors and their country of location. Rookoo shall provide the Customer with a notification of a new Sub-processor before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the Services under this Agreement.
- 10.5. If the Customer objects to the use of a new Sub-processor that will be processing the Customer's Personal Data, then the Customer shall notify Rookoo in writing within thirty (30) calendar days after receipt of Rookoo's written request to that effect. In such a case, Rookoo will use reasonable efforts to change the affected Services or to recommend a commercially reasonable change to the Customer's use of the affected Services to avoid the Processing of Personal Data by the Sub-processor concerned. If Rookoo is unable to make available or propose such change within sixty (60) calendar days, the Customer may terminate the relevant part of the Agreement regarding those Services which cannot be provided by Rookoo without the use of the Sub-processor concerned. To that end, the Customer shall provide written notice of termination that includes the reasonable motivation for non-approval.

## **11. TECHNICAL AND ORGANIZATIONAL MEASURES**

- 11.1. Rookoo has implemented and will maintain appropriate technical and organizational measures intended to protect Personal Data or the systems that Process Personal Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss or destruction. These measures shall take into account and be appropriate to the state of the art, nature, scope, context and purposes of Processing and risk of harm which might result from unauthorized or unlawful Processing or accidental loss, destruction or damage to Personal Data. These measures shall include the following measures:

- the prevention of unauthorized persons from gaining access to systems Processing Personal Data (physical access control);
- the prevention of systems Processing Personal Data from being used without authorization (logical access control);
- ensuring that persons entitled to use a system Processing Personal Data gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights, and that, in the course of Processing, Personal Data cannot be read, copied, modified or deleted without authorization (data access control);
- ensuring that Personal Data Processed are Processed solely in accordance with the instructions (control of instructions);
- ensuring that Personal Data are protected against accidental destruction or loss (availability control);
- ensuring that Personal Data collected for different purposes can be processed separately (separation control).

11.2. The present technical and organizational measures are described at <https://www.rookoo.ai/en/trust-center>. Rookoo shall adapt these measures systematically to the development of regulations, technology and other aspects and supplemented with the applicable technical and organizational measures of Sub-processors, as the case may be. In any event, the implemented technical and organizational measures shall ensure a level of security appropriate to the risks represented by the Processing and the nature of the Personal Data to be protected, taking also into account the state of technology and the cost of their implementation.

11.3. The Customer can always access the most up-to-date version of the implemented technical and organizational measures at <https://rookoo.ai/en/trust-center>.

## **12. PERSONAL DATA BREACHES**

12.1. In the event of a Personal Data Breach and irrespective of its cause, Rookoo shall notify the Customer without undue delay, providing the Customer with sufficient information and in a timescale, which allows the Customer to meet any obligations to report a Personal Data Breach under the Data Protection Legislation. Such notification shall as a minimum specify:

- the nature of the Personal Data Breach;

- the nature or type of Personal Data implicated in the Personal Data Breach, as well as the categories and numbers of Data Subjects concerned;
- the likely consequences of the Personal Data Breach;
- as the case may be, the remedial actions taken or proposed to be taken to mitigate the effects and minimize any damage resulting from the Personal Data Breach;
- the identity and contact details of the Data Protection Officer or another Contact Person from whom more information can be obtained.

12.2. Rookoo shall without undue delay further investigate the Personal Data Breach and shall keep the Customer informed of the progress of the investigation and take reasonable steps to further minimize the impact. Both Parties agree to fully cooperate with such investigation and to assist each other in complying with any notification requirements and procedures.

12.3. A Party's obligation to report or respond to a Personal Data Breach is not and will not be construed as an acknowledgement by that Party of any fault or liability with respect to the Personal Data Breach.

12.4. The meaning of a "**Personal Data Breach**" is comprised of an effectively unauthorized disclosure of or an actual access to Personal Data that is uploaded by the Customer for the Services of the Data Processor, or of a breach of the Data Processor's systems that the Data Processor determines is reasonably likely to result in such disclosure or access, which is caused by failure of the Data Processor's security measures. This however excludes any unauthorized disclosure or access caused by the Customer, including, but not limited to, the Customer's failure to adequately secure equipment or accounts.

12.5. An unsuccessful Personal Data Breach does not fall under the scope of this Article 12. An unsuccessful Personal Data Breach is defined as not resulting in any actual unauthorized access to Personal Data of the Customer or to any actual unauthorized access to any of the Data Processor's equipment or facilities storing Personal Data of the Customer, and may include, without limitation, unsuccessful log-on attempts, port scans, DoS attacks (denial of service attacks), pings and other broadcast attacks on firewalls or edge servers, or other unauthorized access to traffic data that does not result in access beyond headers, or similar incidents.

## **13. AUDIT RIGHTS**

13.1. Subject to this Article 13, the Data Processor shall make available to the Customer on request all information necessary to demonstrate compliance with this Data Processing Agreement,

and shall allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of the Personal Data by the Sub-processors.

- 13.2. Information and audit rights of the Customer only arise under Article 13.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Legislation. The Customer will notify an audit at least thirty (30) days beforehand and will bear the costs of the audit. An audit will take place during business hours and will be strictly limited to the documents and Personal Data in relation to the Customer. Such audit information shall be treated as confidential and shall not be used for any purpose except to verify Data Processor's compliance with its obligations under this Agreement.

## **14. LIMITATION OF LIABILITY**

- 14.1. Each Party will indemnify the other Party against any and all losses, damages, costs, expenses and other liabilities incurred by or awarded against the latter in connection with any claim or action brought by any Data Subject, any third party or any supervisory authority resulting from and attributable to the former and with regard to Rookoo also to its Sub-processors, it being understood that the indemnity obligations of the Parties will be capped to the amount agreed upon in the Agreement ("**Liability Cap**").
- 14.2. For the avoidance of doubt, Parties agree that the aforementioned Liability Cap shall only be applicable to the contractual relationship between the Parties under the present Agreement and that such Liability Cap shall in no event limit a Party's liability towards a Data Subject or the supervisory authority. In respect of the foregoing, the Data Subject or the supervisory authority shall at all times be entitled to receive full compensation for any material or non-material damages suffered by the latter resulting from a breach by the Controller or the Processor of this Agreement or of any applicable Data Protection Regulation.

## **15. CUSTOMER RESPONSABILITIES**

- 15.1. The Customer shall comply with all applicable laws and regulations, including the Data Protection Legislation.
- 15.2. The Customer remains responsible for the lawfulness of the Processing of Personal Data including, where required, obtaining the consent of Data Subjects to the Processing of his or her Personal Data.

- 15.3. The Customer shall take reasonable steps to keep Personal Data up to date to ensure the data are not inaccurate or incomplete with regard to the purposes for which they are collected.
- 15.4. With regard to components that Customer provides or controls, including but not limited to workstations connecting to Services, data transfer mechanisms used, and credentials issued to the Customer's personnel, the Customer shall implement and maintain the required technical and organizational measures for protection of Personal Data.

## **16. NOTIFICATIONS**

- 16.1. Unless legally prohibited from doing so, Rookoo shall notify the Customer as soon as reasonably possible, and at the latest within two (2) business days of becoming aware of the relevant circumstances, if it or any of its Sub-processors:
- receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the Processing;
  - intends to disclose Personal Data to any competent public authority outside the scope of the Services of the Agreement. At the request of the Customer, Rookoo shall provide a copy of the documents delivered to the competent authority to the Customer;
  - receives an instruction that infringes the Data Protection Legislation or the obligations of this Data Processing Agreement;
- 16.2. In this respect, Rookoo shall co-operate as requested by the Customer to enable the Customer to comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation, which shall include the provision of:
- all data requested by the Customer (which is not otherwise available to the Customer) within the reasonable timescale specified by the Customer in each case, including full details and copies of the complaint, communication or request and any Personal Data it holds in relation to the relevant Data Subject(s); and
  - where applicable, providing such assistance as is reasonably requested by the Customer to enable the Customer to comply with the relevant request within the Data Protection Legislation statutory timescales.
- 16.3. Any notification under this Data Processing Agreement, including a Personal Data Breach notification, will be delivered to one or more of the Customer's Contact Persons via email possibly supplemented by any other means Rookoo selects. Upon request of the Customer, Rookoo shall provide the Customer with an overview of the contact information of the

registered Customer's Contact Persons. It is Customer's sole responsibility to timely report any changes in contact information and to ensure the Customer's Contact Persons maintain accurate contact information.

## **17. TERM AND TERMINATION**

17.1. This Data Processing Agreement enters into force on the Effective Date and remains in force until Processing of Personal Data by Rookoo is no longer required in the framework of or pursuant to the Agreement.

## **18. LIST OF ANNEXES**

- **Annex 1 to the Agreement:** Subject Matter
- **Annex 2 to the Agreement:** Details of the Personal Data Processing
- **Annex 3 to the Agreement:** List of current Sub-processors

## ANNEX 1- SUBJECT MATTER

### Customer / 'Data Exporter' Details

**Name:** {name}

Name of the customer

**Contact details for data protection:** {details}

Rookoo will contact the contact person named in the applicable Order Form

**Main address:** {address}

Customer address listed in the applicable Order Form

**Customer activities:** {description of the activities}

Purchasing a license for Cloud Services as described in the applicable Order Form

**Role:** Controller

### Provider / 'Data Importer' Details

**Name:** Rookoo

**Contact details for data protection:** Data Protection Officer, [privacy@rookoo.ai](mailto:privacy@rookoo.ai)

**Main address:** Sint-Pietersnieuwstraat 11 9000 Gent Belgium

**Provider activities:** Delivery of Cloud Services and associated services (if applicable) as described in the applicable Order Form

**Role:** Processor

## ANNEX 2 – DETAILS OF THE PERSONAL DATA PROCESSING

The subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data, and the categories of Data Subjects, as determined by the Customer as the Data Controller, are described below.

### TYPE OF PERSONAL DATA & PROCESSING PURPOSE

**Employee:** first name, last name, corporate ID, code, language, job title, FTE, contract type, date hired, date out of duty, manager, secretary, additional information, (work) location, role, time table, activity type, skills, address, phone, mail, initials, company, department, status, transactions linked to account e.g. calls, work orders, cost items, contracts, etc.

**Purpose:** Allocating appropriate workplaces for the employee, depending on their work activities. Tracking costs of workplaces per department.

**Account:** first name, last name, id, mail address, rights, account type, client organization, ldap id, language, password, web account group, group, location, enabled.

**Purpose:** Enabling employees to execute business processes related to building management, including finding and booking workplaces, requesting services

**Contact:** title, first name, last name, department, job title, code, language, account, group, role, time table, activity type, address, phone, email, location.

**Purpose:** Contacting employees for executing business processes as building related facility work.

**Subcontractor:** Contact of the subcontractors engaged by the Service Provider: Contact data.

**Purpose:** Keeping track of the used sub-contractors, as well as being able to reach the said sub-contractors for questions concerning the installation of the Software

**Customer:** Contact of Service Provider's customer: Contact data.

**Purpose:** Keeping track of the licensed Software by Service Providers and being able to contact the customers from the Service Provider, e.g. for the provision of Services.

**Client Documents:** Data uploaded into our platform. Creating and maintaining searchable document databases. Performing document analysis and reporting.

**Purpose:** Personal data contained within customer-submitted contracts and legal documents, which may include but is not limited to: names, addresses, contact information, financial details, employment information, identification numbers, tax information, insurance details, business relationship details, and other personal data relevant to the specific documents being processed. Processing, analyzing, and managing customer-submitted contracts and legal documents as part of our document processing services.

**Business Operations Data:** Managing customer accounts and relationships. Processing payments and generating invoices. Providing customer support and service delivery. Maintaining accurate business records. Communicating about service updates and changes. Analyzing service usage for optimization and planning.

**Purpose:** Customer business contact information (name, title, email, phone number, business address), billing information (billing address, payment details, VAT numbers, bank account information), account representatives, purchase history, service usage data, contract terms, pricing agreements, support tickets, communication history, business requirements documentation, and authorized users list.

## **DURATION OF THE PROCESSING OF PERSONAL DATA**

The personal data will be processed by Rookoo for the duration of the Agreement. Additionally, the data may also be retained by Rookoo for a period determined by the Customer, specifically: thirty (30) days from the deletion of a profile

## **NATURE OF THE PROCESSING**

Personal Data is processed within the context of the functionalities of the Services, including specific developments, to ensure proper technical operation and security. The Personal Data is used for storing, computing, and other similar Services controlled and initiated by the Customer

## **ANNEX 3 – DETAILS OF THE PERSONAL DATA PROCESSING**

The sub-standing overview covers a list of the Sub-processors engaged by the Processor for the performance of the Agreement. This list includes the identities of the Sub-processors as well as their country of establishment. The full list can be found on <https://rookoo.ai/en/legal/subprocessor-list>