



METERINSIGHT

SERVICE AND LICENSE AGREEMENT

THE UNDERSIGNED:

1. **MeterInsight**, having its Registered office and Registered office in Utrecht at Reykjavikstraat 1, 3543 KH, registered with the Chamber of Commerce under number 42067069, legally represented by Norbert Huurnink, owner (hereinafter referred to as **"MeterInsight"**);
2. _____, statutorily established and with offices at _____, at the ____
_____, _____, registered with the Chamber of Commerce under number _____, legally represented by _____ (hereinafter referred to as **"Customer"**);

Parties hereinafter collectively referred to as **"parties"** and individually as a **"party"**;

CONSIDER THE FOLLOWING:

- A. MeterInsight licenses the use of the MeterInsight energy management software platform, which is delivered via a software-as-a-service Cloud platform;
- B. This software platform offers (smart) meter and sensor management, dashboards of measurement data and analysis capabilities. A smart meter is a remotely readable individual measuring device, as referred to in Article 95ca of the Electricity Act, Article 42A Gas Act and the decree on remotely readable measuring devices;
- C. The customer wishes to have this software and wishes to obtain usage rights to it from MeterInsight;
- D. The customer wants to outsource the support for the use, maintenance and further development of the software to MeterInsight;
- E. MeterInsight is willing to provide these services to the customer;
- F. MeterInsight provides the MeterInsight energy management platform under the following conditions according to the functional and technical descriptions that can be found on the [MeterInsight website](https://documentation.meterinsight.com/en/home) under "Platform" and then "Help Center"¹;

¹ <https://documentation.meterinsight.com/en/home>

- G. The annexes mentioned and attached in this agreement are an integral part of this agreement. In the event of a conflict between the annexes and this agreement, the provisions of this Agreement shall prevail.

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

Article 1-Services

- 1.1. MeterInsight will make the software platform MeterInsight energy management available to the customer via the Internet on the Cloud Platform of Microsoft Azure and keep it available for use and thus also provide the customer with user rights for the software.
- 1.2. MeterInsight will provide e-mail support to the customer via a helpdesk when using the service and any problems encountered by the customer's employees.

Article 2-Availability

- 2.1. The availability of the software is the time that the software is available to the customer during office hours.
- 2.2. This is at least 99% measured over a period of 3 consecutive calendar months. The availability level does not apply if any failure or improper functioning of the software is caused by malfunctioning of a VPN connection or an overall failure of Microsoft Azure through no fault of MeterInsight.

Article 3 - elimination of defects/incidents

- 3.1. MeterInsight provides a helpdesk that acts as an integral point of contact for all incidents related to the use of the software. This can be reached via the e-mail address support@meterinsight.com.
- 3.2. Each incident will be considered by MeterInsight on the basis of its nature and consequences for the use of the software. Meterinsight will indicate to the customer as soon as possible after reporting an incident what the recovery time will be. This communication about the recovery time by MeterInsight is indicative and is not a deadline for resolving the incident.
- 3.3. MeterInsight will make every effort to repair incidents and defects within a reasonable period of time.
- 3.4. If the cause of an incident lies in a defect, i.e. an error in the software that leads to the software not functioning according to the agreed specifications as described in the functional and technical descriptions that can be found on the [MeterInsight website](#) under "Platform" and then "Help Center", then MeterInsight will repair the defect free of charge.

- 3.5. The costs associated with resolving incidents caused by defects in the software will be borne by MeterInsight with due observance of the provisions of Article 5 - Cooperation Of The Customer.

Article 4-Updates and upgrades

- 4.1. MeterInsight will regularly perform software updates. These updates introduce new features, make improvements to functionality, or fix known bugs in the software. Users will not notice this in their daily work and there will be no platform downtime due to updates.
- 4.2. MeterInsight will notify the customer via the improvements list on the platform if a change has taken place or new functionality has been added. This is accessible within the MeterInsight energy management platform via the improvements module at the top right under the gift icon ².

Article 5 - Cooperation Of The Customer

- 5.1. The customer is obliged to establish, maintain and carry out adequate procedures and control mechanisms, taking into account the nature and extent of the interests of the use, in order to prevent damage as a result of any irregularities.
- 5.2. The customer shall ensure that its staff are adequately trained and informed about the operation of the services provided by MeterInsight. MeterInsight will provide the customer with documentation for users for the purpose of staff training. At the request of the customer, MeterInsight can additionally provide group training to the customer's staff.
- 5.3. In particular, the customer shall ensure adequate information and contractual agreements with external users on the use of the software and the related services of MeterInsight, at the time that these users perform actions that also use the software.
- 5.4. To retrieve measurement data, MeterInsight always requires a (digitally) signed authorization from the owner of the data. The customer is responsible for requesting this (digitally) signed authorization from his customer(s) or the owner of the data and delivering it to MeterInsight. In the event of changes in data and permissions, the customer is responsible for passing these on to MeterInsight. The customer is responsible that these Authorization(s) are also in MeterInsight energy management.

² <https://portal.meterinsight.com/improvements>

Article 6-intellectual property

- 6.1. All intellectual (property)rights to all software delivered or made available to the customer on the basis of this agreement, including updates thereto and/or other materials such as analyses, designs, documentation, reports, quotations, and also preparatory material thereof, rest with MeterInsight or its licensors. The customer only obtains the rights of use. A right of use to which the customer is entitled is non-exclusive, non-transferable, non-lienable and only sublicensable if a written express permission from MeterInsight has been requested and given.
- 6.2. The customer is not permitted to remove or change any indication of copyrights, trademarks, trade names or other intellectual property rights from the software and other materials, including an indication of the confidential nature and secrecy of the software and/or other materials.
- 6.3. MeterInsight may take technical measures to protect the software and other materials. If MeterInsight has secured the software and/or other materials by means of technical protection, the customer may not remove or evade this security.
- 6.4. MeterInsight guarantees that the granting of user rights to the customer as referred to in this agreement does not conflict with any (intellectual property)rights of third parties.

Article 7 – Provision Of Information

- 7.1. If there is an incident, MeterInsight will regularly, when necessary and/or when there is a reason, in the opinion of MeterInsight, provide information to the customer about the progress of the solution with regard to the incident. At the request of the customer, MeterInsight will always provide information about the progress or the approach to an incident.
- 7.2. Periodically, usually quarterly, an evaluation meeting is planned between the parties in which the results of the use of the software by the customer, from the past period, are discussed and any new agreements are made on the use of the software and, if applicable, incorporated into an addendum that will be an integral part of this agreement make it.

Article 8-Guarantees

- 8.1. MeterInsight guarantees that the service is and remains in such a state that the software (as much as possible) functions without interruptions and the number of errors is limited according to the standards described in our Information Security Management System (isms), in accordance with the ISO 9001 and 27001 standard (certification issued by KIWA on February 24, 2023).
- 8.2. MeterInsight guarantees that it has implemented an adequate control system in order to comply with the obligations under this agreement regarding quality assurance and availability.

- 8.3. The customer guarantees that the goods, which are owned by MeterInsight or its supplier, which are placed on location or placed under the management of the customer, will be handled carefully and as a good administrator.
- 8.4. Based on the information provided by MeterInsight about the measures to prevent and limit the consequences of malfunctions, defects in the service, loss of data due to incidents other than the aforementioned, the customer will identify the risks for its own organization and, if necessary, take additional measures.
- 8.5. The parties agree that in the event of a dispute between the parties about the execution of the agreement, it will not be discontinued, so as not to unnecessarily prevent the good progress, unless the nature of the dispute is such that continuation of the agreement may not reasonably be required from the customer or MeterInsight. The parties will notify each other immediately, if this is the case, and will consult and act in accordance with the provisions of this agreement on termination of the agreement.

Article 9-Helpdesk

- 9.1. For the execution of the work and resolution of incidents, MeterInsight will use helpdesk employees with an appropriate level of expertise and experience.
- 9.2. The MeterInsight helpdesk is available on weekdays between 9.00 and 17.00. The help desk is closed on weekends and on nationally recognized holidays.

Article 10-Privacy and data processing

- 10.1. If MeterInsight processes personal data for the customer in the context of the service provision, the processing will take place in accordance with the General Data Protection Regulation and related or subsequent legislation, and also with the provisions of the processor agreement concluded between the parties, which Appendix 1: processor agreement this Agreement and by the parties to this agreement is also entered into.
- 10.2. If any part of the processor agreement deviates from a provision in this agreement, the provisions of the processor agreement shall prevail.
- 10.3. All obligations of MeterInsight arising from this article and the processor agreement also apply to those who process personal data under the authority or in the service of MeterInsight.
- 10.4. Any breach of security that leads to the destruction, loss, alteration or unauthorized disclosure of or unauthorized access to transmitted, stored or otherwise processed personal data will be immediately reported by MeterInsight to the customer and the competent authority in the event of data leaks.

Article 11-Security

- 11.1. Employees of the parties shall only have access to the systems relating to the software, when authorised by the competent officials of the parties.
- 11.2. MeterInsight ensures that the customer only has access to his / her own environment including all data and user management.
- 11.3. The customer is responsible for the operational management of the authorization for access to the systems belonging to the software. The customer has the possibility to give users access to its own protected environment.
- 11.4. The customer is liable for the consequences of the actions of persons whom the customer provides access to the software by granting authorization.
- 11.5. MeterInsight is responsible for detecting (attempts at) unauthorized access to the software. MeterInsight will take the necessary measures to minimize any damage and try to prevent recurrence.
- 11.6. MeterInsight automatically checks software for security vulnerabilities. These will be resolved as quickly as possible based on the risk level assessed by MeterInsight. These changes do not affect the use of MeterInsight energy management for the customer.
- 11.7. The parties are obliged to inform their employees or third parties hired by them of the applicable regulations on information security at the beginning of the agreement and to fully instruct them so that the regulations are correctly complied with.

Article 12-duration and termination

- 12.1. The agreement is entered into for an indefinite period and will enter into force on the date of its signing.
- 12.2. The customer is entitled to terminate the agreement with due observance of a notice period of one working day. After the cancellation date, a final settlement will follow for the last month, in which each meter is settled in proportion to the number of days. The data stream will be stopped at that time and the environment and historical measurement data will be deleted.
- 12.3. A party is entitled to dissolve the agreement with immediate effect (in whole or in part) out of court by means of a written notification to the other party, without this creating any liability towards the other party and without prejudice to any other right of the party invoking the dissolution, if one of the following circumstances occurs:

- A. A party fails to properly or timely comply with any obligation to the other party and, after setting a reasonable period for recovery, the other party remains in default;
 - B. A party has been declared bankrupt or an application has been filed with the court;
 - C. A suspension of payment has been requested by a party or, if it is provisional or not, granted to a party;
 - D. The business of a party is shut down or liquidated;
 - E. If goods of a party are seized, or if the agreement has been entered into with a natural person and this is placed under administration or guardianship.
- 12.4. A party may only, with the exception of the provisions of Artikel 13 – Exit procedure and Article 17.4, terminate this agreement if the other party, after a written notice of default in which a reasonable period is set for the purification of the shortcoming, imputable failure to perform obligations under this agreement.

Artikel 13 – Exit procedure

- 13.1. In the context of the continuity of the business operations of the customer, the parties agree that in the event of the end or termination of the agreement, the parties will consult on the possible continuation of the service by third parties.
- 13.2. MeterInsight will support the customer in a possible transition to another party and environment. MeterInsight can only make the transition to a party that has or can provide an infrastructure similar to MeterInsight's services. MeterInsight is not liable for any costs and/or damage to the customer as a result of such a transition.
- 13.3. All costs that MeterInsight must incur and are associated with the transfer to and continuation of the service by a third party are for the account of the customer, unless this cannot reasonably be expected from the customer or if MeterInsight is in default at the time of the transfer.
- 13.4. MeterInsight will provide the customer with all information, data and documentation required by the third party for the performance of the service free of charge.
- 13.5. MeterInsight will follow customer's reasonable instructions for the transfer of the services to customer or a third party. If, due to unforeseen circumstances, this transfer requires more time than the agreed notice period, then MeterInsight will continue to provide the services at the rates used by MeterInsight for a period to be determined after the expiry of the notice period of the agreement, unless this cannot reasonably be expected from MeterInsight.

- 13.6. If termination takes place on the basis of dissolution of the agreement, MeterInsight will perform the work referred to in this article at the rates used by MeterInsight, unless the dissolution is the result of a circumstance on the part of MeterInsight.
- 13.7. The parties shall, by mutual agreement, draw up a transitional arrangement setting out the timetable for the transfer or provision, as well as the tasks and responsibilities and financial consequences of both parties.

Article 14-Fees

- 14.1. The prices and rates for MeterInsight services to be provided are listed in Annex 2: prices. There is no billing based on the number of users.
- 14.2. The fee for the service is billed monthly afterwards. The invoices are based on meter numbers that come automatically from MeterInsight energy management, so the risk of errors is minimal. For the manageability of the costs, MeterInsight Energy Management uses the meter Overview page to see, per organization, how many smart meters of a certain type are available.
- 14.3. All prices and tariffs, as mentioned in Annex 2: prices, do not include sales tax (VAT).
- 14.4. If a metering company or network operator charges additional costs to MeterInsight for supplying the metering data, these will be passed on to the customer.
- 14.5. For support outside office hours, a surcharge may be charged on the standard hourly rate of € 125. After 18.00 to 22.00 that is 20% surcharge; after 22.00 to 7.00 that is 40% surcharge.
- 14.6. Maintenance of the software as used for the service is included in the fee.
- 14.7. MeterInsight is entitled to adjust the amount of the agreed prices and rates annually from 1 January of the coming year on the basis of an indexation of rates based on CBS-index dienstenprijzen groep 6202 concerning "computer consulting".
- 14.8. Increase of prices and rates by MeterInsight above the adjustment mentioned in Article 14.7, will be communicated to the customer by means of a written notification from MeterInsight in good time prior to the start of the increase. The customer can then indicate by means of a written communication whether or not he agrees with this adjustment. In the event of no negative written notification by the customer within two weeks of notification by MeterInsight of the increase, the customer shall be deemed to agree to the increase. If the customer does not agree, the provisions of Article 12.2 of this agreement apply to the customer.
- 14.9. If MeterInsight performs work at the request of the customer (custom work) outside the work under this agreement, MeterInsight will charge the customer for this work as additional work,

specified. The payment of this work is subject to the conditions as stated on the relevant invoice and the general terms and conditions of MeterInsight.

14.10. The customer shall pay invoices to MeterInsight within 14 days of receipt of the invoice.

14.11. If the customer considers that an invoice is incorrect and for that reason does not pay the amount of the entire invoice or part thereof, the parties enter into consultation on the relevant invoice. MeterInsight is entitled to interrupt its own performance under this agreement until the financial obligations have been met by the customer.

14.12. If the customer has not paid the invoice amounts due within the payment term, with the exception that he has invoked within 10 days on substantive inaccuracy of the invoice or a pending notice of default to MeterInsight, the customer will be in default without any notice of default being required. If the customer continues to fail to pay the outstanding amount, MeterInsight is entitled to take collection measures. The costs of this will be recoverable from the customer. The customer will then owe the statutory interest on the outstanding amount. MeterInsight will also claim compensation for the extrajudicial collection costs. MeterInsight is entitled, in the event of permanent negligence on the part of the customer to pay, to stop/interrupt its own services under this agreement until the moment of full payment by the customer (this includes any costs to be incurred by MeterInsight for collection measures).

Article 15-Liability

15.1. The party that imputably fails towards the other party and/or acts unlawfully towards the other party is liable for compensation for the damage suffered and/or to be suffered by that party.

15.2. The liability due to an attributable shortcoming in the performance of the agreement or for any other reason, is limited to compensation for direct damage up to a maximum of the total compensation (excl. VAT) paid over the previous 12 months, and in any case up to the maximum amount that the insurer actually pays to the relevant party, excluding any deductible.

15.3. The liability of the parties for indirect or consequential damage is excluded.

15.4. Parties can only claim compensation for their damage as referred to in Paragraph 1 if the injured party defaults on the defaulting or unlawfully acting party and the latter party has not acted within the prescribed period to comply or remedy the unlawful situation. The obligation to give notice of default lapses if fulfilment or repair is permanently impossible.

15.5. The limitation of Liability set out in Paragraph 2 of this article shall lapse where:

A. The damage was caused by violation of intellectual property rights;

- B. The damage is caused by intent or gross negligence of the negligent/wrongfully acting party;
- C. The damage results from claims by third parties as a result of death or injury.

Article 16-Indemnities

- 16.1. MeterInsight undertakes to indemnify the Customer against claims by third parties on the basis of infringement of intellectual property rights claimed by those third parties with regard to the services provided, unless the infringement has arisen through the fault of the customer.
- 16.2. The customer indemnifies MeterInsight against all claims of third parties with regard to the processing of data provided by the customer or on behalf of the customer, including personal data. The customer is responsible for the content of the data.

Article 17-Force Majeure

- 17.1. MeterInsight is not obliged to fulfill any obligation under the agreement if it is permanently or temporarily, completely or partially prevented as a result of force majeure.
- 17.2. Force majeure means all causes that prevent, foresee or do not foresee the (further) fulfillment, including the inadequate fulfillment, of MeterInsight's obligations under the agreement, and which cannot be attributed to MeterInsight.
- 17.3. As long as the force majeure situation continues, the obligations of the other party will be suspended. However, this suspension will not apply to obligations to which the force majeure does not apply and which have already arisen before the occurrence of the force majeure situation.
- 17.4. If a force majeure situation lasts longer than 3 months, or as soon as it is established that the force majeure situation will last longer than 3 months, each of the parties is entitled to terminate the agreement prematurely with immediate effect in writing, unless the nature or extent of the shortcoming does not justify the early termination. What has already been performed under the agreement will be settled proportionally in the event of early termination.
- 17.5. If a party uses data communication lines, for example Microsoft Azure, its risk is limited to the guarantees and liabilities that the MeterInsight Network party provides and covers in this regard, unless the liability lies with the responsible party due to demonstrable incorrect actions of one of the parties.

Article 18-Transfer

Parties are not permitted to transfer the rights under this agreement to (a) third party(s) without the prior written consent of the other party.

Article 19-Confidentiality

- 19.1. The parties impose on each other the obligation to prevent confidential information of one of the parties from coming to the knowledge or into the hands of third parties. One and the other does not apply if the disclosing party proves that certain information is already publicly known or was in its possession, other than by violation of this obligation of confidentiality.
- 19.2. Each of the parties shall ensure that employees and/or third parties involved in the work are contractually obliged to maintain confidentiality with regard to what is stated in this article.

Article 20 - other provisions

- 20.1. Notifications that the parties will make to each other under this Agreement shall be made in writing.
- 20.2. Any verbal commitments and agreements have no effect unless they have been confirmed in writing by a party.
- 20.3. All services of MeterInsight are performed on the basis of an effort commitment, unless and insofar as MeterInsight has expressly promised a result in the agreement and the respective result is also described with sufficient certainty in the agreement.
- 20.4. Failure by a party to exercise any right or remedy shall not constitute a waiver of such right or remedy.
- 20.5. Provisions that by their nature are intended to continue even after the termination or termination of the agreement remain in force.
- 20.6. MeterInsight may only mention the customer as a customer reference after explicit permission on the [MeterInsight website](#) and via (social) media channels such as LinkedIn. If, despite permission, the customer still objects to use as described above, MeterInsight will remove this reference.

Article 21-effects of nullity or voidability

If any part of the agreement is void or voidable, this shall not affect the remaining provisions of the agreement. In that case, a provision that is invalid or voidable will be replaced by a provision that comes closest to what the parties had in mind at the time the agreement was concluded.

Article 22 – general terms and conditions

This agreement is governed by the MeterInsight terms and conditions, which can be found in the footer of the [MeterInsight website](#).

Article 23 - applicable law and jurisdiction

23.1. This agreement is exclusively governed by Dutch law.

23.2. All disputes arising out of or in connection with this Agreement shall be submitted to the competent court in the Netherlands.

THUS AGREED AND SIGNED:

Norbert Huurnink
Owner
MeterInsight

Date

Date

Annex 1: Processor Agreement

THE UNDERSIGNED SHALL CONSIDER THE FOLLOWING:

- A. In the context of this agreement, the terms "Data Subject", "Personal Data", "Processor" and "controller" are used, in accordance with the meaning given to them in the General Data Protection Regulation (GDPR). Processor and controller are hereinafter jointly referred to as parties;
- B. The controller has personal data at his disposal;
- C. The controller has entered into an agreement with the processor to provide the controller with a license to use the MeterInsight energy management software platform, which is provided via a software-as-a-service Cloud platform;
- D. For this purpose, an agreement called Service and license agreement has been concluded between the controller and the processor, of which this processor agreement is an inseparable part after entering into this;
- E. In the context of this agreement, the controller and processor wish to record their obligations with regard to the processing of data in this processor agreement;
- F. In addition to personal data, company data of the controller and its customers/suppliers will also be stored and processed by the processor;
- G. In the processing of data by the processor, its privacy policy as laid down in the Privacy Statement of the processor applies and the systems and Sub-Processors with which data is stored and shared by the processor are inseparable part of this processor agreement;
- H. The following personal data of users of the software platform MeterInsight Energiemanagement and customers of these users, (can) be stored and processed by the controller and can thereby be viewed and/or processed by the processor whether or not via System Access and data transfer:
 - Measurement data of smart and analog meters, including address data of buildings(Street, house number, zip code, city);
 - First name, last name, email address, company name.

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

Article 1-Role Of Controller-Processor

- 1.1. The controller gives the processor the opportunity to carry out processing operations with regard to personal data that result from the provision and licensing of the service offered by the processor, namely MeterInsight energy management.
- 1.2. The controller shall ensure that only those data that are actually important for the execution of and are a consequence of the use of the service agreed with the processor will be provided to the processor.
- 1.3. The processor will only use the personal data for the purpose of monitoring consumption and will not use this personal data for purposes other than these.
- 1.4. Employees of the processor, or third parties engaged by him in the context of the assignment, only have access to the personal data insofar as relevant to the work to be carried out by them and only carry out actions on the personal data in this light.
- 1.5. The processor does not make its own decisions:
 - A. The use of the data provided to the processor;
 - B. The provision to third parties, and
 - C. The duration of the storage of data made available to the processor by the controller for processing.

Article 2 - processing of data

- 2.1. The processor has no independent control over the data and will only process the data for the purposes included in this Agreement and according to the provisions in the Service and license agreement.
- 2.2. The processor will not make any other copies of the data than is strictly necessary for the purposes set out in this agreement.
- 2.3. The processor shall not use production data of the controller for testing purposes unless the processor has received prior written consent from the controller.
- 2.4. The processing of data takes place within the European Union and by legal entities that are exclusively subject to European law.
- 2.5. The address where the processing takes place is: Reykjavikstraat 1, 3543 Kh Utrecht.

- 2.6. In the event of a request by a data subject to exercise his rights (requesting, correcting, supplementing, changing, deleting or blocking or transferring data) to the controller, full and direct cooperation will be provided if requested by the processor.

Article 3-engaging third parties

- 3.1. The processor is only entitled to outsource all or part of the execution of work, where possible access to processed personal data may be involved, to third parties after prior written consent of the controller.
- 3.2. The controller may attach to the 3.1 conditions in the field of confidentiality and for compliance with the obligations under this processor agreement.
- 3.3. In the aforementioned cases, the processor remains the point of contact and responsible for compliance with the provisions of this processor agreement at all times.

Article 4-Security

- 4.1. The processor will ensure appropriate technical and organizational measures to protect data against loss or against any form of unlawful knowledge or processing of this data. These measures guarantee, taking into account the state of the art, an appropriate level of security in view of the risks involved in the processing and the nature of the data to be protected. The same measures are expected from the controller as apply to the processor and to the extent included in this provision.
- 4.2. The processor has in any case taken the following measures:
- A. Encryption (encryption) of at least the special personal data in digital files;
 - B. Use 2 factor authentication when accessing the data;
 - C. Use a strong password (12 characters with at least, 1 punctuation mark, 1 capital letter, 1 number and different from other passwords);
 - D. Saving passwords in the browser is not allowed;
 - E. The use of a password tool is permitted, provided that it can be considered secure.
 - F. With system access, copying to your own disk / Cloud / devices / et cetera is not allowed;
 - G. Security of (network)connections via Secure Socket Layer (SSL) or equivalent technology;
 - H. A burglary-resistant safe or other similar facility for storing analog files with personal data.

- 4.3. All events that may affect the availability, integrity or confidentiality of the processed data for the benefit of the controller, including any breach in connection with personal data as defined in the GDPR, which have consequences or possible consequences for the data subject(s) must be notified to the controller within 24 hours after discovery of the incident be reported. Where necessary, the processor will also cooperate in adequately informing the data subject (s), but the direction for this lies with the controller.
- 4.4. Data that is no longer necessary for the execution of the agreement must be deleted immediately by the processor in such a way that it is no longer reproducible, with the exception of the data that is necessary to comply with the legal requirements for legal obligations (e.g. taxation).
- 4.5. After the end of the agreement with the processor, all data relating to the assignment and obtained for it or as a result must be transferred to the controller.

Article 5-Duty Of Confidentiality

- 5.1. The processor obliges the persons who are in its service or (third parties who) perform work for it to maintain confidentiality with regard to all data that they can become aware of with regard to the implementation of this agreement. The controller is expected to take the same measures with regard to confidentiality as apply to the processor and insofar as this provision is included.
- 5.2. The processor shall immediately inform the Controller of any request for knowledge, provision or other form of communication of the data in violation of the duty of confidentiality.

Article 6-insight into data processing

- 6.1. The processor is obliged to carry out an inspection or audit in the organization of the processor at the request of the controller, to determine whether the processing of the personal data complies with the law and the agreements from this processor agreement and the Service and license agreement. The processor will cooperate in this, including granting access to buildings and databases and making all relevant information available. The same cooperation with regard to an inspection or audit is expected from the controller as applies to the processor and to the extent included in this provision, if the processor so requests.
- 6.2. The costs for the execution of this audit will be borne by the processor if it appears that the processor does not comply with the obligations in this processor agreement. In the case of an audit with the controller, the costs for the implementation of this audit will be borne by the controller, if it appears that the controller does not comply with the obligations in this processor agreement.

- 6.3. If during an inspection or audit it is determined that the processor does not comply with the provisions of this processing agreement, the processor will take all reasonably necessary measures to ensure that it still complies with this. If, during an inspection or audit, it is determined that the controller does not comply with the provisions of this processing agreement, the controller is in turn expected to take all reasonably necessary measures to ensure that it still complies.
- 6.4. If one of the parties, whether or not after an inspection or audit, considers that a change in the security measures to be taken is necessary, the parties shall consult on the change thereof. The costs for changing the security measures are borne by the person who incurs the costs.
- 6.5. This provision does not affect the other rights of the controller, including those for compensation.

Article 7-Indemnification

The processor shall indemnify the controller against all claims by third parties, including data subject(s), which may be brought against the controller due to a violation of the GDPR or other applicable laws and regulations on the processing of personal data attributable to the processor or a sub-processor(s) engaged by it.

Article 8-measures and fines

If the Supervisory Authority (Autoriteit Persoonsgegevens) imposes a measure or fine on the controller in the context of its task as an enforcer and if the cause for the imposition of the measure or fine is due to the non-compliance by the processor with the agreements made in this processing agreement, the controller may charge all costs for this measure or stories about the processor. The controller also has the right to terminate the agreement to which this processing agreement forms part in the above situation with immediate effect without the processor being able to claim any form of compensation.

Article 9-Change Agreement

- 9.1. If changes occur in the processing of personal data or changes in the reliability requirements give rise to this, the parties will discuss the adjustment of this processing agreement.
- 9.2. Amendments to this agreement can only be made in writing through a proposal agreed by both parties.

Article 10-Final Provisions

- 10.1. This agreement is governed by Dutch law.

- 10.2. The term of this processor agreement is equal to that of the service and license agreement with MeterInsight, of which this processor agreement is part. If that Service and license agreement ends, then this processor agreement also ends.
- 10.3. This processing agreement comes into force after signing by both parties.
- 10.4. As soon as the present agreement ends, the processor will immediately – and without the need for the controller to ask for it – provide the controller with already processed data.
- 10.5. In the event of disputes arising from this agreement, the parties will try to resolve them initially by mutual agreement.
- 10.6. If it proves impossible to resolve a dispute by mutual agreement, the dispute will be settled by the competent court, for the place of business of the processor.

Annex 2: Tariff Sheet 2026

Products and rates (per meter per month)

Product	analog	small consumption	large consumption	inactive
Energy Management up to 2,000 smart meters	€ 0.52	€ 3.12	€ 3.12	€ 0.26
energy management >2,000 smart meters	€ 0.52	€ 2.08	€ 2.08	€ 0.26
Energy Datahub (API) (no scale) *	€ 0,52	€ 1,04	€ 2,60	€ 0,26

* Energy Datahub (API) is included with Energy Management (no additional cost).

Definitions and calculation rules

- Meters without measurement data are not charged.
- All smart meters via EDSN are low consumption. All other smart meters (incl. intermediate meters and data loggers).
- BPM meter counts as an additional meter in addition to the main connection. ODN meter only counts if there is no LDN meter.
- Scale discount (>2,000 smart meters) only applies to active smart meters (not analog or inactive meters).
- No monthly invoices at less than 11 smart meters, these are considered free demo/introduction.
- Indexation: amounts are adjusted annually according to CBS-Index service prices, group 6202 ("computer consulting").

Additional costs (per meter per month) *

- Anexo: € 20,24
- Inches: € 12,50

* Rates 2025. These costs are invoiced by the measuring company directly to the end customer (not via MeterInsight).

Other information

- All amounts are exclusive of VAT.
- Version 1.00, last modified on december 1, 2025.