

## General Data Processing Terms and Conditions of Dicomlab Dental

Dear user and partner, we kindly inform you that by using the SMART Guide system you are subject to the data processing terms of Dicomlab Dental Kft. (hereinafter: "**Dicomlab Dental**") which you find the below (hereinafter: "**general data processing terms and conditions**", "**terms**" or "**GDP**"). Please read the present document carefully because these terms and conditions govern the data processing activity of Dicomlab Dental for you and your users benefit.

Both Dicomlab Dental, you and your company are subject to the data processing's concerning the SMART Guide system. Dicomlab Dental emphasizes full compliance with the highest personal data safety regulations. Accordingly Dicomlab Dental is fully compliant with the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, "**Regulation**" or "**GDPR**").

The GDPR sets out for all the companies who process personal data and are involved in data processing with other companies or entities to contractually define their responsibilities regarding the processing of personal data. To fulfill this legal obligation Dicomlab Dental has drafted this general data processing terms and conditions which defines the rights and obligations of Dicomlab Dental as the data processor and you as the data controller concerning the data processing in connection with SMART Guide. In these general data processing terms and conditions Controller means You, and Dicomlab Dental means Dicomlab Dental.

Accordingly, as a user of SMART Guide please read these general terms and conditions carefully as they are binding to your company.

### Definitions

**„personal data“**: means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**„controller“**: means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;

**„processor“** or **„Dicomlab Dental“**: means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

**„Dicomlab Dental employee“**: any person who is employed by Dicomlab Dental or who is engaged in any another employment like relationship with Dicomlab Dental, or in any other relationship with Dicomlab Dental that involves this person in data processing as defined in these terms;

„**representative**”: means a natural or legal person established in the European Union who, designated by the controller or processor in writing, represents the controller or processor with regard to their respective obligations under the GDPR;

„**automated decision-making**”: means a decision making which is based on the data subject’s personal information and the decision is made solely through automatized data processing;

„**profiling**”: means any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyze or predict aspects concerning that natural person’s performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements;

„**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;

„**erasure**” or „**deletion**”: making data unrecognizable in a way that it is completely unrestoreable.

### **Role of contracting parties under these terms**

Dicomlab Dental is a company that provides an online dental technician platform called SMART Guide and additional services. Dicomlab Dental offers more than just a technical solution. The SMART Guide is a complex, innovative, controlled oral surgery system relying on dental implantation technology that consists of interconnected dental technical products and services that facilitate the performance of dental implantation interventions. The basic idea of the SMART Guide system is that the dentists can plan dental surgeries easier and more accurately based on the images of the set of teeth of the patients if the SMART Guide system tools are used for the job.

#### **Dicomlab Dental Kft.**

6726 Szeged, Szent Györgyi Albert utca 2. Hungary

Email: [info@dicomlab.com](mailto:info@dicomlab.com)

Website: <https://www.dicomlab.com>

Data Controller is any company that uses the SMART Guide service and has concluded a Service Agreement with Dicomlab Dental (hereinafter: “**Agreement**”).

Data Controller and Dicomlab Dental are the Parties of these terms.

### **Scope of these Terms and Data Processing**

Parties set out to fully comply with the principles, guidelines and provisions of The Data Protection Act of 1998 (hereinafter: „**The Act**” or „**DPA**”) and the GDPR and Exercise their rights and fulfill their obligations in connection with the obtained personal data under this agreement. Parties set out in these terms the applicable regulations which govern the data processing activity of Dicomlab Dental. Also the Controller orders Dicomlab Dental to perform the data processing activities stipulated in these terms. During the performance of

these activities Parties emphasize to protect the privacy of individuals and to safeguard the security of their personal data.

These terms were drafted to regulate data processes necessary for the services of SMART Guide. These data processes are further described on [dicomlab.com](http://dicomlab.com) and in Dicomlab Dental's Privacy Policy.

Dicomlab Dental may not use the personal data obtained under these terms for other purposes than which were communicated to the data subjects, or the purposes the data subjects consented to, or purposes set out in these terms, or by law, regulation, or public authorities. Should Dicomlab Dental violate these prior provisions that shall constitute a breach of these terms and legal infringement. In this case the Controller may terminate these terms and Dicomlab Dental shall be fully liable for the breach and its consequences.

### **Rights and Obligations of the Parties**

During the fulfillment of parties' obligations under the Agreement, with special regards to the data subjects' (users') rights, all obligations set out in the Regulation and these terms for the data Controller shall also apply to Dicomlab Dental, as the data processor to the extent necessary, unless the parties or these terms describe otherwise. For example should the data subject request the Controller the erasure of his or her data, then both the Controller and Dicomlab Dental are obliged to delete the data subject's personal data.

During the fulfillment of these terms, all personal data and information that obtained by Dicomlab Dental shall only be used and processed on behalf and in connection of the Controller. Dicomlab Dental is obliged to constantly fulfill all requirements set out by the Controller as well as to uphold the data security provisions.

Dicomlab Dental is required to only employ professionals with the necessary skills and experience during the fulfillment of the provisions of these terms. Dicomlab Dental shall also fully educate and inform its employees concerning the applicable regulations, the provisions of these terms, the goals of the data processes and the method of data processing.

### **Cooperation and Information Obligation of the Parties**

Parties are mutually obliged to co-operate and inform each other concerning the cooperation and obligations of the Parties under these terms, and concerning all relevant information, circumstance and issue thereof. Accordingly, the Parties have to inform each other within 5 workdays about all such relevant information listed above.

Should a circumstance arise that prevents Dicomlab Dental from the compliance of its information obligation in time, then Dicomlab Dental shall immediately – but no later than in 5 workdays – inform the Controller about the delay, the circumstance and date expected timeframe for the fulfillment of its information obligation.

Dicomlab Dental shall make available to Controller all the information necessary for the fulfillment of these terms and the proof of fulfillment of these obligations. Dicomlab Dental

also enables and facilitates the audits and inspections of the Controller or an appointed supervisor of the Controller, including ground inspections.

Both Controller and Dicomlab Dental – and if required, their representatives – shall cooperate fully with the Supervisory Authority (Information Commissioner's Office, hereinafter: **ICO**) during the fulfillment of these terms.

If not otherwise agreed, Dicomlab Dental is obliged to inform Controller of all relevant measures taken in connection with these terms, and also give proof to the measure taken or obligation fulfilled, in order to comply with the accountability principle of the Regulation.

### **Right to Instruct and Decision-Making**

Dicomlab Dental shall fulfill these terms according to Controller's instructions.

The Controller is responsible for the lawfulness of its instructions regarding data processing tasks. However Dicomlab Dental shall immediately notify the Controller, if according to Dicomlab Dental's opinion the Controller's instructions are in violation of these terms, the Regulation or any other applicable regulation, or law, or if the Controller gives unpractical or unprofessional instructions. Should Controller uphold these instructions despite Dicomlab Dental's prior warning, Dicomlab Dental may cancel the Agreement, and these terms, or may perform the task according to Controller's instructions exclusively at Controller's risk. Dicomlab Dental shall refuse to perform Controller's instructions, if the performance of these instructions would lead to the violation of legal regulations or regulatory decisions, or risk the integrity or wealth of others.

Dicomlab Dental may not make relevant decisions in connection with the data processes, and may only process the personal data obtained in connection the fulfillment of the Agreement exclusively according to the instructions of the Controller, shall store and safeguard the personal data according to the highest level possible. Dicomlab Dental may only perform data managing and processing tasks which are required for the fulfillment of these terms and the data processes.

According to the Agreement, Dicomlab Dental may use the personal data obtained in connection the fulfillment of the Agreement to improve SMART Guide and it's services for the benefit of the Controller and the data subjects.

### **Right to Inspect**

Controller may inspect the fulfillment of these terms by Dicomlab Dental. Dicomlab Dental's consent is not required for Controller to exercise the right to inspect. However the Controller may only exercise its right of inspection, if the Controller has notified Dicomlab Dental in writing at least 5 workdays before the inspection. The right for inspection may be exercised during the workdays and work hours of Dicomlab Dental.

Based on the right of inspection Controller is entitled to enter Dicomlab Dental's premises, inspect the data processing records and documents, ask questions from employees

performing data processing, and perform any other acts that may be necessary for the inspection of the data processing in accordance with these terms and the legal regulations.

### **Sub-Data Processors**

Dicomlab Dental may only employ a third party data processor, if Dicomlab Dental informs the Controller about the involvement of a third party data processor prior to the involvement of this third party data processor. However if the Controller rejects the involvement of the third party data processor within 5 workdays from Dicomlab Dental's notification, than Dicomlab Dental may not involve this third party data processor into the data processes under these terms.

Should Dicomlab Dental employ a third party data processor in the fulfillment of these terms, than Dicomlab Dental is liable for the third party data processor performing its tasks in accordance with these terms, the Regulations and other legal regulations. Dicomlab Dental is required to inform the third party data processor about its obligations under these terms and to conclude a data processing contract with the third party data processor in writing or in electronic form, in which the terms of data processing are as strict as in these terms. Also the third party data processor shall provide ample guarantees to provide all necessary technical and organizational requirements in order for the data processing to comply with these terms and the Regulation.

In case the third party data processor does not perform its obligations regarding data processing or data security, Dicomlab Dental is fully responsible for the actions of the third party data processor and the performance of their obligations towards Controller. Dicomlab Dental is fully liable for all damages arising from the employment of a third party data processor.

Dicomlab Dental informs the Controller about the co-data processor:

Modern Dental Europe BV

Seat and mailing address: Flemingweg 14 2408 AV Alphen aan den Rijn, Netherlands  
Representative of Modern Dental Europe: Torsten SCHWAFERT

### **Informing the Data Subjects on Data Processing and Consent to Data Processing**

Where personal data has been obtained directly from the data subject, than no later than at the time of obtaining the personal data, the data subject shall be informed about all the information concerning the data processing listed in **Appendix 1**. Where personal data have not been directly obtained from the data subject, then the data subject shall be informed about all the information concerning the data processing listed in Appendix 1. a) within a reasonable period after obtaining the personal data, but at the latest within one month; b) if the personal data are to be used for communication with the data subject, at the latest at the time of the first communication to that data subject; or c) if a disclosure to another recipient is planned, at the latest when the personal data are first disclosed.

The above described obligation to inform the data subjects on the data processing (hereinafter: "**information obligation**") is the obligation of the Controller, unless the Parties

have agreed otherwise. Therefore Dicomlab Dental shall provide to the Controller all the relevant information without delay, correctly and according to these terms and the Regulation about Dicomlab Dental, and Dicomlab Dental's data processing concerning the SMART Guide system. These relevant information shall mean all the required information in Appendix 1.

According to the Regulation the data subjects of the Controller need to consent to the data processing of Dicomlab Dental described in Dicomlab Dental' Privacy Policy (hereinafter: "**consent**"). However only the Controller is in direct contact with the data subjects. And Dicomlab Dental is not in direct contact the data subjects. Since the SMART Guide system requires the use of the data subjects' personal data, therefore the consent of the data subjects need to be obtained by the Controller from the data subjects for Dicomlab Dental. The data subjects need to be informed about the data processing of Dicomlab Dental and Dicomlab Dental' Privacy Policy. The consent of the data subjects need to be obtained by the Controller prior to the commencement of the data processing of Dicomlab Dental in relation to the data subjects' personal data. The obtainment of the data subjects' consent is the responsibility and liability of the Controller. Controller shall immediately inform Dicomlab Dental on the refusal of the data subjects to give consent for Dicomlab Dental's data processing.

However if – upon the agreement of the Parties – the information obligations, or the obtainment of the consent shall be the obligation of Dicomlab Dental, instead of the Controller, then Dicomlab Dental is required to immediately inform Controller about the fulfillment of the information obligation or the obtainment of the consent of the data subjects and provide proof confirming the fulfillment of this obligation to the Controller.

### **Rights of Data Subjects**

The data subjects are entitled to the following rights with concerning the data processing of SMART Guide: right of information, right for access, right to rectification, right to erasure, "right to be forgotten", right to restriction of processing, right to objection, right to data portability, right to revoke consent, right to complaint, right for judicial remedy (hereinafter: „**data subjects' rights**" or "**rights of data subjects**").

Parties are mutually obliged to ensure that the data subjects are able to exercise their rights regarding data processing on the highest level, in accordance with these terms, the Regulation and all applicable legislation. Accordingly for safeguarding the rights of data subjects the Parties set out to cooperate with each other, the data subjects, the supervisory authority (ICO) and third parties, with special regard to the following.

With regards to the above Parties agree that all information, assistance or other steps necessary for the data subjects to exercise their rights shall be performed by Dicomlab Dental within 10 days. Should Dicomlab Dental be unable to perform its associated duties in time, than Dicomlab Dental shall immediately – but no later than within 3 days – inform the Controller of the delay and the expected duration of the performance of Dicomlab Dental's associated duties. However Dicomlab Dental shall perform its associated duties no later than within 20 days.

The Controller shall inform all involved entities – including Dicomlab Dental – if personal data is rectified, erased or restricted. Involved entities shall mean any entity that received the personal data, unless informing is impossible or would take disproportionate effort.

### **Right to Information and Right of Access**

The Controller shall take appropriate measures to provide all the information and communication stipulated in Articles 13-22. and 34. of the Regulation concerning the data processing to the data subjects in a concise, transparent, easily understandable and accessible form, using clear and plain language, in particular for data subjects who are younger than 16 years (children). On the data subject's request the Controller shall forward a copy for the data subject of the data subject's processed personal.

The information shall be provided in writing, or by electronic means. Where the data subject has submitted the his request by electronic form, than the information shall be provided in widely used and popular formats to the data subject, therefore in such case Dicomlab Dental shall also provide the required information to the Controller in such way and means.

The information shall be provided to the data subject for free, without any charges of fees, therefore Dicomlab Dental may not charge the Controller for providing the requested information. However should the data subject request more copies, the Controller may charge the data subject with a reasonable fee to compensate for administrative costs. Accordingly in this case Dicomlab Dental may also charge the Controller with a reasonable fee to compensate for administrative costs.

Where the Controller has reasonable doubts concerning the identity of the natural person making the request on behalf of the data subject, the Controller may request additional information necessary to confirm the identity of the data subject.

### **Right to Rectification and Right to Erasure („Right to Be Forgotten”)**

The data subject shall have the right to have his/her inaccurate personal data rectified without undue delay by the Controller. Taking into account the purposes of the processing, the data subject shall also have the right to have incomplete personal data completed.

The data subject shall have the right to have his/her personal data erased without undue delay by the Controller. Also Dicomlab Dental shall personal erased the personal data of the data subject without undue delay where one of the following grounds set out in Article 17 of the Regulation apply, especially if: a) the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; b) the data subject withdraws consent on which the processing is based (and data processing was based on the subject's consent), and where there is no other legal ground for the processing; c) the data subject objects to the processing and there are no overriding legitimate grounds for the processing; d) the personal data have been unlawfully processed; etc.

Parties are not obliged to erase data if an obstacle to erasure exists. The obstacles to the erasure are listed in Article 17 (3) of the Regulation.

Where the Controller or Dicomlab Dental has made the personal data public and is obliged to erase the personal data, the Controller, taking into account of the available technology and incurring cost of implementation, shall take reasonable steps – including technical measures – to inform the data processors of the personal data on that the data subject has requested the erasure of the personal data, hence any links to, or copy or replication of, those personal data shall be erased without undue delay.

### **Right to Restriction**

The data subject shall have the right to have the processing of his/her personal data restricted without undue delay by the Controller under the circumstances set out in Article 18 of the Regulation, and especially if: a) the accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data; b) the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead; c) if the Controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims; or d) the data subject has objected to processing pursuant to Article 21 (1) of the Regulation. In this case the restriction is applicable for the term necessary to determine whether the legitimate grounds of the Controller for the processing of the data override the interests of the data subject.

Where data processing has been restricted according to the above, such personal data shall, with the exception of storage, only be processed with the data subject's consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the European Union or of a Member State.

A data subject who's personal data has been restricted processing pursuant to the provisions above shall be informed by the Controller before the restriction of processing is lifted.

### **Right to Data Portability**

In compliance with Article 20. of the Regulation the data subject shall have the right to receive the personal data concerning him or her, which he or she has provided to a Controller, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the Controller to which the personal data have been provided, if the processing is based on consent, and the processing is carried out by automated means.

As the subject has the right to request the direct transmission of his or her personal data between data controllers, Dicomlab Dental may be required to directly transmit the subject's personal data to the data controller designated by the data subject. In case the right to data portability is exercised the subject's data must only be deleted concurrently with its transmission, if the data subject's requests the subsequent deletion of the personal data also.

### **Right to Object**

The data subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based on point (e) (data processing for public interest) or (f) (data processing in necessary for the purposes of the legitimate interests) of Article 6(1) of the Regulation, including profiling based on those provisions.

In case the right to object is exercised the Controller shall no longer process the personal data, unless the Controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims.

Where personal data is processed for direct marketing purposes, the data subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing. Where the data subject objects to processing for direct marketing purposes, the personal data shall no longer be processed for such purposes.

### **Automated Individual Decision-Making and Profiling**

The data subject shall have the right not to be subject to a decision-making based solely on automated processing - including profiling – which produces legal effects concerning him or her or similarly significantly affects him or her.

Therefore in case of automated decision-making, the data Controller shall implement suitable measures to safeguard the data subject's rights and freedoms and legitimate interests, at least the right to obtain human intervention on the part of the controller, to express his or her point of view and to contest the decision.

### **Remuneration and Costs**

Unless otherwise stipulated by the Parties, the Controller has no obligation to pay under the present contract for the data processing services of Dicomlab Dental set out in these terms, as the present contract and its obligations to the Parties are subject to the Regulation or other legislation. In regard to the foregoing, the parties are to bear their own costs in connection with the processing of data and, they are not entitled to any reimbursement of costs towards one another.

If Parties would set out that Dicomlab Dental is entitled to remuneration for the data processing services set out in these terms, than the amount of remuneration is stipulated in **Appendix 3** to these terms.

### **Damages and Liability**

All controllers involved in processing of personal data shall be liable for any damage caused by processing that violates the Regulation. Dicomlab Dental is solely liable for any damage caused by the processing of personal data, if Dicomlab Dental has not complied with the obligations imposed by the Regulation or with the obligations of processors specifically

defined in these terms, or if the Controller's legitimate instructions have been disregarded or contradicted by Dicomlab Dental.

The Controller, or Dicomlab Dental **shall be exempt** from the liability for damages, if they prove that they are not liable in any way for the incurred damages.

If multiple controllers or processors are involved in the same processing of personal data, and are liable for any damage caused by processing, each controller or processor is **jointly liable** for the total incurred damage to ensure the actual compensation of the data subject. If any controller or processor has paid full compensation for the damage sustained in accordance with the foregoing joint liability, he or she is entitled to recover from the other controllers or Dicomlab Dental in the same processing the part of the damages that corresponds to the extent of liability for the damage suffered under the conditions above-mentioned.

The above-mentioned liability rules are also valid for non-material damages, or in cases where the Controller is dismissed by the supervisory authority (ICO), punished by a fine and the infringement based on the sanction is attributable to Dicomlab Dental.

### **Security of Data Processing**

Taking into account the current state of the science and technology, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Parties shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: (a) the pseudonymisation and encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; (d) the process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

The Parties underline that the data security requirement means the protection of personal data by technical and personal measures, as well as physical and IT solutions.

The Parties declare that Controller and Dicomlab Dental act in accordance with the statutory practices of the Regulation and other legislations, comply with the data protection rules and practices, and complies with the legislations in force, as well as take into account all significant international recommendations related to data protection.

The Parties hereby declare that the personal data are stored on protected, restricted access servers, and that Controller and Dicomlab Dental shall take all necessary technical and organizational measures to avoid loss of data, use for other purposes, unauthorized access, disclosure, modification or deletion of the data subject.

The Parties shall, inter alia, ensure that stored data are accessed through the internal system or through direct access solely to authorized persons and solely for the purposes of

data management, ensure the necessary, regular maintenance and development of the devices used, place the data storage device in a closed physical room with adequate physical protection, they also ensure that it is physically protected, ensure that the data stored in different filing systems cannot be directly linked and assigned to the data subject.

Dicomlab Dental is required to provide adequate protection of the on paper or electronically stored data it manages. Dicomlab Dental is obliged to prevent access to the stored data by unauthorized persons, with full liability for any damage resulting from intentional or negligent breach of this obligation.

Dicomlab Dental is required to have an internal data processing policy covering all of its organization, which is accepted by all its employees, and proceed according to the regulations in connection with the data processing. In addition, Dicomlab Dental is required to review and, if necessary, update its internal data processing policy from time to time, but at least annually or when justified (such as a privacy incident).

### **Personal Data Breach and Investigation**

In the case of a personal data breach, the Parties are obliged to cooperate with each other. Also in the case of a personal data breach, the Parties shall fulfill their obligations under the present terms or the Regulation in order to increase the security of the personal data of the data subjects, and to avoid future privacy incidents, or personal data breaches.

In the case of a personal data breach, Dicomlab Dental shall without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the supervisory authority competent (ICO), unless the personal data breach is unlikely to result in risk to the rights and freedom of natural persons. Implicitly, if Dicomlab Dental detects or suspects a personal data breach, it must immediately, but no later than one day after the detection, notify it to the Controller. In the event of the failure or the late delivery of the aforementioned duty of disclosure, Dicomlab Dental is fully responsible for the personal data breach and its consequences. In addition, if Dicomlab Dental receives further information on the personal data breach, it must immediately inform Controller of these as well.

When the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons, the Controller shall communicate the personal data breach to the data subject without undue delay.

Dicomlab Dental's information on the personal data breach shall include the provisions of Article 33 (3) of the Regulation, with special regard to the following:

- the nature of the personal data breach,
- including the categories and approximate number of data subjects concerned,
- the categories and approximate number of personal data records concerned;
- the likely consequences of the personal data breach;
- the measures taken or proposed to be taken by Dicomlab Dental to address the personal data breach.

Dicomlab Dental shall document any personal data breaches, comprising the facts relating to the personal data breach, its effects and the remedial actions taken.

In the case of a personal data breach, the Parties are required to conduct an investigation within the organization that caused the breach, in order to detect, among other things, the cause of the breach, the people responsible for the breach, and regulatory, procedural or other security deficiencies leading to the breach. The Parties are obliged to accept the report of the data breach within 30 days of the occurrence of the incident or of their knowledge. The results of the investigation are summarized in a report concluded by the party concerned, which report also includes suggestions that will prevent or may prevent future occurrence of similar data breaches. The Parties are obliged to integrate the suggestions and improvements contained in the investigation report in their organization within 30 days.

### **Data Protection Impact Assessment**

Where a type of processing in particular using new technologies, and taking into account the nature, scope, context and purposes of the processing, is likely to result in a high risk to the rights and freedoms of natural persons, the Controller, or Dicomlab Dental shall, prior to the processing, carry out an assessment of the impact of the envisaged processing operations on the protection of personal data.

If Dicomlab Dental is to conduct data protection impact assessment, Dicomlab Dental is obliged to inform the Controller immediately about the data protection impact assessment, its results and the new data processing on which the impact assessment is based. If the Controller does not consent to the new type of processing or technology applied by Dicomlab Dental, the Controller shall notify Dicomlab Dental within 8 days accordingly at the latest. In this case, Dicomlab Dental shall not apply the new type of processing or technology in relation to the data subjects related to the Controller. Where Dicomlab Dental does not accept the Controller's disagreement, it can terminate the present contract with the Controller with a written notice and a 30 day long termination period. If in the case of the Controller's disagreement, Dicomlab Dental would still use the new type of processing or technology, the Controller is entitled to terminate the present contract with immediate effect.

The assessment shall contain at least: (a) a systematic description of the envisaged processing operations and the purposes of the processing, including, where applicable, the legitimate interest pursued by the Controller; (b) an assessment of the necessity and proportionality of the processing operations in relation to the purposes; (c) an assessment of the risks to the rights and freedoms of data subjects; and (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of personal data and to demonstrate compliance with this Regulation taking into account the rights and legitimate interests of data subjects and other persons concerned.

If the data protection impact assessment establishes that processing is likely to result in a high risk in the absence of measures taken by the Controller to mitigate the risk, Dicomlab Dental **shall consult** the supervisory authority (ICO) prior to the processing of personal data and immediately inform the Controller of the outcome of the consultation. The consultation should include the provisions of Article 36. of the Regulation.

## **Confidentiality**

Dicomlab Dental is obliged to take technical and organizational measures, and establish procedural rules that are necessary to enforce the data protection and confidentiality rules in respect of the Controller and the duties arising from these terms.

Any information obtained or acquired by Dicomlab Dental in connection with these terms is considered to be confidential information of the Parties. Revealing, transferring to third parties, making accessible, etc. confidential information is prohibited by the Parties, unless otherwise agreed by the Parties or provided by law.

Dicomlab Dental is obliged to make copies of the strictly classified confidential documents provided and indicated as such by the Controller only with the prior consent of the Controller, and does not provide access to any third party to these documents, and does not disclose their content to third parties in no other way.

The confidentiality shall be borne by the Parties without limitation, regardless of the performance or termination of the Service Agreement or these terms. The consequences resulting from the breach of the obligation of confidentiality or the unauthorized disclosure of the data, and the costs of eliminating them, including the reimbursement of both financial and non-material damage, shall be borne by the Party who is liable for the unauthorized disclosure.

## **The Temporal Scope, Modification and Termination of these Terms**

The present general terms is concluded between the Parties for the duration of the processing of the personal data related to the Controller and the Service Agreement. Thus, the present contract will terminate at the same time as all data processing and safeguarding period of the obtained personal data are terminated without the need of any further legal notice.

Where the Parties have concluded a Service Agreement regarding SMART Guide, then this Agreement shall form an integral part and appendix of the Service Agreement of the Parties. Therefore, by modifying, terminating or liquidating the Agreement, the present contract, without the Parties' separate statement, will be modified or terminated, except for when Dicomlab Dental is obliged to conduct any data processing activity with any personal data obtained in connection with the Service Agreement of the Controller by law, or a decision of an authority. Thus, in the case of a unilateral modification by the Parties to the present contract, and the exercise of ordinary and extraordinary termination rights, the relevant provisions of the Agreement shall apply and the Parties shall not depart from it.

In the absence of a Service Agreement between the Parties, the present terms can be modified in writing or electronically by a joint agreement between the Parties, or by Dicomlab Dental's unilateral modification as defined below.

Dicomlab Dental shall notify the Controller of the unilateral modification of the present terms. After the notification, the Controller has 15 days to protest against the modification. If, within 15 days, the Controller does not indicate to Dicomlab Dental that the modification is not

accepted, the modification shall be deemed to have been accepted on the 15th day. If, within 15 days, the Controller indicates that it does not want to accept the changes, the modification shall not be considered acceptable. In this case, Dicomlab Dental may terminate the present terms with immediate effect. Where the modification is due to a change in law, the Controller may not object the modification.

In the absence of a Service Agreement, these terms may be terminated at any time by mutual agreement between the Parties, in writing or by electronic means.

If any Party has seriously violated its material obligation under the present contract, and does not remedy it within the time limit specified in the relating notice of the other Party, than the other Party may terminate the present terms with immediate effect. In the present terms, among other things, any obligation is material obligation by which the Controller may be fined by the supervisory authority (ICO).

In the absence of a Service Agreement, the present contract may be terminated by either party in writing or electronic means by a notice with a 30 day termination period.

In the case of termination of the present contract for any reason, Dicomlab Dental is obliged to delete (destroy) the stored personal data obtained in connection with the Service Agreement and record the deletion of the personal data in a protocol, subsequently hand the protocol over to the Controller, except for when Dicomlab Dental is obligated to conduct any data processing activity with any personal data obtained in connection with the Service Agreement of the Controller by law, or a decision of an authority. If, prior to the performance of the contract, it is terminated for any reason, Dicomlab Dental shall, under the terms of the Controller, transfer the processed data to the Controller or to other processor assigned by the Controller and delete the data, or under the terms of Controller, if the data cannot be legally resumed, Dicomlab Dental shall delete the data and record it in a protocol, subsequently hand the protocol over to the Controller.

## **Communication**

Parties shall communicate with each other during performance of the present terms through their respective assigned contact persons, who are appointed in **Appendix 2**. Parties declare that the electronic mail sent to their e-mail address listed in Appendix 2. is acknowledged as a written communication between one another. Both Parties declare that they manages their contact e-mail account daily and that their contact person reads the documents sent via e-mail on a daily basis.

If any of the Parties has a data protection officer, unless otherwise provided by the Parties, the assigned contact person shall be the Party's data protection officer.

Parties are obliged to inform each other immediately if the assigned contact person or any of his or her data, contact information is terminated or changed. The damage caused by the failure of the aforementioned obligation is borne by the defaulting party.

## **Final provisions**

The governing law of the present contract shall be the English law, and all matters not regulated in the present terms shall be governed by the Regulation, the DPA and common law. The Parties agree that the disputes arising in connection with the present contract shall be primarily resolved between the Parties by negotiation. The Parties hereby agree to the exclusive jurisdiction of England and Wales High Court of Justice.

The Parties are obliged to inform each other of any circumstance concerning the performance of the contract or the legitimate interest of the other Party. The defaulting party shall be liable for damages resulting from the failure to notify.

The invalidity of any point or provision of the present terms does not constitute an invalidity of the entire terms, unless without the provision or part deemed invalid the Parties have not concluded the terms or, in the absence of this provision or part, these terms may become meaningless or unreasonable.

**List of Appendixes:**

Appendix 1: List of information the data subject needs to be informed about

Appendix 2: Contacts and contact persons

Appendix 3: Remuneration

## Appendix 1

### List of information the data subject needs to be informed about

1. the identity and the contact details of the Controller and, where applicable, of the Controller's representative;
2. the contact details of the data protection officer, where applicable;
3. the purposes of the processing for which the personal data are intended;
4. the expected effects, consequences and benefits of processing for the data subject;
5. the categories of personal data concerned;
6. the legal basis for the processing;
7. if data processing is necessary for the validation of the legitimate interests of the Controller or a third party, the legitimate interests pursued by the controller or by a third party;
8. whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as
9. whether the data subject is obliged to provide the personal data and
10. of the possible consequences of failure to provide such data;
11. the recipients or categories of recipients of the personal data;
12. the period for which the personal data will be stored, or the criteria used to determine that period;
13. the existence of the right to request from the Controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability;
14. where processing is based on the data subject's consent, the existence of the right to withdraw consent at any time;
15. the right to lodge a complaint with a supervisory authority;
16. where applicable, that the Controller intends to transfer personal data to a recipient in a third country or international organization and the existence or absence of an adequacy decision by the Commission, or in the case of transfers referred to in the Regulation, reference to the appropriate or suitable safeguards and the means to obtain a copy of them or where they have been made available;
17. the existence of automated decision-making, including profiling, and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject;
18. from which source the personal data originate, and if applicable, whether it came from publicly accessible sources (unless the data is obtained directly from the data subject).

## **Appendix 2**

### **Contact persons assigned by the Parties**

Contact person of Controller:

Name: ...

Email: ...

Mobile: ...

Phone / Fax: ...

Postal address: ...

Contact person of Dicomlab Dental:

Name: ...

Email: ...

Mobile: ...

Phone / Fax: ...

Postal address: ...