

Standard Terms and Conditions of KCOM Group Limited for the Provision of EmailShield Services

Terms and Conditions

1 TERM

1.1 The Contract will come into effect on the Commencement Date and shall continue until the expiry of the Initial Term. Following expiry of the Initial Term the Contract will continue unless and until terminated by either party giving no less than 95 days' prior written notice, such notice to expire on the anniversary of the Service Start Date.

2 PROVISION OF THE SERVICE

2.1 We will use reasonable endeavours to provide the Service in accordance with the Service Standard and will use reasonable skill and care in the provision of the Service. However, You acknowledge that the Service cannot be provided fault free and We do not warrant error free or uninterrupted use of the Service.

2.2 We will use reasonable endeavours to provide the Service for use by You from the Proposed Start Date unless otherwise specifically agreed by the parties in writing or unless We are unable to do so as the result of a failure by You to fulfil Your obligations under the Contract or by any delay caused by a nominated third party (including, without limitation, other Network Operators).

2.3 Due to the complex nature of the Service and public telecommunications networks generally We cannot warrant that the Service will be provided without interruption or error, but We will use reasonable skill and care to ensure that the Service is properly managed.

2.4 You acknowledge that in order to make proper use of the Service You will require a working knowledge of the Internet and email communications functions. It is Your responsibility to obtain and maintain appropriate telecommunications facilities to enable You to access the Service and to configure Your systems correctly, including but not limited to enabling emails to be received and transmitted correctly using the Service.

2.5 You acknowledge that if You do not comply with Your obligations under clause 2.4 You may not receive or be able to send emails and that emails received may not be capable of retrieval.

2.6 Suspension of Service

We shall be entitled to suspend Service:

- with Your prior agreement or in the absence of Your agreement upon reasonable notice for planned maintenance to Our Network;
- without notice when necessary for operational reasons, or in case of emergency;
- to comply with any Legislation, court order or other governmental request or order requiring immediate action;
- to prevent interference with, damage to, or degradation of Our Network;
- to eliminate a hazardous condition;
- if You use the Service in a manner that will, does, or may expose Us to legal liability or that violates any applicable Legislation or Our then current Acceptable Use Policy and whether such use is by You, or any other entity or person using the Service, and whether or not such use is authorised by You; and
- if You fail to pay an amount when due and You still do not pay the amount due within 10 days after You receive a written notice from Us that an amount is due.

2.7 If We suspend the affected Service for any of the reasons outlined in clause 2.6 and You cure the cause of the Service suspension within 30 days of receiving a notice from Us specifying the breach and the action required (the "Cure Period") We will resume the Service once You have paid Our reasonable charges associated with resuming the affected Service. We may terminate this Contract and/or the affected Service if You do not cure the cause of a Service suspension within the Cure Period or You do not pay the associated charges for Us resuming the Service. If such termination is effective prior to the expiry of the Initial Term, You

will also pay Us the early termination charges as set out in clause 12.

3 ACCEPTABLE USE AND DATA PROTECTION

3.1 You undertake to procure that those of Your employees, agents and sub-contractors who access the Service comply with the provisions of this clause 3 and agree that You shall be liable for any failure on the part of such employees, agents and sub-contractors to so comply.

3.2 You agree that You will use the Service within the limitations set out in this clause 3 and that if We reasonably determine that You are in breach of this clause 3.2 We may terminate the Contract in accordance with clause 11.

3.3 You acknowledge that services of the nature of the Service necessarily have finite storage and operating capacity which must be shared between Our customers and that the Charges have been calculated with reference to the capacity of the Service.

3.4 You agree that it is reasonable for Us to impose limitations on the manner in which You may use the Service and, if necessary, withdraw Your authorisation to use the Service if We deem that it is reasonable to do so with regard to Our other customers.

3.5 You acknowledge that the speed at which emails are delivered is largely dependent on factors which are outside Our control, including but not limited to the capacity constraints of the public telecommunications network.

3.6 Your use of the Service must be for lawful purposes and comply with all legal requirements including but not limited to respecting third parties' copyright, trade marks and software licences.

3.7 You may not copy, rent, lease, sublicense, display, reverse engineer, modify or alter any software owned or developed by Us.

3.8 You agree that You will not use the Service in any way to:

- commit an offence under the Acts or any other Legislation or otherwise engage in any illegal or unlawful activities;
- publish, post, distribute or disseminate material or information that infringes the copyright or other intellectual property rights of any third party;
- publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information;
- threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
- transmit spam or distribute viruses, or otherwise deliberately abuse any part of the Service.

3.9 You agree to comply with all applicable legislation and codes of practice throughout the world relating to the processing of personal information, including but not limited to the Data Protection Laws, insofar as such legislation and codes of practice are applicable in relation to Your use of the Service. You acknowledge that it is Your responsibility to take appropriate legal advice in relation to all applicable laws.

3.10 We reserve the right (but shall not be obliged) to access the emails stored on the Server to monitor Your compliance with the terms of the Contract and to disclose any information, data, graphics, video, sound, files and other content sent by, provided by, accessed by, or sent to You in order to comply with applicable laws and lawful requests, to operate Our business properly and to protect Our clients as a whole.

3.11 We reserve the right to view emails held on the Server in the course of maintaining and developing the Service.

3.12 We reserve the right in Our sole discretion, but shall not be obliged, to remove any emails or content from the Server which We reasonably believe contravene the terms of the Contract. We will, unless prohibited by law or any enforcement

agency, give You 48 hours' notice before removing such emails or content. We will fully co-operate with OFCOM and all applicable law enforcement authorities in investigating suspected lawbreakers, and reserve the right to report to such authorities any activity of which We become aware where We reasonably suspect You have contravened the law.

3.13 It is Your responsibility to implement suitable email policies with Your employees, agents and sub-contractors who access the Service and to obtain all necessary consents from them for Your and Our processing of their information pursuant to the Contract.

4 PASSWORDS AND SECURITY

4.1 We will provide You with access to a control panel which enables You to configure certain aspects of the Service. You shall use the control panel to:

- select Your domain name;
- create Your username and password;
- enter the initial User Addresses; and
- add additional User Addresses.

4.2 You undertake to keep Your username and password confidential and not disclose them to any third party other than those of Your employees, agents and sub-contractors who You authorise to access the Service on Your behalf. You agree to contact Us immediately if You suspect that anyone else knows Your usernames and/or passwords.

4.3 In the event of any suspected security breach, We reserve the right to suspend or change Your usernames and/or passwords. If that happens, We will notify You of such suspension or changes as soon as reasonably practicable.

4.4 We will use reasonable endeavours to keep information held on the Service secure.

4.5 You undertake to only provide Us with accurate information (including but not limited to information about You, Your identity and contact details and Your business) and to inform Us immediately if that information becomes misleading or inaccurate.

5 VIRUSES AND SPAM FILTERS

5.1 We will endeavour to ensure that any materials which We send to You will be free from viruses and corrupt files but We cannot guarantee this. If We discover any defect in any materials We have sent to You We will inform You as soon as reasonably practicable.

5.2 We have agreed to provide virus scanning service as part of the Service. However, We cannot guarantee that the Service and emails received will be free from viruses or other harmful content. We do not accept liability for any damage caused to Your computer systems, network, business or reputation as a result of an undetected virus that passes through the Service.

5.3 We have agreed to provide a spam filtering service as part of the Service We will aim to detect and quarantine spam. By using the Service You acknowledge that not all spam will be successfully identified and may pass to Your computer systems or network.

5.4 You acknowledge that by attempting to identify spam and potential viruses and other harmful content, We may quarantine false positives whereby emails You deem to be legitimate may be quarantined. All quarantined emails will be deleted on expiry of 14 days after quarantine after which they cannot be retrieved (the "Quarantine Period"). The sender of the email will not receive any message from Us that the email has been quarantined or deleted. If You do not receive an expected email You may contact the Technical Support Centre prior to the expiry of the relevant Quarantine Period. The Technical Support Centre shall search Your quarantined emails and, in the event that they locate the expected email, shall release the email from quarantine.

5.5 We shall not be liable for any loss or corruption of emails sent, received or saved using the Service.

6 ARCHIVING

6.1 You acknowledge that the Service does not include the storage/archiving of emails.

7 CONFIDENTIALITY

7.1 You acknowledge that the Server and any materials provided by Us in connection with Our provision of the Service contain confidential information belonging to Us and You undertake to keep and maintain as confidential and not disclose any and all information contained in the Server or otherwise received from Us in connection with the Service or the performance of Our obligations under the Contract (collectively referred to as "the Information") and You shall not use the same for purposes other than in relation to Your legitimate use of the Service in accordance with the Contract.

7.2 You shall not without Our prior written consent divulge any part of the Information to any person except:

- (a) Your own employees who need to know the same for use of the Service; or
- (b) Your auditors, professional advisors or other persons or bodies having a right, duty or obligation to know Your business and then only in pursuance of such right, duty or obligation.

7.3 You undertake to ensure that prior to the disclosure of any Information to any of the persons or bodies mentioned in clause 7.2 such persons or bodies are made aware that the Information is confidential and that they owe a duty of confidence to Us. You shall indemnify Us against any loss or damage which We may sustain or incur as a result of Your failure to comply with such undertaking.

7.4 You shall promptly notify Us if You become aware of any breach of confidence by any person or body to whom You divulge all or any part of the Information and shall give Us all reasonable assistance in connection with any proceedings which We may institute against such person or body for breach of confidence.

7.5 Subject to the terms of the Contract We shall treat as confidential all information supplied by You under the Contract which is designated as confidential by You or which is by its nature clearly confidential provided that this obligation shall not extend to any information which was rightfully in Our possession prior to the commencement of the negotiations leading to the Contract or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause 7.5). Subject to the terms of the Contract, We shall not divulge any confidential information to any person except to Our own employees who need to know the same and Our shareholders, auditors and professional advisors and other persons or bodies having a right, duty or obligation to know the same. We shall ensure that all such persons and bodies are aware of the provisions of this clause 7.5.

7.6 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the Contract.

8 ADDITIONAL USER ADDRESSES

8.1 Following provision of the Service, You shall be able to request additional User Addresses pursuant to clause 4.1.

8.2 The Charges shall be in accordance with the number of User Addresses You chose and You shall be liable for the payment of such Charges from the date of the implementation of the Service Regrade.

9 CHANGES TO THE SERVICE

9.1 We may from time to time make changes to the specifications in the Service Standards. Such changes will be notified to You not less than 30 days prior to their taking effect.

10 CHARGES

10.1 The Charges in relation to Services shall comprise an ongoing monthly rental service charge.

10.2 You will pay Us all appropriate Charges at the rates, times and frequencies as set out in this clause 10 and in the Contract from the Service Start Date.

10.3 The rental Charges will be payable monthly in advance from the Service Start Date unless otherwise stated in the Contract.

10.4 We may vary the Charges at any time on 30 days' notice to take effect on expiry of Our notice where You pay rental Charges on a monthly basis, or on the next due date for payment where You pay the rental Charges on an annual basis.

10.5 If We issue invoices to You for the Service electronically via the Portal. We will notify You that Your invoice is available by email to the email address stated in the Contract. You must ensure that the email address is correct and shall notify Us immediately if Your email address changes. The invoice shall be deemed received by You, 2 days after We send notice to You (to the email address provided by You), that Your invoice is available. We reserve the right to issue a paper invoice to You should We deem it appropriate in Our sole discretion.

10.6 All Charges due under the Contract will be payable within 30 days of the date of the relevant invoice (the "Due Date") and will be paid in full without any set-off, deduction or withholding of any kind. If You have chosen to make payment of the Charges by Direct Debit, We will give You 14 days' prior notice of Our intention to request payment from Your bank account. We reserve the right to charge daily interest on any outstanding amounts from the Due Date until payment is received in full at a rate equal to 4% per cent per annum above the base rate of National Westminster Bank Plc as current from time to time whether before or after judgment. In addition We may suspend the Service until all Charges have been paid in full pursuant to clause 2.6(g).

10.7 If at any time during the Contract in Our reasonable opinion Your financial standing changes adversely or You persistently default in paying the Charges then We may request a security deposit against non-payment of Charges. If You fail to provide such security deposit within 10 Working Days then We reserve the right to suspend and/or terminate the Contract with immediate effect by giving You written notice.

10.8 All Charges are exclusive of value added tax and any other applicable taxes which may be levied from time to time.

10.9 Where any Charges or other monies properly due to Us or any member of the KCOM Group from You under the Contract or any other contracts are outstanding We will be entitled to offset such payments against any payments due from Us or any member of the KCOM Group to You under any other agreements between Us or any member of the KCOM Group and which relate to telecommunications services.

11 TERMINATION

11.1 If either party is:

(a) in breach of any provision of the Contract (other than clause 3.8) and fails to remedy such breach within 30 days of written notice to do so;

(b) unable to pay its debts as they fall due or threaten to suffer any resolution to wind up its business or enter into involuntary or compulsory liquidation or have an administrator, administrative receiver, receiver or any analogous officer appointed over all or part of its assets;

then the other party may immediately upon notice in writing (without prejudice to any other rights and remedies it may have) terminate (either in whole or in part) the Contract.

11.2 We may terminate the Contract (either in whole or in part) with immediate effect if:

(a) You are in breach (or We reasonably believe You are in breach) of clause 3.8 as breach may be a criminal offence and/or cause serious harm to Our reputation;

(b) Our authorisations to provide the Services are altered in a way that is material to the Service.

11.3 You may terminate the Contract on 30 days' prior written notice to expire at any time if We give You notice that We intend to increase the Charges in accordance with clause 10.4;

(a) modify the Service Standard or specification of the Service in accordance with clause 9.1 where such modification results in the provision of a Service that is less favourable to You than the Service which applied immediately prior to such modification; or

(b) modify the terms of the Contract in accordance with clause 16.10 where such modification results in terms which are less favourable to You than the terms of the Contract which applied immediately prior to such modification

provided that Your notice of termination is served on Us within 30 days of service of Our notice on You under clauses 10.4, 9.1 or 16.10 (as the case may be).

11.4 We will continue to provide the Services in accordance with clause 2 until termination of the Contract but if:

(a) You are late in making any due payment, or

(b) We become entitled to terminate the Contract early for any reason, or

(c) You break any material term of another contract with Us or another company in the KCOM Group then We may partially or completely suspend the Services without limiting Our ability to enforce other remedies that may be available. While the Services are suspended You must continue to pay the Charges.

11.5 Upon termination of the Contract You will cease to use the Service and will pay to Us all outstanding charges due up to and including the date of termination.

11.6 The expiry or termination of the Contract will be without prejudice to any other rights either party may be entitled to and will not affect any accrued rights or liabilities of either party.

12 CONSEQUENCES OF TERMINATION

12.1 If You choose terminate the Contract prior to the end of the Initial Term, other than pursuant to clauses 11.1 or 11.3, You must pay Us an early termination charge equal to all of the Charges that would have fallen due for payment if the Contract had continued until the end of the Initial Term.

12.2 You acknowledge that Our Charges have been calculated on the basis that the Contract will continue to the end of the Initial Term as We may have spent money on set up costs and accordingly You agree that it is reasonable for Us to require the payment of a termination Charge in accordance with clause 12.1.

12.3 Upon termination of the Contract for any reason We will suspend Your access to the Service and delete all emails stored on the Server.

12.4 It is Your responsibility to transfer emails stored on the Server prior to the date of termination and to arrange for any incoming and outgoing emails received or sent after termination to be directed to an appropriate server. We shall not be liable for loss or damage suffered by You in connection with any failure by You to comply with this clause 12.4. We reserve the right to delete all of the emails stored on the Server by the Service immediately after the date the Contract terminates or expires.

12.5 You acknowledge that once deleted, emails cannot be retrieved by You or Us from the Server.

13 WARRANTY AND INDEMNITY

13.1 You warrant that Your and Your employees', agents' and sub-contractors' use of the Service will be for lawful purposes and in accordance with the terms of the Contract.

13.2 You warrant that Your and Your employees', agents' and sub-contractors' use of the Service will not violate any law, regulation or treaties and that such use will not infringe the intellectual property rights of any person.

13.3 You shall indemnify and hold Us harmless against all claims, liabilities, losses, damages, costs and expenses incurred or suffered by Us (including, but not limited to claims in respect of defamation, breach of copyright or other intellectual property right infringement) arising out of or in connection with any breach of clauses 13.1 and 13.2 or any breach of any of Your obligations under the Contract.

14 LIMITATION OF LIABILITY

14.1 Nothing in the Contract shall limit either party's liability for fraud, or for death or personal injury resulting from its own negligence or that of its employees, sub-contractors or agents.

14.2 Except as expressly provided in the Contract, all conditions, warranties, terms, undertakings and obligations express or implied by statute (including, without limitation, those of satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to Us)), common law, custom, trade usage or otherwise and all Our liabilities in respect of the same (if any) are excluded to the maximum extent permitted by English law.

14.3 We will in no circumstances be liable to You in contract, tort (including negligence) or otherwise for any loss of business; loss of data; loss of profits; loss of goodwill; loss of anticipated savings even when advised of the possibility; loss of revenue or; any indirect or consequential losses, liabilities or costs.

14.4 Subject to clauses 14.1 and 14.3. Our maximum aggregate liability in contract, tort, negligence or otherwise arising out of, or in connection with, the Contract will in respect of any and all acts, omissions, defaults or events occurring in a Contract Year be limited in aggregate to the greater of:

- (a) £5,000 (five thousand pounds); or
- (b) 150% (one hundred and fifty percent) of the value of the Charges paid by You in the preceding Contract Year ("Liability Sum").

In the event that 12 months has not accrued from the Service Start Date to the date of the relevant default, the Liability Sum will be 150% (one hundred and fifty percent) of an amount equal to the monthly average Charges incurred over the relevant period and multiplied by 12.

15 FORCE MAJEURE

15.1 We will not be liable to You for any loss or damage caused to or suffered by You as a direct or indirect result of the supply of Services being prevented, restricted, hindered or delayed by reason of any circumstance outside of Our control ("Force Majeure Event"). If either party is prevented from performance of its obligations for a continuous period of 3 months either party may terminate the Contract by giving written notice.

16 GENERAL

16.1 The Contract constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of the Contract.

16.2 Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Contract or not) other than as set out in the Contract. Nothing in the Contract will operate to limit or exclude any liability for fraud.

16.3 Should any provision of the Contract be held to be void or voidable the remaining provisions of the Contract will continue in full force and effect.

16.4 No forbearance, delay or indulgence by either party in enforcing the provision of the Contract will prejudice or restrict the rights of that party nor will any waiver of its rights operate as a waiver of any past or subsequent breach.

16.5 We shall use reasonable endeavours to meet any delivery time, date or period. However, such dates shall be regarded as estimates and We shall have no liability to achieve any such time, dates or periods, other than the payment of service credits as detailed in the Service Standard.

16.6 Members of the KCOM Group may enforce their rights under clause 10.9 but no other person or body who is not a party to the Contract has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract (but this does not affect any rights or remedies of a third party which exist or are available apart from that Act).

16.7 You may not assign the whole or part of the Contract without Our prior written consent such consent not to be unreasonably withheld.

16.8 We may assign the Contract to any company which is a member of the KCOM Group.

16.9 Subject to clause 16.8, We may not assign the Contract to any other third party without Your prior written consent such consent not to be unreasonably withheld.

16.10 We reserve the right to vary these terms and conditions to the extent necessary to take into account any changes to Industry Agreements and

any relevant Legislation. Any other variations must be in writing and agreed between the parties.

16.11 Any notice under or in connection with the Contract shall unless otherwise agreed be in writing and may be delivered by hand to or sent by first class post or by facsimile (confirmed by post) to the Company Secretary at the address of the party concerned set out in the Contract or any other address notified by that party from time to time.

16.12 Any notice addressed as provided in clause 16.11 shall be deemed to have been given or made on the second Working Day after posting if sent by first class post upon delivery if delivered by hand and if sent by fax on the next Working Day after the date of transmission provided the sender's facsimile machine produces a report showing successful transmission to the correct facsimile.

16.13 Where We are processing data on Your behalf We shall only process such data in accordance with the Data Protection Laws and Our Data Processing Commitment.

16.14 We may also contact Your organisation (including individuals within Your organisation) by letter, telephone or e-mail with details of Our services that may be of interest. If an individual does not wish to receive marketing material from Us then please notify Us by email to marketing@kcom.com.

16.15 As We continue to develop Our business, members of the KCOM Group may be sold and any relevant Customer Information may be transferred as part of the sale, subject to the terms of this clause.

16.16 The Contract will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

17 DEFINITIONS

17.1 Except where the Contract otherwise requires the following terms shall have the following meanings the singular shall include the plural and one gender shall include all genders:

"Acts" the Communications Act 2003, the Telecommunications Act 1984 and the Electronic Communications Act 2000 (each as amended from time to time);

"Additional Charges" the additional fees which may be charged at Our standard rates, in force from time to time, as detailed in the Contract;

"Charges" all connection charges, rental charges, installation charges, Additional Charges or other fees payable by You as detailed in the Contract;

"Commencement Date" the date of the Contract;

"Contract" these Terms and Conditions, the Data Processing Commitment and the Service Standard, the electronic order form placing an order for the Services by You and Our email acceptance of Your order, and any of the same as may be amended from time to time;

"Contract Year" a period of 12 months from and including the Service Start Date and each consecutive 12 month period thereafter;

"Data Processing Commitment" means the Data Processing Commitment contained in this Contract below;

"Data Protection Laws" means all applicable laws and regulations relating to the processing of Personal Data and privacy including the Data Protection Act 1998, the General Data Protection Regulation 2016/679 and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated and the terms "Data Controller", "Data Processor", "Data Subject", "Data Subject Access Request", "Supervisory Authorities", "process" and "Personal Data" shall have the meanings given to

those terms in such data protection laws and regulations;

"Force Majeure Event" an event of force majeure as that term is described in clause 15. For the avoidance of doubt, a Force Majeure Event includes denial of service attacks, mail bombing and other flooding techniques;

"Industry Agreements" any standard industry agreements or third party reseller or supplier agreements which impact upon Our ability to provide the Service;

"Initial Term" the period of time as stated in the Contract which commences on the Service Start Date;

"KCOM Group" means Our holding company, Our subsidiaries and any subsidiaries of Our holding company. The terms "subsidiary" and "holding company" have the meanings ascribed to them by Section 736 and 736A of the Companies Act 1985 (as amended);

"Legislation" all acts of Parliament and statutory regulations, instruments or orders and codes of practice and all applicable European Union laws, treaties, directives and other legislation as any of the same may be amended or replaced from time to time;

"Network" the telecommunications infrastructure and system operated by Us and/or the network of any Network Operator, as applicable;

"Network Operator(s)" any licensed public telecommunications operator whose network is used by Us to deliver the Service;

"OFCOM" the Office of Communications or successors from time to time;

"Portal" means an area on Our website through which You can access Your account details and make Service Regrades;

"Proposed Start Date" the date specified in the Contract or as amended on which the Service is due to be made available to You;

"Server" means the server or servers on which We store emails received by or sent to You pursuant to the Service;

"Service" the provision of those hosted email threat protection services that are selected by You which we will provide to You as specified in the Contract;

"Service Standard" the Service levels set out in the Contract;

"Service Start Date" the Proposed Start Date or if different the earlier of the date upon which You are notified the Service is available for use or the date You begin using the Service;

"Site" the site where the Services are to be provided;

"Technical Support Centre" the centre to which all fault reports and help queries should be addressed;

"Users" any individual authorised by You to use the Service;

"User Addresses" means the email addresses as entered by You in the control panel pursuant to clause 4.1 in respect of which the Service is to be provided, or such other email addresses as We agree from time to time in accordance with clause 8.

"We/Our/Us" KCOM Group Limited, trading under the name KCOM, (registered no 2150618) whose registered office is at 37 Carr Lane, Hull, HU1 3RE;

"Working Day" Monday to Friday 9.00am to 5.00pm inclusive except for UK bank and public holidays;

"You" or "Your" the person or company to whom the Services are provided.

Data Processing Commitment

This Schedule represents Our commitment to You in regard to processing of Personal Data. It forms part of the Contract and should be read in conjunction with the Contract and any associated documentation.

1 DEFINITIONS

1.1 In this Data Processing Commitment Schedule, unless the context otherwise requires:

“**Data Subject**” has the meaning given to it in the Data Protection Laws;

“**Data Subject Access Request**” has the meaning given to it in the Data Protection Laws;

“**Personal Data**” has the meaning given to it in the Data Protection Laws;

“**Permitted Sub-Processor**” means any third party supplier or other sub-processor appointed by Us for the provision of Services to You pursuant to the Contract, as such third party supplier or sub-processor is expressly identified to You or as otherwise agreed between the parties.

1.2 Any other definitions used in this Data Processing Commitment Schedule shall have the meaning ascribed to it in the Contract.

2 DATA PROTECTION

2.1 Both Parties hereby warrant, represent and agree that in relation to the performance of the Services during the term of the Contract each Party will comply with the Data Protection Laws.

2.2 Both Parties acknowledge and agree that in relation to Your Personal Data, You are the Data Controller and We are the Data Processor. We agree and accept that We will process the Personal Data pursuant to and in accordance with the Contract, as applicable, and the Data Protection Laws.

2.3 Annex A sets out the information regarding Our processing of Your Personal Data as required by article 28(3) of the General Data Protection Regulation 2016/679. We may make reasonable amendments to Annex A by written notice to You from time to time as We reasonably consider necessary to meet those requirements. Nothing in Annex A (including as amended pursuant to this section 2.3 of this Data Processing Commitment) confers any right or imposes any obligation on either You or Us.

2.4 We shall:

- (a) only process the Personal Data for the purposes of performing its obligations under the Contract, as applicable, and in accordance with Your documented instructions;
- (b) not transfer the Personal Data outside of the United Kingdom or the EEA, unless permitted to do so as follows:

- (i) in provision of the Services to the relevant Permitted Sub-Processor, subject to ensuring that either: (a) such Permitted Sub-Processor implements appropriate technical and organisational measures to safeguard against unauthorised and unlawful processing of Personal Data and to ensure a level of security appropriate to the risk; or (b) the Sub-Processor enters into the Standard Contractual Clauses for the Processing and transfer of Personal Data outside of the United Kingdom or the EEA with You; or
- (ii) with Your prior written consent; and/or
- (iii) if required to do so by any legislation or regulation, in which case We shall inform You of such requirement if it is able to do so;
- (c) ensure that all of Our employees who process the Personal Data are subject to an obligation of confidentiality in relation to the Personal Data;
- (d) implement appropriate technical and organisational measures to safeguard against unauthorised and unlawful processing of Personal Data and to ensure a level of security appropriate to the risk, including but not limited to:
 - (i) pseudonymising and encrypting Personal Data, as appropriate;
 - (ii) ensuring the ongoing confidentiality, integrity, availability and resilience of its processing systems and services;
 - (iii) enabling the restoration, availability and access to Personal Data in a timely manner in the event of a physical or technical incident and, without prejudice to the foregoing, in accordance with any service level agreement between Us and You;
 - (iv) regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures for ensuring the security of the processing; and
 - (v) taking steps to ensure that any of Our employees who have access to Personal Data does so in accordance with Our rights and obligations as expressly detailed in this Data Processing Commitment or otherwise on Your express written instructions unless otherwise required by legislation or other applicable regulation;
- (e) inform You of any new sub-processor and/or change of a Permitted Sub-Processor. You shall inform Us within five (5) Business Days of any objection to such appointment or

change. If You do not raise any such objection, We shall ensure that such sub-processors shall comply with the provisions of this Schedule or terms which are substantially similar;

- (f) assist You in the timely response to requests from Data Subjects exercising their rights, including but not limited to:
 - (i) where We are required to assist You with a Data Subject Access Request You have received, responding to such request for assistance within twenty (20) days of receiving notice of such request from You;
 - (ii) where We receive a Data Subject Access Request directly from the Data Subject, We shall notify You within one (1) Business Day after receipt and shall respond to the Data Subject within the time limits specified within the Data Protection Laws and where You are required to assist Us with such Data Subject Access Request, You shall respond to Us within twenty (20) days of receiving notice of such request from Us;
 - (iii) assisting You, as applicable, with a request for access, rectification and/or erasure by a Data Subject; and
 - (iv) enabling You to comply with a request for data portability of a Data Subject;
- (g) assist You in complying with its obligations relating to security of Personal Data as set out in the Contract, as applicable, or as otherwise may be reasonably requested by You, including but not limited to:
 - (i) notifying You of any Personal Data breach as soon as reasonably practicable and no later than twenty four (24) hours after We become aware of the breach (such notice by email and/or telephone and followed up by email), and including all relevant detail. We agree and accept that You may use any detail included in the notification of a Personal Data breach, or otherwise given in its communication to Data Subjects, to the extent that such information does not breach the rights of any other individual;
 - (ii) at Your request and expense assisting with the communication to the Supervisory Authorities, any of Your customers and/or Data Subjects following a Personal Data breach and/or implementing any measures required as a result of such breach;
 - (iii) at Your request and expense, consulting with the Supervisory Authorities and/or assisting You to consult with the Supervisory Authorities, including providing You with any information relating to Our processing of Personal Data and/or Our compliance with the Data Protection Laws as You may be reasonably request.
- (h) upon the expiry or termination of the Contract, delete or return all Personal Data to You (as requested by You), unless otherwise required or permitted by Data Protection Laws and provide written confirmation You in this respect;
- (i) make available to You all information reasonably necessary to enable You to demonstrate compliance with Your obligations under the Data Protection Laws, including such records of all categories of processing carried out on Your behalf, as such is requested by You;
- (j) co-operate with any request of the Supervisory Authority;
- (k) allow You to undertake audits of Us on 30 days' notice and at Our expense, subject to any reasonable requests We may have regarding the timing and conduct of such audit (including, without limitation, such audits to be conducted during Our Business Hours and allowing Us to supervise such audit), to ensure Our compliance with this Schedule;
- (l) contribute to any audits or inspections carried out on You by any Supervisory Authority or any of Your suppliers or customers, as such contribution and/or inspection is reasonably necessary to demonstrate compliance with Your and/or Our obligations in this Data Processing Commitment, subject always to the provisions in Section 2.3(k) above;
- (m) at Your expense, implement any reasonable recommendations and/or remedial actions necessary to ensure compliance with the provisions of this Schedule and/or the Data Protection Laws, as such recommendations and/or remedial actions are deemed necessary by You (acting reasonably) or any Supervisory Authority, as applicable, following an audit or inspection in accordance with Section 2.3(l) above, or otherwise as You deem reasonably necessary.
- (n) Subject to clause 14, each Party shall indemnify the other Party in the event of any claim by a third party arising as a consequence of the other Party's breach of this Data Processing Commitment and/or Data Protection Laws.

3 GENERAL

- 3.1 We shall be entitled to amend this Data Processing Commitment either: (i) immediately to ensure Our commitment is in compliance with Data Protection Laws; or (ii) upon giving You 30 days' prior written notice of such change, provided that such change shall not (in Our reasonable opinion) cause a material detrimental effect to You).

DATA Processing Details

Annex A

Description	Details
Subject matter of the processing	Provisions of Services pursuant to the Contract between Us and You
Duration of the processing	During the Term of the Contract and for up to 7 years after the expiry or termination of the Contract
Nature and purposes of the processing	<p>To facilitate the fulfilment of Our obligations arising under the Contract including</p> <ul style="list-style-type: none"> i. Ensuring effective communication between Us and You; ii. Maintaining full and accurate records of all Services arising under the Contract; iii. Dealing with any rights, actions, incidents or disputes arising under the Contract;
Type of Personal Data	<p>Includes:</p> <ul style="list-style-type: none"> i. Contact details of, and communications with You, and Your employees, directors or contractors concerned with management of and/or receipt of Services pursuant to the Contract ii. Contact details of, and communications with Your associated or group companies, and such parties staff concerned with management of and/or receipt of Services pursuant to the Contract iii. Contact details of, and communications with Your sub-contractors and third parties and such parties staff concerned with either the fulfilment of Your obligations arising from the Contract or the receipt of Your rights under the Contract
Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none"> i. Your directors, employees and/or staff concerned with the delivery of the Service ii. The directors, employees and/or staff of Your group and/or associated companies concerned with the delivery of the Service iii. The directors, employees and/or staff of Your sub-contractors and/or other third parties concerned with either the fulfilment of Your obligations arising from Contract or the receipt of Your rights under the Contract