

BUSINESS PILOT

SOFTWARE LICENCE

These terms and conditions (the “**Agreement**”) govern the relationship between Business Pilot (CRM) Ltd, a company incorporated in England & Wales with company number 10699634, whose registered office is at Unit M1, De Havilland Court, Penn Street, Bucks, England, HP7 0PX (the “**Supplier**”) and its Customers in relation to the supply of the Services (as defined below).

1. INTERPRETATION

1.1 The following definitions apply in these Terms:

Authorised Users: those employees and independent contractors of the Customer, for whom the Customer has purchased Licences, and who are entitled to access and operate the Software under this Agreement.

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK.

Commencement Date: the date of the commencement of the Services.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.

Customer: means the company, partnership or individual(s) registering for an account on the Platform.

Customer Data: the data inputted into the information fields of the Software by the Customer or its Authorised Users.

Engagement Terms: the engagement terms document setting out the principal terms of the use of the Services, signed by the Customer and the Supplier.

Fees: the fees payable to the Supplier, as described in the Engagement Terms (which shall include the addition of VAT where applicable at the prevailing rate), and as may be increased under the terms of clause 7.1.

Initial Term: means the subscription period purchased by the Customer as set out in the Engagement Terms.

Licences: means the licences purchased by the Customer to permit Authorised Users to make use of the Platform (on the basis of one Authorised User per Licence).

Platform: means the Business Pilot platform consisting of its website and associated mobile application, including through use of the Software.

Services: the availability and provision of the Software, the Platform or any additional services provided by Business Pilot to the Customer and its Authorised Users.

Software: the Supplier's proprietary software code which governs the operation of the Business Pilot Platform and includes any corrections, updates, upgrades, modifications and enhancements to it provided to the Customer under this Agreement.

Software Specification: the functionality and performance specifications for the Software, as may be further described on the Platform.

Term: means the Initial Term and subsequent periods of the Initial Term on a rolling basis, continuing until terminated in accordance with the terms of this Agreement.

Territories: means worldwide.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. LICENCE

- 2.1 The Supplier hereby grants to the Customer, and each of its Authorised Users, on and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable licence to allow the Authorised Users to access the Software during the Term, on the basis of one Authorised User per Licence purchased by the Customer.
- 2.2 The grant of the licence by the Supplier is on a non-exclusive basis and the Supplier is entitled to grant similar licences to other customers at any time at its entire discretion.
- 2.3 The Customer shall not store, distribute or transmit any Virus, or any material through the use of the Software that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.
- 2.4 The rights provided under this clause 2 are granted to the Customer only and shall not, without the prior written consent of the Supplier, be considered granted to any other group company of the Customer.
- 2.5 The Customer shall not, and it shall use reasonable endeavours to ensure that its Authorised Users shall not:
 - (a) attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software except to the extent expressly set out in this Agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - (c) access all or any part of the Software in order to build a product or service which competes with the Software and/or the Services; or
 - (d) attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this Agreement.

- 2.6 The Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and notify the Supplier promptly of any such unauthorised access or use.

3. INTEGRATION

- 3.1 Unless otherwise agreed in writing by the Parties, the Software is provided 'as is' and the Supplier shall not be obligated to provide any integration work in relation to the provision of the Software.

4. CUSTOMER DATA

- 4.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

- 4.2 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:

- (a) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully process the personal data in accordance with this Agreement on the Customer's behalf;
- (b) the Supplier shall process the personal data in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time; and
- (c) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage;
- (d) the provisions of the Data Processing Agreement in Schedule 1 will apply.

- 4.3 Details of how a Customer is able to export data and documents will be provided on the Platform. The Customer is made aware that there is some information which they are unable to export themselves (such as Notes and Appointments and certain documents and images). These are stored on Microsoft Azure and must be exported directly by the Supplier to a public folder which can be accessed by the Customer. The Customer is made aware that where exporting data, documents or images is required to be made by the Supplier, this will be chargeable at the hourly rates set out in the Engagement Terms or on the Platform (where not included in the Engagement Terms).

5. SUPPLIER'S OBLIGATIONS

- 5.1 The Supplier undertakes that the Services will be provided substantially in accordance with the Software Specification and with reasonable skill and care.

- 5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to the Supplier's instructions or modification or alteration of the Software by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Software does not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1. Notwithstanding the foregoing, Supplier does not warrant that the Customer's use of the Software and the Services will be uninterrupted or error-free.

5.3 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Agreement.

5.4 The Supplier agrees to provide the following maintenance and support services:

(a) **Updates**

The Supplier may provide updates to and/or new versions for the Software to the Customer which shall be included within the agreed Fees.

(b) **Telephone Support**

The Supplier will provide telephone support during usual business hours for purposes of addressing Customer questions relating to the operation of the Software. Telephone support will be provided to a single named contact of the Customer.

5.5 The Supplier's obligations under this clause 5 will extend only to:

- (a) the updates and versions of the Software provided to the Customer by the Supplier; and
- (b) Software that has not been modified or altered in any way by anyone other than the Supplier.

5.6 The Customer's sole remedy in respect of the Supplier's obligations under this clause 5 will be to have the Supplier re-perform the defective services so that they conform to the Specifications.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

- (a) provide the Supplier with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by the Supplier in order to render the Services, including but not limited to Customer Data, security access information and software interfaces to the Customer's other business applications;
- (b) provide such personnel assistance as may be reasonably requested by the Supplier from time to time. The Supplier shall use reasonable endeavours to ensure continuity of its personnel assigned to this Agreement;
- (c) comply with all applicable laws and regulations with respect to its activities under this Agreement; and
- (d) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any timetable or delivery schedule as reasonably necessary.

7. CHARGES AND PAYMENT

7.1 The Customer shall pay the agreed Fees for the Services. The Customer agrees that the Supplier shall be entitled, at its discretion, to increase the Fees once each year (which will usually take place in January) by an amount not exceeding any increase in the Retail Prices Index (RPI).

- 7.2 All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 7.3 Customers payments will be taken by automatic means. Currently, this is carried out through direct debits, but the Supplier reserves the right to change its payment processing procedures at any time (such as, but not limited to, changing to accept card payments). Should a payment be cancelled, or fail to clear, the Supplier reserves the right to charge the Customer an administration fee of £100 in each event.
- 7.4 Unless otherwise stated in the Engagement Terms, the Customer shall pay the Fees quarterly in advance, according to calendar quarter dates. At the commencement of the agreement and the termination of the agreement, the amounts due will be collected pro rata to the number of days remaining in the quarter (on commencement) or the number of days usage in that quarter (on termination).
- 7.5 If the Supplier has not received payment for sums due within five days after the due date, and without prejudice to any other rights and remedies of the Supplier:
- (a) the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Bank plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.6 The Fees are calculated on a 'per Authorised User' basis and Customers shall have the ability to increase or decrease the number of Authorised Users during the term of the Agreement, subject to the following provisions:
- (a) Customers agree to a minimum number of Licences. This is the number of Authorised Users (Licences) specified in the Engagment Terms.
 - (b) Provided that the Licences are no less than the minumum number, the Customer shall be permitted to increase or decrease the number of Licences on a quarterly basis.
 - (c) If the number of Licences is increased, a pro rata invoice will be generated for the period between the date of increase, to the next quarterly billing cycle.
 - (d) If the number of Licences is decreased, there will be no credit given for the period between the date of decrease and the next quarterly billing cycle. Rather, the reduced charge will apply only with effect from the commencement of the quarterly next billing cycle.

8. PROPRIETARY RIGHTS

- 8.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Software and the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software, Services or any related documentation.
- 8.2 The Supplier confirms that it has all the rights in relation to the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

9. CONFIDENTIALITY

- 9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party; or
 - (b) was in the other party's lawful possession before the disclosure; or
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 9.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 9.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 9.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 9.5 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 9.6 The Customer agrees that the Supplier can make reference to them as a client and reproduce screen shots of the Customer's website on the Supplier's website or any other marketing material for the Supplier.
- 9.7 The above provisions of this clause 9 shall survive termination of this Agreement, however arising.

10. WARRANTY AND INDEMNITY

- 10.1 The Customer warrants and undertakes that:
- (a) any information, specifications or materials given to the Supplier will not infringe any intellectual property or other rights of any third party (including but not limited to framing and linking to third party websites and/or third party proprietary material) and complies with the requirements of the Data Protection Act 1998 (as amended); and
 - (b) it has supplied and shall continue to supply accurate replies, information and specifications in response to all the Supplier's enquiries, requests for information and specifications in respect of all matters relating to the Services.
- 10.2 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Software or Services.
- 10.3 The Supplier shall have no liability in respect of any alleged infringement of any intellectual property rights of any third party where such claim is based on:
- (a) a modification of the Software by anyone other than the Supplier; or

- (b) the Customer's use of the Software in a manner contrary to the instructions given to the Customer by the Supplier; or
 - (c) the Customer's use of the Software after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 10.4 The foregoing and the terms of clause 10 set out the Customer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability, for patent, copyright, database or right of confidentiality infringement.

11. LIMITATION OF LIABILITY

- 11.1 This clause 11 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer arising under or in connection with this Agreement, in respect of any use made by the Customer of the Services or the Software or any part of them or in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 11.2 Except as expressly and specifically provided in this Agreement the Customer assumes sole responsibility for results obtained from the use of the Software and the Services by the Customer. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 11.3 Nothing in this Agreement excludes the liability of the Supplier for death or personal injury caused by the Supplier's negligence or for fraud or fraudulent misrepresentation.
- 11.4 Subject to clause 11.3, the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement and the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the price paid for the Services during the 12 months preceding the date on which the claim arose.

12. INITIAL TERM, RENEWAL AND TERMINATION

- 12.1 This Agreement shall commence on the Commencement Date and shall continue for the Initial Term. Following the Initial Term, this Agreement shall automatically renew for additional periods equal to the Initial Term. The Customer shall be entitled to terminate the Agreement by giving notice not less than 90 days before the expiry of the then current term, in which case the Agreement shall expire at the end of the then current term.
- 12.2 Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- (b) the Customer commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the Customer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
- (d) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company).

12.3 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the Commencement Date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

13. FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate this Agreement by giving 30 days' written notice to the other party.

14. WAIVER

14.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

14.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

15. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. SEVERANCE

16.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

16.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17. ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

18. ASSIGNMENT

18.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

18.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

19. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

20. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. THIRD PARTY RIGHTS

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. NOTICES

22.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by email or by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this Agreement.

22.2 A notice delivered by hand or by email shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

23. GOVERNING LAW

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

24. JURISDICTION

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

DATA PROCESSING AGREEMENT

1. **Definitions and Interpretation.** Capitalised terms and expressions used in this Schedule shall have the following meaning:

“Customer Personal Data”	means any Personal Data Processed by a Subprocessor on behalf of Customer pursuant to or in connection with this Agreement;
“Data Protection Laws”	means Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
“Data Protection Laws”	means the UK GDPR and any laws implementing or supplementing it;
“Data Transfer”	means a transfer of Customer Personal Data from the Customer to a Subprocessor; or an onward transfer of Customer Personal Data from a Subprocessor to a Sub-Subprocessor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);
“Services”	means the services which the Supplier provides for Customers.
“Subprocessor”	means any person appointed by or on behalf of the Supplier to process Personal Data in connection with the agreement.

The terms, “**Commission**”, “**Controller**”, “**Data Subject**”, “**Member State**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**” and “**Supervisory Authority**” shall have the same meaning as in the UK GDPR, and their cognate terms shall be construed accordingly.

2. **Processing of Customer Personal Data.** Where the Supplier Processes Customer Personal Data under the terms of the agreement, the Supplier shall comply with all applicable Data Protection Laws in the Processing of Customer Personal Data.
3. **The Supplier Personnel.** The Supplier shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Subprocessor who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with applicable laws in the context of that individual’s duties to the Subprocessor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
4. **Security.** Taking into account the state of the art, 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 Supplier shall in relation to the Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk,

including, as appropriate, the measures referred to in Article 32(1) of the UKGDPR.

5. In assessing the appropriate level of security, the Supplier shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.
6. **Subprocessing.** The Supplier shall not appoint (or disclose any Customer Personal Data to) any Subprocessor unless required or authorised to do so by the Customer, or by the Customer, having received authorization from the Customer.
7. **Data Subject Rights.** Taking into account the nature of the Processing, the Supplier shall implement appropriate technical and organisational measures, insofar as this is possible, to respond to any requests to exercise Data Subject rights under the Data Protection Laws.
8. The Supplier shall promptly notify the Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data.
9. **Personal Data Breach.** The Supplier shall notify Customer without undue delay upon the Supplier becoming aware of any Personal Data Breach affecting Customer Personal Data, providing the Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
10. The Supplier shall co-operate with the Customer and take reasonable commercial steps to assist in the investigation, mitigation and remediation of any such Personal Data Breach.
11. **Data Protection Impact Assessment and Prior Consultation.** The Supplier shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably requires under article 35 or 36 of the UK GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to the Supplier.
12. **Deletion or return of Customer Personal Data.** The Supplier shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Customer Personal Data delete and procure the deletion of all copies of Customer Personal Data. However, it is agreed that the Supplier may retain anonymized or aggregated data which cannot be used to identify individual Data Subjects.
13. **Audit rights.** The Supplier shall make available to the Customer on request all information necessary to demonstrate compliance with this agreement, and shall allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of the Customer Personal Data by the Supplier or its Subprocessors.
14. **Data Transfer.** The Supplier may not transfer or authorise the transfer of Data to countries outside the EU and/or the European Economic Area (EEA), other than under the EU-U.S. Privacy Shield Framework, without the prior written consent of the Customer, having received appropriate consent (where required) from the Customer. If personal data processed under this Agreement is transferred from a

country within the European Economic Area to a country outside the European Economic Area, or outside the EU-U.S. Privacy Shield Framework, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.