

## 1. DEFINITIONS AND INTERPRETATIONS

In this Master Services Agreement:

**Access Alto** is a trading name of Access UK Limited of The Old School, School Lane, Stratford St Mary, Colchester CO7 6LZ, registered company in England no: 02343760.

**Acceptable Use Policy** means the acceptable use policy at Schedule 2.

**Agreement** means the Order Form, these General Terms and Conditions and all relevant Special Terms and Conditions;

**Client** means the counterparty set out in the Order Form;

**Confidential Information** means any information, however conveyed or presented that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by the party as being confidential to it (whether or not it is marked "confidential information"), or which ought reasonably be considered to be confidential;

**Credentials** has the meaning set out in clause 5.1;

**End User** means an individual notified to the Client by the Client's customer that is authorised to use the Client's services;

**End User Data** means information including but not limited to Personal Data relating to End Users;

**Event of Insolvency** means the situation in which a party becomes insolvent, has an insolvency practitioner appointed over the whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution for it to be wound up (otherwise than in the furtherance of a scheme for solvent amalgamation or reconstruction), or an analogous event occurs in respect of a party in any jurisdiction to which that party is subject;

**Initial Term** means 36 months from the date of this Agreement or such other period as specified in an Order Form;

**Further Term** means a further term of 12 months commencing at the conclusion of the Initial Term or any Further Term;

**General Terms and Conditions** means these terms and conditions, including the Schedules but excluding any Special Terms and Conditions.

**Order Form** means the Order Form that sets out the Services that Access Alto has agreed to supply to the Client including, without limitation, any such paper or web-based order form or any form that Access Alto completes on behalf of the Client in the course of any telephoned order;

**Services** means those services that Access Alto has agreed to supply to the Client as set out and described on the Order Form; and Service means any one of them;

**Special Terms and Conditions** means (if applicable) the special terms and conditions annexed to the Order Form;

**Start Date** means the date that Access Alto actually starts supplying the Services to the Client in accordance with the relevant Order Form;

**Term** means the Initial Term plus any Further Term.

## 2. APPLICABILITY OF THESE TERMS AND CONDITIONS

2.1. These General Terms and Conditions apply to all Services that Access Alto supplies to the Client. This includes any and all past, present and future orders, unless otherwise agreed.

2.2. In respect of each individual Service that Access Alto agrees to supply to the Client as set out on the Order Form, a relevant set of Special Terms and Conditions may also apply.

2.3. To the extent that there is any inconsistency between an Order Form, any Special Terms and Conditions and these General Terms and Conditions the order of precedence as to their interpretation shall be:

2.3.1. the Order Form;

2.3.2. any relevant Special Terms and Conditions; and

2.3.3. these General Terms and Conditions.

## 3. DURATION

3.1. This Agreement shall take effect in respect of each Service from the later of the dates that:

3.1.1. the Client and Access Alto sign the relevant Order Form for that Service (if a paper-based Order Form is used); or

3.1.2. the Start Date on which the Services are supplied, or which is stipulated on the relevant Order Form.

3.2. Notwithstanding that an Order Form may be binding on a Party from the date of signature, it may be that Access Alto is not able to start supplying the relevant Service until a later date. Access Alto will usually include an anticipated start date for the Service on the Order Form for the relevant Service; this shall be indicative only and time shall not be of the essence in this regard.

3.3. This Agreement shall continue for the Term, subject in all cases to earlier termination in accordance with Clause 16.

## 4. ACCEPTABLE USE POLICY

4.1. The Client must comply with the Acceptable Use Policy at all times during the Term.

4.2. Access Alto may change the Acceptable Use Policy from time to time and Access Alto will give the Client no less than 14 days' notice of such change and thereafter the Client must comply with the Acceptable Use Policy as changed. Access Alto will not make changes to the Acceptable Use Policy that are unreasonable or that undermine the purpose of this Agreement.

## 5. PASSWORDS

5.1. Access Alto may issue the Client with one or more username and password combinations (**Credentials**) for use in connection with the Services. These Credentials are personal to the Client, the Client should not permit any unauthorised third party to use them.

5.2. Access Alto may assume that all use of the Credentials is by the Client or authorised by the Client. Access Alto shall have no liability to the Client for any unauthorised use of the Credentials.

5.3. Access Alto may decline to provide certain aspects of the Services if the Client has not provided the correct Credentials to Access Alto on request.

5.4. the Client must notify Access Alto immediately if the Client believes that the Credentials have been compromised. Promptly upon notice Access Alto shall:

5.4.1. remove permissions from the compromised Credentials; and

5.4.2. issue the Client with a new set of Credentials.

## 6. FEES

6.1. The Fees for each of the Services shall be as set out on the Order Form.

6.2. Any Fees that are indicated as 'set up costs' may be invoiced by Access Alto any time after signature of this Agreement.

6.3. Any Fees that are indicated as recurring shall be invoiced in advance at the frequency shown on the Order Form.

6.4. Fees do not include VAT. VAT is charged at the current rate on all services.

## 7. ACCESS ALTO'S RIGHT TO CHANGE THE FEES

Access Alto reserves the right to amend its fees with effect from the expiry of the initial Term. Access Alto will give the Client at least 60 days' notice of any increase in Fees for the Services. In certain cases an increase in Fees may permit the Client to terminate the affected Service pursuant to Clause 16.3.

## 8. PAYMENT

8.1. The Client must pay Access Alto's Fees within 30 days of the date of Access Alto's invoice, subject to the provisions of clause 8.2 and 8.3.

8.2. If the Client disputes any item on any of Access Alto's invoices in good faith, the Client must notify Access Alto within 7 days of the date of the relevant invoice and must still pay any undisputed amount within the time permitted in clause 8.1. If the Client does not notify Access Alto within this time the Client must pay the full amount of the invoice within the time permitted clause 8.1, but the Client may still query the invoice with Access Alto and in the event of a discrepancy, Access Alto will correct the error on the next invoice (or if the Agreement has expired or terminated in the interim, issue a credit note or closing invoice (depending on whether the error constituted an over-charge or an under-charge).

8.3. In some circumstances Access Alto may require payment in advance of providing the Services (for example, and without limitation, material hardware purchases and/or an inadequate credit check on Client). Access Alto will notify the Client if it has such a requirement.

8.4. The Client may not off-set any amounts that Access Alto may owe the Client (under this or any other Agreement) against any of Access Alto's invoices unless given written permission to do so.

8.5. If the Client is late in paying any of Access Alto's invoices, Access Alto may charge the Client (and the Client must pay) interest on such late payment at a rate of 10% (ten per cent) per annum, such interest to be calculated and compounded daily from the date that such payment should have been made to the date that it is actually made.

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## 9. INDEMNITY

The Client indemnifies and shall hold Access Alto, its employees and directors (together the **Indemnified Persons**) harmless against all loss, costs, expenses, damages and liabilities suffered as a result of a claim against the Indemnified Persons (or any of them) brought or threatened to be brought in a court or tribunal of competent jurisdiction that arises directly or indirectly from a breach by the Client of this Agreement.

## 10. DISCLAIMER

The Client acknowledges and agrees that the Client has not relied on any other warranty or representation, and Access Alto expressly disclaims all such warranties and representations including, without limitation, but to the maximum extent permitted by applicable law, any warranty relating to fitness for any particular purposes and merchantable quality.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1. For the avoidance of doubt, nothing in this Agreement shall act so as to transfer the intellectual property rights or any other proprietary right from one Party to the other.

11.2. Ownership of any documents produced by Access Alto for the Client as part of the Services (and the intellectual property rights therein) shall remain Access Alto's unless otherwise agreed in writing. To the extent that any such document contains Confidential Information (as defined in Clause 15.1, the provisions of Clause 15 shall apply notwithstanding the provisions of this Clause or any agreement to the contrary as to ownership.

11.3. All End User Data shall be the property of the Client or the Client's customers. Nothing in this Agreement is intended to transfer any aspect of ownership in the End User Data to Access Alto.

## 12. PUBLICITY

The Client agrees that at all times during the currency of this Agreement Access Alto may identify the Client in Access Alto's marketing material and on Access Alto's websites as a client. Access Alto may use the Client's corporate name, trading name and/or and logo to identify the Client. Access Alto agrees that the Client may withdraw this consent at any time on no less than 14 days' notice in writing to us.

## 13. DATA PROTECTION

The parties agree to comply with the Data Processor provisions in Schedule 3.

## 14. EXCLUSIONS AND LIMITATIONS OF LIABILITIES

14.1. Neither Party limits or excludes its liability hereunder for any loss:

14.1.1. resulting from death or personal injury caused by its negligence or that of any of its agents or subcontractors;

14.1.2. resulting from any statement or other representation made fraudulently.

14.2. Access Alto's liability hereunder shall be limited solely to direct loss or damages caused directly by its gross negligence or wilful misconduct. In no case shall Access Alto be deemed or held liable, in law, equity or otherwise, for any special, incidental, indirect or consequential loss or damages, including, without limitation, any loss or damages arising from lost customers, lost orders, lost profits, or lost revenues.

- 14.3. Neither Party shall be liable, nor responsible, for any third party technology, product, service, declaration, act or omission, or any other condition that is directly or indirectly referable to a third party.
- 14.4. For any Service in respect of which Access Alto has agreed to offer the Client Service Credits, Access Alto's sole liability to the Client, and the Client's sole remedy under this Agreement, for failure to comply with the relevant Service Levels shall be the payment by Access Alto of the relevant Service Credits.
- 14.5. Access Alto shall not be liable to the Client for any reason, for any loss of data.
- 14.6. Subject to sub-clauses 14.1 to 14.5 inclusive, each Party's aggregate liability to the other in respect of all matters connected to this Agreement and under any head of law (including, without limitation, the tort of negligence) shall be limited to the greater of (i) £5,000; and (ii) the aggregate of the Fees paid or payable in the 12 months preceding the breach, for the relevant Service in respect of which the breach occurred even if the Party was aware or ought reasonably to be aware of the likelihood of such liability.
- 14.7. In no event may the Client bring any claim against Access Alto more than 12 months after the Client knew of (or ought reasonably to have discovered) the event(s) giving rise to the potential liability.

## 15. CONFIDENTIALITY

- 15.1. All Confidential Information given by either Party to the other or otherwise obtained shall be treated by the other Party, its employees and subcontractors as confidential and shall not be used other than for the benefit of the disclosing Party or the furtherance of each Party's obligations under this Agreement. The foregoing applies notwithstanding that such Confidential Information may have been disclosed prior to this Agreement.
- 15.2. Each Party undertakes not to disclose, without the prior consent in writing of the other, Confidential Information belonging to or disclosed by the other in whole or in part to any other person save those of its employees, agents and contractors who are engaged in performing the provision or receipt of that Party's obligations hereunder and have a reasonable need to know such information and to its board members, professional advisers and auditors who have a reasonable need to know such information in order to advise the Company or otherwise carry out their duties.
- 15.3. The provisions of the preceding clause shall not apply to any information which:
- 15.3.1. is trivial or obvious (for the avoidance of doubt an element that is trivial or obvious in and of itself should not necessarily be taken as trivial or obvious in the context of the whole of the Confidential Information);
  - 15.3.2. becomes public knowledge other than by breach of this clause;
  - 15.3.3. is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party;
  - 15.3.4. is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure;
  - 15.3.5. is independently developed without use of the other Party's Confidential Information

15.4. It shall not be a breach of this Clause if the receiving Party is Access Alto

obliged to disclose the Confidential Information of the disclosing Party by order of a court of competent jurisdiction, pursuant to a regulatory demand or the rules of an internationally recognised stock-exchange provided that, so far as practical, the receiving Party gives prior written notice of such disclosure and provides reasonable assistance to the disclosing Party in trying to prevent or contain such disclosure.

- 15.5. At the request of a disclosing Party, the receiving Party shall promptly (and in any event within 30 days) return to the disclosing Party or destroy all Confidential Information of the disclosing Party and shall certify by a signature of a Director (as the term is understood in law) that it has complied with this sub-clause. In respect of confidential information stored electronically, it shall be sufficient that a party uses its reasonable endeavours to expunge such data from its systems. This shall not include the expunging of such data from a party's data backups or archives unless and until such backups and/or archives are restored to a live environment.

## 16. RIGHTS TO TERMINATE

- 16.1. Either Party may terminate this Agreement without liability immediately on written notice to the other Party in the event that:
- 16.1.1. the other Party has breached any material provision of this Agreement, or, in the Client's case, the Client has breached the provisions of Clause 3.3 and/or 8 (whether or not such provisions are regarded as material) and:
    - 16.1.1.1. such breach is un-remediable; or
    - 16.1.1.2. such breach has not been remedied within 15 days of receipt of written notice from the other Party requiring that such breach is remedied; or
  - 16.1.2. the other Party suffers an Event of Insolvency.
- 16.2. Either party may terminate an Order Form at the end of the Initial Term or Further Term (as applicable) by giving not less than 90 days' prior written notice to the other.
- 16.3. Access Alto may terminate the supply of any Service without liability to the Client in the event that:
- 16.3.1. Access Alto is no longer commercially able to continue the supply of such Service due to a change in the legal or regulatory environment; or
  - 16.3.2. any underlying hardware has reached the end of its useful life or warranty period.
- In either case, Access Alto will give the Client reasonable prior written notice.
- 16.4. The Client may terminate the receipt of a Service hereunder, without liability to Access Alto, in the event that Access Alto has notified the Client of an increase in Fees for that Service that is in excess of 15% of the Fees previously charged (excluding any discounts that may have been offered). The Client must exercise this right to terminate within 30 days of receiving the notice of such increase otherwise the Client shall be deemed to have unconditionally accepted such increase in Fees.
- 16.5. The Client may terminate the receipt of a Service hereunder, without liability to Access Alto, in the event that an event of Force Majeure (as referred to in Clause 19) continues for more than 15 days.

- 16.6. References to the termination of a Service in this Clause shall be deemed to include any other Service that is materially dependent on

the Service being terminated.

## 17. EFFECT OF TERMINATION AND EXPIRY

### 17.1. On termination or expiry of this Agreement:

- 17.1.1. Access Alto will cease providing the relevant Service or Services (as the case may be);
- 17.1.2. all the accrued rights and remedies of both Parties shall remain unaffected; and
- 17.1.3. the provisions of Clauses 1, 2, 8 (in respect of any unpaid invoices), 9, 14, 15, 17, 19 and 20 shall remain in force, notwithstanding termination.

## 18. RIGHTS TO SUSPEND

- 18.1. In any circumstances in which Access Alto may have the right to terminate this Agreement and/or any Order, Access Alto may suspend the provision of any Services under any one or more Orders in order to provide the Client and us some time to resolve any issues that have arisen.
- 18.2. Suspension shall not relieve the Client from the liability to pay the Fees during the suspended period.
- 18.3. Access Alto shall promptly re-enable the relevant Services in the event that the issues prompting the suspension have been resolved to Access Alto's reasonable satisfaction.
- 18.4. The provisions of this Clause are in addition to and are without prejudice to Access Alto's right to terminate this Agreement and/or any Order.

## 19. FORCE MAJEURE

In the event that Access Alto is prevented or hindered from providing the Services to the Client as a result of any event beyond Access Alto's reasonable control then Access Alto shall not be liable to the Client in respect of any resultant breach.

## 20. MISCELLANEOUS

- 20.1. If any part of this Agreement becomes or is illegal or unenforceable that part of this Agreement shall be deemed excised and the Parties shall act in good faith to replace the relevant part of this Agreement with an alternative that is not illegal or unenforceable and that maintains the intended business relationship between the Parties.
- 20.2. This Agreement represents the entire relationship between the Parties and supersedes all previous written or other correspondence and agreements as to the subject matter of this Agreement.
- 20.3. The Parties are entering into this Agreement as principals and nothing in this Agreement shall serve to create any agency or partnership benefiting the Parties.
- 20.4. No amendment to this Agreement shall be valid unless made in writing and signed by authorised representatives of both Parties.
- 20.5. No rights under this Agreement shall accrue to any person that is not expressly a party to this Agreement.
- 20.6. If either Party needs to send notices to the other Party they shall do so by first-class (or international equivalent) pre-paid post to the address given for that Party at the start of this Agreement or such Access Alto

other address as a Party may notify the other Party in accordance with this Clause.

- 20.7. Any notice will be deemed to be delivered 48 hours after posting it unless posted internationally, in which case delivery shall be deemed to take place 72 hours after postage.
- 20.8. This Agreement shall be governed by and construed in accordance with the laws of England (without regard to its provisions on conflict of law). The Parties expressly and unconditionally submit to the exclusive jurisdiction of the courts of England and Wales save that Access Alto may enforce any judgement on the Client anywhere in the world where the Client may have assets.

Signed for and on behalf of the Client:
Name:
Position:
Date:
Signed for and on behalf of Access UK Ltd
Name:
Position:
Date:

## Schedule 1 - Access Alto Service Level Agreement

### 1. INTRODUCTION

This Service Level Agreement (**SLA**) forms part of the Agreement between Access Alto and the Client and is subject to all terms of that Agreement. The scope of this SLA is the delivery of the Service which is managed by Access Alto.

#### 1.1 Additional Definitions

**Queries** means all reports of service faults, queries, requests for service or any other enquiries from the Client and/or the Client's End Users in relation to the Service and its operation.

**Business Day** means any day within the year, excluding weekends (Saturday, Sunday) and public holidays.

**Service** means the service provided by Access Alto to the Client or End User, as defined on the Order Form.

### 2. SERVICE LEVEL PROVISIONS

#### 2.1 Service Level Targets

Access Alto will use all reasonable efforts to ensure that Service is available for 100% of each calendar month. The Service will be deemed unavailable if it cannot be reached from a functioning Internet Connection. Any instances of unavailability shall have to be ratified by the Access Alto monitoring system.

The Access Alto Service shall not be deemed unavailable (without limitation) in the event of any of the following:

- 2.1.1 Periods of scheduled maintenance of which the Client has been notified.
- 2.1.2 Failure of the Client or End User connection to the Access Alto Network (e.g. via the public internet or the Client's own network, or any 3<sup>rd</sup> party telecommunications tail circuits);
- 2.1.3 Malfunction of Client's or End User's own computing systems;

#### 2.2 Service Level Credits

If Access Alto fails to achieve the Service Level Target, and if the Client requests Access Alto to do so within twenty (20) Business Days after the target is not met, Access Alto will issue to the Client service credits against future periods of service as detailed in the adjacent table.

The MRC (monthly recurring charges) used to calculate the Service credits will be the total monthly recurring charges (MRCs) relating to the affected Service.

Service credits issued shall not survive termination of the contract for the Service and are not applicable against other Access Alto services.

Performance against Service Level Targets will be reviewed and agreed on a quarterly basis by Access Alto account management.

Service	Service Level Target	Incident	Service Credit
Managed Server	30 Minute Hardware	Hardware not replaced within	1 day subscription per hour of downtime

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	Replacement	30 minutes	(after 30mins)*
Cloud Hosting	100% Uptime	Cloud Instance 'unavailable' during calendar month	1 day subscription per hour of downtime*
Co-location	100% Uptime	Service 'unavailable' during calendar month	1 day subscription per hour of downtime*
Access Alto Network	100% Uptime	Network 'unavailable' during calendar month	1 day subscription per hour of downtime*
Telephone Support Response	Response to call within 2 minutes	Failure to respond within 2 minutes	1 day subscription per hour of delay*
Telephone Support – Access to engineer	Engineer will commence dealing with issue within 30 minutes of call logged	Failure to commence within 30 minutes	1 day subscription per hour of delay (after 30 mins)*

\*Hour of downtime = hour or part thereof. MRC is the Monthly Recurring Charge for the service, as detailed on the Order Form. 1 day subscription is calculated as the MRC divided by the number of days in the calendar month in which the incident occurs. The maximum Service Credit available in any calendar month is 100% of the MRC.

### 3. SUPPORT

All service requests are to be sent via email to Access Alto at support@accessalto.com or by telephone on 0845 862 0104.



## **Schedule 2 - Access Alto Acceptable Use Policy**

### **1. General**

The Client acknowledges that Access Alto provides the telecommunications network facilities underlying the Service provided.

The use of Access Alto's telecommunications network facilities is subject to the following terms, breach of which may result in suspension or termination of the Client or End User's right to use the Service:

The Access Alto network may only be used for lawful purposes. Transmission of any material through the Access Alto network, or use of any part of it, in violation of any UK law or regulation is prohibited. Such prohibited transmission might include, but is not limited to: copyright material, material legally judged to be threatening or obscene, material protected by trade secret, whether or not the end user was aware of the content of the material or of the relevant law, the sending of unsolicited electronic mail.

The Client shall not knowingly use the service for transmission of computer viruses, for transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character, or which may cause annoyance, inconvenience or needless anxiety, or for the posting of any such material to bulletin boards or newsgroups in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to intellectual property rights).

The Client acknowledges that Access Alto is unable to exercise control over the content of any information passing over the Access Alto network and that Access Alto does not monitor or exercise any editorial control over the information passing over the Access Alto network. The Client further acknowledges that Access Alto hereby excludes all liability in respect of any transmission or reception of information of whatever kind, or the accuracy of the contents thereof, or the scrambling of any information or data.

### **2. Network and System Security**

The Client is prohibited from violating, or attempting to violate system or network security. Any violations may result in criminal or civil liability to the Client. Access Alto will investigate any alleged violations and will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of system or network violations include, but are not limited to:

- 2.1. Unauthorised monitoring or access to or use of data, networks or systems, including any attempt to probe, scan or test the vulnerability of a network and or system or to breach security or authentication measures without proper authorisation; and
- 2.2. interference with, or disrupting or disabling service to any user, host or network via means including, but not limited to, "overloading", "flooding", "mail-bombing", "denial of service attacks" or "crashing"; and
- 2.3. sending, storage, or distribution of viruses, worms, Trojans, or other malware component harmful to a network or system; and
- 2.4. forging any TCP/IP packet header or any part of an email header or newsgroup posting; and
- 2.5. attempts to circumvent or alter any method of measuring or billing for the Service.

### **3. Email**

The sending of unsolicited electronic mail messages using the Service is explicitly prohibited. Emails may be considered unsolicited unless all recipients have explicitly opted in to receive such emails from the sender

or are expecting to receive email from the sender.

All emails sent using the Service must include a valid "Reply to:" address under the control of the Client. Email message headers must not be missing, malformed or forged. Recipients must be able to request not to receive further email correspondence from the Client and in such instances the Client should honour the request in a timely manner and should no longer send email communications to the recipient.

Posting the same or similar message to more than one newsgroup, known as cross-posting, is prohibited.

The Client must not promote content hosted on Access Alto's network via the use of unsolicited electronic mail messages.

The Access Alto network may be used by the Client to access other networks world-wide and the end user agrees to conform to any acceptable use policies of Access Alto and any other such networks. In addition the Client undertakes to conform to any published Internet protocols and standards. In the event that communications by the Client do not conform to these standards, or if the Client makes profligate use of the Access Alto network to the detriment of Access Alto or other Access Alto Clients, Access Alto reserves the right to restrict passage of the Client communications until the Client complies with such standards or protocols or provides undertakings acceptable to Access Alto in respect of the Client's future use.

In the event that the Client is in breach of any provision of this schedule, Access Alto shall be entitled to suspend services forthwith without notice.

## Schedule 3 – Data Processing Schedule

### 1 AGREED TERMS

- 1.1 In this Schedule the following words shall have the following meanings:
- 1.2 “Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.
- 1.3 “Data Protection Legislation” the General Data Protection Regulation (Regulation (EU) 2016/679), Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the ePrivacy Regulation repealing Directive 2002/58/EC and subordinate national legislation (once applicable), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all laws and regulations applicable to the relevant party relating to the processing of personal data under or in relation to the Agreement including, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other applicable supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction.
- 1.4 “personal data”, “data subject”, “controller”, “processor” and “process” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.5 ‘Your personal data’ means any personal data for which You are the data controller and We are the data processor pursuant to this Agreement.

### 2 PROCESSOR CLAUSES

- 2.1 In the event that We process Your personal data under the Agreement, the parties record their intention that We are the processor and You are the controller of such personal data. Annex 1 to this Addendum 1 sets out the subject-matter and duration of the processing of Your personal data, the nature and purpose of the processing, the type of personal data and the categories of data subjects. The parties may amend Annex 1 from time to time by written agreement. You warrant and undertake that You have reviewed Annex 1 and that it contains full and accurate details of “type of personal data” and “categories of data subject” to which the Agreement relates. In the event of any change during the term of the Agreement You shall inform Us and You and We shall work together to correct Annex 1 and review Annex 2 as necessary. You shall defend, indemnify and hold Us harmless 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 any errors, inaccuracies or omissions from time to time in Annex 1 (as amended in accordance with this paragraph 2.1).
- 2.2 Each party shall comply with its obligations under applicable Data Protection Legislation and You warrant and undertake that You shall not instruct Us to process Your personal data where such processing would be unlawful.
- 2.3 Subject to paragraph 2.4 below, We shall process Your personal data only in accordance with Your documented instructions and shall not transfer Your Personal Data outside of the European Economic Area without Your consent. For the avoidance of any doubt, any configuration of the service by You shall constitute ‘written instructions’ for the purposes of this Addendum 1.
- 2.4 We may process Your personal data other than in accordance with Your documented instructions where required to do so by applicable law provided that (unless prohibited by applicable law on important grounds of public interest) We shall notify You of such legal requirement before such processing.
- 2.5 We shall ensure that individuals engaged in the processing of Your personal data under the Agreement are subject to obligations of confidentiality in respect of such personal data.

- 2.6 We shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk involved in processing Your personal data pursuant to the Agreement. The security measures are set out in Annex 2 to this Addendum and You warrant that You have reviewed such security measures and consider them appropriate in the context of the processing of Your personal data as anticipated by the Agreement.
- 2.7 We may engage such other processors (“Sub Processors”) as We consider reasonably appropriate for the processing of Your personal data in accordance with the terms of the Agreement (including in connection with support, maintenance and development, staff augmentation and the use of third party data centres) provided that We shall notify You of the addition or replacement of such Sub Processors and You may, on reasonable grounds, object to a Sub Processor by notifying Us in writing within 5 days of receipt of Our notification, giving reasons for Your objection. The parties shall work together to reach agreement on the engagement of Sub Processors. We shall require all Sub Processors to enter into an agreement equivalent effect to the terms contained in paragraphs 2.3 to 2.6 inclusive and We shall remain responsible and liable for Sub Processors’ acts and omissions.
- 2.8 In the event that any data subject exercises its rights under applicable Data Protection Legislation against You, We shall respond without undue delay and within 72 hours and shall use reasonable commercial efforts, to assist You in fulfilling Your obligations as controller within 5 days following written request from You provided that We may (a) extend such time period and/or (b) charge You on a time and materials basis in the event that we consider, in our reasonable discretion, that such assistance is onerous, complex, frequent or time consuming.
- 2.9 Upon discovering a Personal Data Breach, We shall notify You without undue delay and within 72 hours and shall assist You to the extent reasonably necessary in connection with notification to the applicable Supervisory Authority and data subjects, taking into account the nature of processing and the information available to Us.
- 2.10 In the event that You consider that the processing of personal data performed pursuant to the Agreement requires a privacy impact assessment to be undertaken, following written request from You, We shall use reasonable commercial endeavours to provide relevant information and assistance to You to facilitate such privacy impact assessment. We may charge You for such assistance on a time and materials basis.
- 2.11 Unless otherwise required by applicable law, following termination or expiry of the Agreement We shall, at Your option, delete or return all Your personal data and all copies thereof to You.
- 2.12 Where requested by You, We shall make available all information necessary to demonstrate Our compliance with the foregoing paragraphs 2.3 to 2.11 inclusive and shall contribute to audits conducted by You or another auditor mandated by You with reasonable prior written notice.
- 2.13 In the event that We consider that Your instructions relating to processing of Your personal data under the Agreement infringes Data Protection Legislation We shall inform You and You shall assess your instructions and Data Protection Legislation. We shall not be obliged to process any of Your personal data until You notify Us that Your instructions are non-infringing or amend Your instructions to make them non-infringing and notify Us accordingly.
- 2.14 We reserve the right to amend this Addendum 1 on written notice to You if We consider it reasonably necessary as a result of any changes in law or practice relating to the protection or treatment of personal data.

## ANNEX 1 – DETAILS OF PROCESSING

For details of how personal data is processed under this Agreement, please

see our "GDPR Portal" at <https://access-support.force.com/Support/s/gdpr-hub>

If you are not already registered on the Access hub you will need to do so.  
If you have any problems registering please contact [SupportCommunity@theaccessgroup.com](mailto:SupportCommunity@theaccessgroup.com)

## **ANNEX 2 – SECURITY STANDARDS**

We are currently ISO27001 certified and we undertake to maintain this certification for the Initial Term and any Further Term. ISO27001 certification demands best in class controls across:

- Information security policies
- Organisation of information security
- Human resource security
- Asset management
- Access control
- Cryptography
- Physical and environmental security
- Operations security
- Communications security
- System acquisition, development and maintenance
- Supplier relationships
- Information security incident management
- Information security aspects of business continuity management
- Compliance; with internal requirements, such as policies, and with external requirements, such as laws