

# ACCESS HANDISOFT ONLINE HOSTING SERVICES AGREEMENT

## 1) Definitions

Unless the context otherwise requires:

**Agreement** means this agreement, including any Schedules, Exhibits and Annexures;

**Application Software Support** means support for the software that you are licenced to use under the terms of the Access Handisoft End User Licence Agreement” (**EULA**)

**Business Hours** means the hours between 8.30 am and 5.00 pm on a Business Day where you are located within Australia; and

**Business Day** means a day in not being a Saturday, Sunday or a public holiday where you are located;

**Claims** means all rights, notices, actions, suits, proceedings, litigation, investigations, claims, demands, verdicts, judgements and findings wherever and however arising, whether past, present, unascertained, unknown, immediate, and whether based in contract, tort or statute;

**Client Data or Customer Data** means all data that You provide Us through the use of the Service, Software, Hosted Environment and Cloud Environment;

**Commencement Date** means the date specified on the Tax Invoice;

**Confidential Information** means the terms of this Agreement and all other non-public commercially valuable information of any kind and in any form (including without limitation oral, written and electronic form) that relates to a party and its business affairs, whether or not identified as confidential, which comes into the possession or control of a party as a result of this Agreement or which under the circumstances surrounding disclosure, ought to be treated as confidential, but excludes the following of either party:

- (a) information that is already in the public domain;
- (b) information which subsequently becomes part of the public domain other than as a result of an unauthorised disclosure by the receiving party or its representatives;  
or
- (c) information which is or becomes available to the receiving party from a third party who is legally entitled to possess and provide the information to the receiving party without a confidentiality restriction;

**Damages** mean all liabilities, costs, accounts, damages, losses, expenses, wherever and however arising, whether past, present, unascertained, unknown, immediate, future or contingent and whether based in contract, tort, equity or statute, including direct, general, indirect, special, incidental or consequential loss or damage, or any loss or corruption of data or loss of profit, business or goodwill;

**Data Protection Laws** means all applicable Australian laws and regulations governing the use or processing of Personal Data, as amended or updated from time to time;

**Data Subject** means a natural whose personal data is processed by a controller or processor;

**"Emergency Downtime"** means a cessation of your access to the Service caused by the execution of emergency maintenance on the Service for an urgent and unexpected condition. Notwithstanding the exercise of commercially reasonable precautions, "Emergency Downtime" may include without limitation preventing (a) the imminent loss of data, or (b) the introduction or reproduction of a virus, worm, or other malicious application. The hours associated with this "Emergency Downtime" shall not be counted as "Unscheduled Downtime".

**Fees** means the fees payable as specified in the Order Form or Renewal Notice and any additional charges associated with providing the Service such as excess data backup and storage fees, travel costs, or additional Professional Services that You request;

**Force Majeure** means an event beyond the reasonable control of a party, including an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government agency, a failure of a supplier, public utility or common carrier or computer disruption due to the effects of a virus or other malicious code introduced other than through the acts or omissions of the party seeking relief;

**Hosted Environment** means the physical environment of the Cloud service.

**Hours of Operation** means the total number of hours in any Month. For example, in a 31-day Month, Hours of Operation would be 744 (31 X 24).

**Initial Term** means the minimum term for which We will provide the Service to You stated in the Order Form;

**"Monthly Uptime %"** means the percentage calculated as 100% less the ratio (expressed as a percentage) of "*Monthly Unscheduled Downtime*" to Hours of Operation, rounded to the nearest one-tenth percent (0.1%). For example, if "*Monthly Unscheduled Downtime*" is 3 hours and Hours of Operation is 744 hours (=31x24), *Monthly Uptime %* would be 99.59% (100% - (3/744)x100).

**"Monthly Unscheduled Downtime"** means the total number of hours of "Unscheduled Downtime" during any billing cycle month which excludes Emergency Downtimes, Scheduled Downtimes for reasonable maintenance purposes, and Maintenance Windows for updates to Access Hosted Environment.

**Personal Data** means any information or opinion about a natural person (if true) which is reasonably identifiable;

**Cloud Deployment** means a client has a licence of Access HandiSoft software and decided to deploy on the Cloud environment;

**Cloud Environment** means Software and Services supplied by Us to enable access to the Software;

**Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, if by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by

transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and “**Process**”, “**Processed**” and “**Processes**” shall be construed accordingly;

**Our** or **Ours** means pertaining or belonging to The Access Group;

**Privacy Notice** means The Access Group’s privacy notice posted on <https://www.theaccessgroup.com/en-au/privacy-and-legal/> (or such other URL as The Access Group may notify to you) and which may be amended by The Access Group from time to time;

**Professional Service** means any non-standard professional or consulting service provided by Us to You from time to time as required and agreed by You;

**Renewal Term** means any further term following the Initial Term, as specified in clause 3;

**Access HandiSoft Online** is the name of the Service through which a customer can access their software through the Cloud environment.

**Access Hosted Environment** refers to the cloud environment built on Cloud computing platform including Microsoft Word and Excel and excludes any other application software.

**"Scheduled Downtime"** means a cessation of your access to the Service for reasonable purposes of changes or maintenance to operating systems or hardware platforms by The Access Group or its Suppliers. The Access Group shall notify you of "Scheduled Downtime" not less than 7 days prior to the start of any "Scheduled Downtime". The hours associated with "Scheduled Downtime" shall not be counted as "Unscheduled Downtime"

**Service or Services** means the service(s) referred to in the Order Form or Renewal Notice that We have agreed to supply to You;

**Service Availability %** is defined as the Monthly Uptime % of the Access hosted environment.

**Service Availability** is applicable for Access Hosted Environment on which Access Handisoft Online application is hosted.

**Service Level** means the standard Access service level as applicable from time to time;

**Supplier** means the supplier of the Access Hosted Environment on which the Software is installed and any other third party who is subcontracted to assist The Access Group in the establishment of the access to the Cloud server, or the provision of Services;

**Supplier Outages** means scheduled or emergency outages, acts of force majeure, suspension of the Services due to legal compulsion, and internet access issues outside the control of the Supplier;

**System Changes** mean changes which affect your system integrity or security such as adding new users or changing access permission;

**Term** means the Initial Term and any Renewal Term;

**Unavailable** is when a client cannot access the Cloud environment due to an environment issue. This excludes performance issues where performance is deemed less than at the normal levels however the environment is accessible;

**"Unscheduled Downtime"** means the hours of Downtime excluding "Emergency Downtime" and "Scheduled Downtime" executed during their prescribed time periods.

**We** and **Us** means The Access Group, its officers, servants, contractors, agents or authorised distributors; and

**Your** or **Yours** means pertaining or belonging to You.

## 2) Supply of Services

The Access Group will provide the Services to You subject to the terms and conditions of this Agreement.

Additions to the Services will initiate an updated Order Form applicable to the modified Service.

### Service Limitations

- (a) The Services are provided in good faith and to the best of Our ability in terms of availability, performance and security.
- (b) It is Your responsibility to manage Software user setup, and data processing.
- (c) The Access Group discloses that it has engaged a third-party supplier to assist in providing the Services to the customer. The Access Group reserves the right in its absolute discretion to change Suppliers in order to provide the Service, subject to the terms set out in this Agreement.
- (d) As part of the Service, You must nominate one or more technical contact(s). Changes to Your nominated technical contacts must be in writing and come from another nominated technical contact or the person who signed this Agreement.
- (e) Our default maintenance window is 4.00AM AEST on Sunday to 4.00PM Sunday each week. During this time, the Service may be unavailable for short periods.
- (f) Emergency scheduled downtime may occur for critical maintenance events (e.g. security patches). Due to their nature, minimal notice may be given for such events. We endeavour to minimise such occurrences.
- (g) We will make reasonable commercial efforts to prevent security breaches in the hosting environment that provides the hosting service in terms of local network, operating system, and hardware that is in Our exclusive control.
- (h) We reserve the right to request the removal of content from, and the cessation of transmittal of information using, the Cloud service if that content or information is illegal or may threaten the continued operation of the Cloud service.
- (i) We may from time to time, and at Our discretion, use a third party to assist with matters incidental to providing the Services, such as establishing security profiles, troubleshooting, etc.
- (j) We may from time to time, and at our sole discretion, change Supplier in order to provide you with an operational Hosted Environment. In order to minimise any disruption to your service, we shall give you at least 14 days' notice of our intention to change Supplier.

- (k) Other than for backup and disaster recovery purposes, we will ensure that, to the extent that any Client Data is stored on any of our or our Supplier's systems, or systems under our or our Supplier's control, those systems (including the Access Hosted Environment and the Cloud Environment) will be physically located in Australia.
- (l) The maximum data storage space and backup provided to you at no additional charge is up to 50GB. If the amount of data exceeds 50GB, then you will be charged excess fees at The Access Group's then current prices.
- (m) However, You agree that in order to deliver our Services to You, we may share the Client Data with The Access Group or its affiliates which may be located in foreign countries for primary purpose of maintaining or supporting the availability of the Service to You.

### **3) Term**

- (a) This Agreement will commence on the Commencement Date and, unless terminated pursuant to clause 11, continue for the Initial Term:
- (b) This Agreement will continue automatically for additional one (1) year terms ("Renewal Term") or as may be agreed between the parties and for the relevant fees applicable to the Renewal Term, which may be different from the Fees during the Initial Term, unless You notify Us in writing at least forty-five (45) days prior to the end of the Initial Term or a Renewal Term, that You have elected to terminate the Agreement.

### **4) Payment**

- (a) The Fees for the Services are due and payable in advance as directed by Us on the Order form, Tax Invoice, Statement or Renewal Notice.
- (b) If You dispute any part of an invoice You must notify Us within 14 days of its receipt.
- (c) If any amount owing by you under this or any other agreement for our Services is overdue for whatever reasons, we may, without limiting our rights and remedies, accelerate your unpaid fee obligations under such agreement so that all such obligations become immediately due and payable, and suspend our Services to you until such amount are paid in full.
- (d) We may charge interest on late payments at the rate equal to five percent (5%) above the prime lending rate then charged by our bank's overdraft facilities on one hundred thousand dollars or more from the date on which an invoice becomes overdue until payment is received in full by Us.
- (e) Payment obligations during the Initial Term are non-cancellable and, subject to clause 3(b) and 11(c), fees already paid are non-refundable.
- (f) On the anniversary of each 12-month period, The Access Group reserves the right to increase the Fees.

### **5) Taxes**

- (a) You must pay and indemnify Us against all taxes and duties payable in respect of this Agreement, any supply made under the Agreement and the Fees (excluding any income tax payable by Us).
- (b) In this clause, "GST" means the tax imposed by The New Tax System (Goods and Services Tax) Act 1999 (Cth) and related imposition Acts of the Commonwealth.

- (c) If GST is imposed on any supply made by Us under the Agreement, You must pay, in addition to any Fees (unless those fees already include GST), an additional amount equivalent to the GST payable.
- (d) We will provide You with a valid tax invoice for the amount of GST which We require You to pay to Us.

## **6) Your Obligations**

- (a) You must comply with all reasonable directions and policies issued by Us in relation to the use of the Services.
- (b) You must not use the Services in a way which is illegal, or which interferes with or disrupts other Internet users, service providers including the Supplier, their computers, software or hardware including without limitation:
  - i. propagating computer worms, trojans or viruses;
  - ii. using the Services to gain unauthorised access to another computer or network;
  - iii. sending harassing, obscene, indecent, offensive or threatening electronic mail;
  - iv. forgery (or attempted forgery) of electronic mail messages; and
  - v. placing, transmitting or storing any defamatory material.
- (c) You must keep all identification and log-in information that is used as part of the Services secret and secure. You agree not to disclose to any other person any identification or log-in information, whether in use or not, nor any other Confidential Information relating to US which You obtain through the use of the Services.
- (d) You must ensure that remote access to the Software by The Access Group, as required from time to time, is not prevented by Your actions.

## **7) Service Level-Hosted Environment**

The Access Group may use third party suppliers to provide and manage the Cloud Environment associated with the Services.

- (a) Subject to any disruptions to the Services caused by Supplier Outages, the Service Availability will be provided at 99%. The parties acknowledge that the Service Level may be subject to change by The Access Group from time to time. Any changes to the Service Levels will be notified to You by The Access Group in writing.
- (b) If We, at any time, elect to change Suppliers, We will ensure that the terms on which we engage any subsequent Supplier provide for at least equivalent or better service levels on the part of the replacement Supplier.

## **8) Application software support**

- (a) The Access Group will provide support associated with the Access Hosted environment and the Access Handisoft application.

## **9) Confidentiality**

- (a) Each party agrees to not disclose the other's Confidential Information and to use it only for the purposes of the Agreement. This obligation will not apply to any information that a recipient already knew before disclosure or information that comes into the public domain (except by breach of confidentiality). If required by law, a party may disclose the



Confidential Information of the other party, provided that, where a party determines that such disclosure may be compelled, that party first notifies the owner of the affected Confidential Information and provides such co-operation as the owner of the Confidential Information reasonably requires in objecting to the disclosure.

## 10) Liability

- (a) You agree that You have not relied on any representations made by Us which are not set out in the Agreement.
- (b) Except for the express Service Level warranties set out in clause 7, the Service is provided on an “as is” basis and Your use of the Service is at Your own risk. To the maximum extent permitted by law, We do not make, and hereby disclaim any and all other express and or implied warranties. We do not warrant that the Service will be uninterrupted, error-free or completely secure.
- (c) The only terms and conditions implied into the Agreement are those which cannot be lawfully excluded. Notwithstanding any other term in this Agreement, to the extent that consumers have the benefit of certain rights or remedies under the *Competition and Consumer Act, 2010* (Cth) and similar state and territory laws in Australia, in respect of which liability cannot be excluded, then to the maximum extent permitted by law, such liability is limited, at The Access Group’s option, in the case of goods or Services provided under this Agreement, to replacement of the goods or Services or paying the cost of having the goods or Services re-supplied.
- (d) Subject to clause 10(c) and otherwise to the maximum extent permitted by law, We will not be liable to You for any Damages, or Claims made by You or another person, relating to or arising from this Agreement.
- (e) You indemnify, and keep indemnified, Us and Our related bodies corporate from and against all Damages or Claims made against Us by You, or another person, relating to or arising from this Agreement or as a result of:
  - i. Your performance, non-performance or breach of the Agreement or Your use of the Service or attempted use (including fraudulent use) of the Service or equipment connected to the Service; and
  - ii. any information, data, images, graphics or material produced, stored, transmitted, accessed, downloaded or used by You or any other person using the Services.
- (f) You acknowledge that:
  - i. the Service was developed without consideration of your objectives and needs; and
  - ii. Service in general is not error-free,
  - iii. and agree that the existence of errors in the Service will not constitute a breach of this Agreement by The Access Group.
  - iv. The Access Group provides the Service “as is”.
  - v. No warranties are made with respect to the Service by any person, including but not limited to The Access Group, any of its officers, servants, contractors, agents and Authorised Distributors.
  - vi. To the extent permitted by law, The Access Group or any of its officers, servants, contractors, agents or Authorised Distributors will not be liable to you for any loss, costs, expenses or damages incurred by you as a result of using the Service.
- (g) In no event will either party have any liability to the other party for any damage caused by any third-party hosting providers, lost profits, revenues or indirect, special, incidental,

consequential, cover or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages, the foregoing disclaimer will not apply to the extent prohibited by law.

## **11) Termination**

- (a) Subject to clause 3, The Access Group shall be entitled to terminate this Agreement with immediate effect by written notice of termination in any of the following circumstances:
  - i. if you are in breach of any essential term of the Agreement. In this regard, non-payment of fees is considered an essential breach of this Agreement;
  - ii. if you, being a corporation, become the subject of insolvency;
  - iii. if you, being a firm or partnership are dissolved; or
  - iv. if there is a change in ownership of a Proprietary Limited company of more than 50% of the share and/or which effectively alters control.
- (b) On termination, each party must return or destroy all Confidential Information of the other and certify in writing to that effect.
- (c) Upon request by you, made within 90 days of the effective date of termination, The Access Group shall make available to you for download a file of your data along with attachments in their native format. The Access Group recommends that you download a copy of this file before the effective date of termination.

## **12) Force Majeure**

- (a) To the extent that a party's delay or inability to perform under this Agreement is due to the existence and its notification of a Force Majeure, the affected obligations of that party under this Agreement will be suspended until the passing of that Force Majeure event. A party must take all reasonable steps to minimise any disruption to and resume the performance of its affected obligations.
- (b) If substantially all of a party's obligations under this Agreement are suspended by a Force Majeure event under clause 12(a) by more than 21 days, either party may elect to terminate this Agreement without penalty, or the parties may enter into discussions to modify the affected obligations by variation of this Agreement.

## **13) General**

- (a) You may not directly or indirectly solicit for employment, or employ, Our employees until 12 months have expired after the termination of this Agreement.
- (b) Either you or We may assign or novate the Agreement to a related body corporate with the prior written consent of the other party, which will not be unreasonably withheld or delayed.
- (c) We may subcontract all or any part of the Services with Your prior written consent, provided We:
  - i. remain responsible for the performance of the Services in accordance with this Agreement;
  - ii. will be and remain liable to You for all acts, defaults and omissions of Our subcontractors as if they were Our acts, defaults or omissions; and



- iii. ensure each subcontractor complies with the terms of this Agreement, as if a reference to Us in any such term of this Agreement was a reference to a subcontractor.
- (d) This Agreement is governed by and shall be construed in accordance with the laws of the State of New South Wales.
- (e) Notices may be served on the parties registered address or to such other address as notified in writing.
- (f) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that right, power or remedy or an exercise of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise. Without limiting clause 7, a party is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising the right, power or remedy.
- (g) A provision of, or a right created under this Agreement may not be waived or varied except in writing, signed by the party or parties to be bound.
- (h) If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, this Agreement will remain otherwise in full force apart from such provision which will be severed.
- (i) This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous representations, agreements, understandings and negotiations on that subject matter.
- (j) Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or which are necessary, or reasonably requested by any other party, to give effect to this Agreement.
- (k) The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.
- (l) Clauses 4, 5, 6(c), and 9 survive the termination of this Agreement for any reason.

## 14) Disputes

- (a) If a difference between the parties under or in connection with this Agreement cannot be resolved within 30 days, then the matter is defined as a 'dispute' for the purposes of this Agreement (Dispute).
- (b) If a Dispute arises between the parties, either party may deliver to the other party a notice of dispute in writing, which notice shall identify and provide reasonable details of the Dispute (Notice of Dispute).
- (c) Within 5 Business Days of the delivery of the Notice of Dispute, the representatives of both parties (signatories to this Agreement or their nominated proxies) must meet or hold discussions and use their reasonable endeavors, acting in good faith, to resolve the Dispute, or else to agree a process for the resolution of the Dispute, which may include but is not limited to mediation or expert determination (Dispute Meeting).
- (d) If the Dispute is not resolved, or a process for the resolution of the Dispute has not been agreed, within 10 Business Days of the date of the Dispute Meeting, either party may

refer the dispute to mediation by the Australian Commercial Disputes Centre (ACDC) for resolution in accordance with its guidelines for commercial dispute resolution.

- (e) Either party may, at its sole discretion, determine that the findings made in clause 14(d) are not satisfactory and may then proceed to legal action within forty five (45) days of the finding made in clause 14(d), by giving written notice of their intention to the other party.
- (f) The party that raised the Dispute may withdraw the Dispute at any time by giving written notice (Notice of Dispute Withdrawal).
- (g) If the parties resolve the Dispute, a countersigned declaration of the Dispute's resolution must be delivered to each party (Notice of Dispute Resolution).
- (h) Subject to clause 11, notwithstanding any Dispute or difference, the parties must continue to perform their obligations under the Agreement.
- (i) Nothing in this clause 14 precludes either party from seeking urgent or injunctive relief.

## 15) Changes to these Terms and Conditions

- (a) Subject to any agreement to the contrary and to clause 15(c), these terms and conditions will remain in force for the Initial Term. We may propose a variation to these terms, to take effect from the commencement of the first Renewal Term or any anniversary of the commencement of that Renewal Term, provided that we must notify you of any such proposed variation at least 60 days in advance.
- (b) If You do not agree to any variation to these terms and conditions we propose, You may terminate the Agreement by written notice to us with effect at any time up to 120 days after we have notified you of the proposed variation without penalty and the terms and conditions will remain in force, without the proposed variation, until the date of termination.
- (c) The preceding provisions of this clause 15 do not apply to changes to the Fees. The Fees are fixed for the Initial Term but may be varied by Us with effect from the commencement of any Renewal Term, provided that we notify You of the amended Fees at least 90 days prior to the commencement of each Renewal Term.

## Anti-Bribery and Corruption

Each party will and will procure that persons associated with them:

- i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the “**Relevant Requirements**”);
- ii) not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
- iii) not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;
- iv) promptly report to the other party any request or demand for any undue financial or other advantage received by it regarding this Agreement;

have and maintain in place during the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them

where appropriate.

## 16) Intellectual Property and Licensing

- (a) We warrant that:
  - i) we own, or are licenced and authorised to make available for Your use the Software for the purposes of this Agreement;
  - ii) that your use of the Software and the Private Hosted Environment in accordance with the terms of this Agreement will not cause you or us to infringe the intellectual property rights of any third party.
- (b) We will indemnify you against all Claims and Damages you may suffer or incur in the event of any breach of the warranties in clause 16(a), provided that you must notify us as soon as practicable of any Claim and, if we request, allow us to defend, manage or settle the Claim.
- (c) In the event of a Claim that Your use of the Software in accordance with this Agreement infringes the intellectual property rights of any third party then, without limiting clause 16(b), we will procure for you the right to continue to use the Software, or modify the Software so it is no longer infringing, or if neither of those are reasonably possible, refund you any Fees paid, together with your reasonable costs incurred in migrating to an alternative provider.
- (d) You acknowledge that the Software and the Private Hosted Environment is made available to you under licence only. That licence persists only during the currency of this Agreement and nothing in this agreement assigns to you any ownership or perpetual right with respect to the Software.
- (e) Without limiting clause 16(d), the Software is licenced to You subject to the “Access Handisoft End User Licence Agreement” (**EULA**). The terms of the EULA are incorporated into and form part of this agreement, and are binding on both parties, provided that, to the extent that there is any inconsistency or conflict between the terms of clauses 1 to 16 and Schedule 1 of this agreement and the terms of the EULA, the terms of this agreement shall prevail.
- (f) To the extent that in the performance of this Agreement or any related agreement, intellectual property rights are created which vest in, or are required to be assigned to, You, We acknowledge that you are free to deal with all such rights freely, provided that, where the use of such intellectual property is necessary for use of the Private Hosted Environment, You must retain sufficient rights to enable your continued use of the Private Hosted Environment as long as You remain a party to this agreement.

## 17) Data Protection

- 17.1 For the purposes of this Agreement, the parties agree that you have sole responsibility for its legality, reliability, integrity, accuracy and quality of Customer Data.
- 17.2 You warrant and represent that:
  - 17.2.1 you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;
  - 17.2.2 you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to The Access Group regarding persons other than yourself;

**17.2.3** you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:

**17.2.3.1** you to disclose the Customer Personal Data to The Access Group;

**17.2.3.2** The Access Group to Process the Customer Personal Data for the purposes set out in this Agreement; and

**17.2.3.3** The Access Group to disclose the Customer Personal Data to: (a) its agents, service providers and other companies within the Access group of companies.

**17.3** You acknowledge and agree that, in addition to those persons to whom The Access Group is authorised to disclose the Customer Personal Data under clause 17.2, The Access Group may also be obliged to disclose Customer Personal Data to:

**17.3.1** law enforcement agencies;

**17.3.2** any other person in order to meet any legal obligations on The Access Group, including statutory or regulatory reporting; and

**17.3.3** any other person who has a legal right to require disclosure of the information, including where the recipients of the Customer Personal Data are outside the European Economic Area.

Provided that, if The Access Group is obliged to disclose Customer Personal Data in the circumstances contemplated in clauses 17.3.1 to 17.3.3, The Access Group must first notify You of the demand for the disclosure of the information and afford You a reasonable opportunity to oppose or comply with the demand directly or, in circumstances where The Access Group is not permitted to disclose the demand to You, The Access Group must make all reasonable efforts, including taking or defending relevant legal action to resist the disclosure.

## **SCHEDULE 1**

### **1) SERVICE LEVEL RESPONSIBILITIES**

- a) The Access Group will use, undertake or employ, at its discretion, whatever systems, procedures and or actions that it deems necessary in executing and performing any of its responsibilities as detailed in these Service Levels and will determine the manner in which it implements, undertakes or provides these systems, procedures and or actions.
- b) All times referred to in these Service Levels are references to Business Hours, unless otherwise notified in writing by The Access Group.
- c) You will:
  - i) ensure that Your staff have current and accurate procedures and instructions in place to enable use of the Services and the Software; and
  - ii) ensure that Your staff are adequately trained in the use of the Services and Software and that those staff are the Access contacts.

### **2) ISSUE MANAGEMENT**

- a) Where issues arise in the delivery of Services, You will report all problems to the The Access Group Support in a timely manner. The Access Group Support will provide the support to you as agreed between the parties.