



Dated

Ticketsolve Limited
&
Insert Company Name

Agreement for the Provision
of Box Office & On-line Ticketing Services

Clerkin Lynch
Solicitors
29 Kildare Street
Dublin 2



This Agreement is made on Date

Between

Ticketsolve Limited of Guinness Enterprise Centre, Taylor's Lane, Dublin 8, Ireland (incorporated in Ireland with registered number 451337) ("Ticketsolve");

&

Add company details ("The User")

Terms of Service/Conditions of Use

1. Introduction

- 1.1. The services (defined below) of Ticketsolve and its website (the Site) and services, defined below, are offered to the User upon condition of your acceptance without modification of the following terms of service and conditions of use (the Terms).
- 1.2. By using the Site, the User agrees to be bound by the Terms. If the User is entering into these Terms on behalf of a company or any other legal entity, the User represents that it has the authority to bind such entity to the Terms. The User agrees that the Terms set out the User's rights and obligations with respect to the use of the Site and its Services.
- 1.3. By using any of the Services offered by Ticketsolve, the User, if a natural person, is deemed to warrant that it is 18 years or over, or, if not, under the supervision of an adult.
- 1.4. Ticketsolve offers the User integrated on-line ticketing and box-office solutions (the Services).

2. Acknowledgment and Acceptance of Terms

- 2.1. Ticketsolve provides free access to the Site. The Services are provided to the User pursuant to the Terms and Ticketsolve reserves the right to publish additional operating rules or policies from time to time.

3. Grant of Licence

- 3.1. Ticketsolve hereby grants the User a non-exclusive, non-transferable, licence to use the Site and Services, solely for the User's own internal business purposes, subject to the Terms. All rights not expressly granted to the User are reserved by Ticketsolve.

4. Access to the Services

The User agrees to:

- 4.1. provide all equipment, including a computer and modem, necessary to establish a connection to the internet;
- 4.2. arrange for the User's own access to the internet and pay any telephone, line rental or other connection and service fees associated with such access;

5. Payment

- 5.1. The User agrees to pay Ticketsolve the Usage Fees for its use of the Site and the Services based on the successful deployment and usage of the Site and the Services by the User at the rates set out in this contract.
- 5.2. The fee are exclusive of all credit card fees and merchant costs and the User agrees to indemnify Ticketsolve against all and any such charges.

6. Modifications of Terms

- 6.1 Ticketsolve reserves the right to modify the Terms at any time and at its sole discretion by informing the User that a revision has been made. The User will receive notification of modification of Terms 20 working days in advance of the modified Terms becoming into effect. The User is expected to review the revised Agreement to take notice of any changes. Any change will be deemed accepted by the User unless Ticketsolve receives written notification within 10 working days of the User being informed of the revision.

7. User account, password and security

- 7.1. The User is entirely responsible for maintaining the confidentiality of the User's password and account, and for any and all activities which occur under the User's account or password. The User agrees to immediately notify Ticketsolve of any unauthorised use of the User's account, password, or any other breach of security known to the User.
- 7.2. Ticketsolve will not be liable for any loss that the User may incur as a result of someone else using or accessing the User's password or account, either with or without the User's knowledge, unless that security breach is caused by an employee or former employee of Ticketsolve. However the User may be held liable for losses incurred by Ticketsolve or any other party as a result of someone else using or accessing the User's password or account unless that security breach is caused by an employee or former employee of Ticketsolve. The User will not use anyone else's account at any time without the permission of the account holder. The User may change his/her password or profile by following instructions on the Site.

8. Notice

- 8.1. All notices to a party shall be made in writing and shall be made either via online announcements, e-mail, or conventional mail. Ticketsolve may broadcast notices or messages through the Services and such broadcasts shall constitute notice to the User.

9. Proprietary rights to content

- 9.1. The User acknowledges that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material (the Content) contained in either sponsor advertisements, or Internet-distributed, commercially produced information presented to the User by Ticketsolve, its advertisers, or other Ticketsolve Users may be protected by copyrights, trademarks, patents or other proprietary rights and laws. The User is only granted a limited licence for the User's own use for the Site and Services unless expressly otherwise authorised in writing by Ticketsolve and in particular is only granted a limited licence to refer to, bookmark or point to any page within the Site, or to download the Content to a single personal computer or to make a printout in respect of a single copy of the Content for personal reference only. All copyright and other proprietary notices in the materials must be left intact. The User may not copy, reproduce, distribute, or create derivative works from the Content without expressly being authorised to do so by the relevant copyright owner.

10. Indemnification

- 10.1. The User agrees to indemnify, defend (at Ticketsolve's request), and hold Ticketsolve, its parent, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable legal expenses, made or brought by any third party due to or arising out of the User's use of the Site or Services or any part thereof, or the violation of the Terms or any provision therein by the User, or the infringement or misappropriation by the User, or a third party using the User's computer, of any account or password to access and/or use the Services, or the violation of any intellectual property rights of any person or entity, or the use or misuse by the User or third parties of



the User's passwords or accounts unless the User's use of the site is in accordance with the processes and advice recommended by Ticketsolve.

11. Notice Period

- 11.1. This Agreement shall come into force on the Effective Date. The Services shall commence on the Commencement Date and shall continue for the Initial Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months commencing at the end of the term unless either party gives at least 30 days written notice to the other, in which case this Agreement shall terminate upon the expiry of the notice period.

12. Internet Delays

- 12.1. The Site and the Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Ticketsolve is not liable for any delays, delivery failures, or other damage resulting from delays which are outside of the control of Ticketsolve.

13. Complaints Procedure

- 13.1. Any abuse of the Services, including but not limited to the violation of the Terms or any provision therein, or the infringement or misappropriation by any User, or a third party using a User's computer, of any account or password to access and/or use the Services, or of any intellectual property rights of any person or entity, or the use or misuse by any User or third parties of a User's passwords or accounts, should be reported immediately to Ticketsolve at info@Ticketsolve.com.

14. Modifications and Discontinuance of the Services

- 14.1. Ticketsolve reserves the right at its sole discretion to modify the Site or Services, or any portion thereof, at any time, and this may result in a temporary discontinuity of service. In such circumstances Ticketsolve will use its best endeavours to provide notice to the User to enable the User to make alternative arrangements. Ticketsolve shall not be liable to the User or any third party should Ticketsolve exercise its right to modify or discontinue the Site or Services. No refunds will be granted to any Users who have paid Usage Fees in this instance, annual service fees will be refunded pro rata on the discontinuation of service.

15. Suspension and Termination

- 15.1. It may be necessary to temporarily suspend the Services from time to time to carry out maintenance of equipment. In addition, the Services may also be suspended (in whole or part) where Ticketsolve is obliged to comply with an order, instruction or request of government, a court or other competent administrative authority or an emergency service organisation.
- 15.2. Ticketsolve may suspend the provision of the Services to the User if payment of any Usage Fees is overdue (whether or not disputed by the User). Ticketsolve may also suspend the Services (or any part thereof) at any time without notice if in the sole opinion of Ticketsolve the use of the Site and the Services by the User damages, or threatens to damage, the security or stability of the Site or the Services or services provided by Ticketsolve to other users. Ticketsolve must inform the User immediately if such an action takes place.
- 15.3. Either party may terminate all or part of the Services at any time upon notice in writing to the other party in the event that the other party commits a breach of its obligations under this agreement and such breach is material and cannot be remedied.

- 15.4. The termination of this agreement shall be without prejudice to the rights and remedies of either party which have accrued up to the date of termination
- 15.5. Upon termination, there shall be no refund of any element of the usage fees and all unpaid usage fees shall become immediately due (including on a pro rata basis where part of a periodic charge charged in arrears is due). All provisions of the Terms which, in order to give effect to their meaning, need to survive termination shall remain in full force and effect thereafter.
- 15.6. Ticketsolve will retain all the User's data in its possession for a maximum period of thirty days after the effective date of the termination of this agreement and shall use reasonable endeavours to deliver the most recent a back-up to the User in an interchange format within thirty days provided that the User has paid all fees outstanding at that time.
- 15.7. Unless terminated sooner as herein provided, this Agreement shall automatically renew for successive terms of one year.

16. Third Parties, Advertising and Linked Sites

- 16.1. Ticketsolve does not control the content of any events or services supplied by third parties and the inclusion of content does not imply endorsement of the third party by Ticketsolve or any association with that third party. The User's correspondence or business dealing with, or participation in promotions of, advertisers or third parties found on or through the Site or Services, including payment for and delivery of related goods or services, and any other representations associated with such dealings, are solely between the User and such advertiser or third party. The User agrees that Ticketsolve shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third parties on the Site or Services.
- 16.2. The Site or the Services may contain images of and links to third party websites (Linked Sites). Linked Sites are not under the control of Ticketsolve and the User agrees that Ticketsolve is not responsible for the content of any Linked Sites. The inclusion of a link does not imply endorsement of the Linked Sites by Ticketsolve or any association with its owners or operators. The User's correspondence or business dealing with advertisers or third parties found on or through Linked Sites, including payment for and delivery of related goods or services, and any other representations associated with such dealings, are solely between the User and such advertiser or third party. The User agrees that Ticketsolve shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third parties on the Site or Services.

17. Warranties

- 17.1. Ticketsolve warrants to the User that it will use reasonable endeavours to ensure that the Services when used in accordance with this Agreement will function materially in accordance with the Documentation subject to this warranty not applying to the extent of any non-conformance which is caused by use of the Services contrary to Ticketsolve instructions, or modification or alteration of the Services by any party other than Ticketsolve or the Ticketsolve duly authorised contractors or agents.
- 17.2. Ticketsolve warrants that the Services, when used in accordance with this agreement, will not infringe the Intellectual Property Rights of a third party.
- 17.3. Ticketsolve shall not be responsible for the effect or result of the introduction or entry of any virus into the Site and /or one or any of the Services.



- 17.4. Ticketsolve expressly disclaims all warranties of any kind insofar as is permissible by law, whether express, implied or statutory, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
- 17.5. The User understands and agrees that any Content downloaded or otherwise obtained through the use of the Site or Services is done at the User's own discretion and risk. Ticketsolve is not responsible for any damage to the User's computer system or loss of data that results from the download of such Content.
- 17.6. Ticketsolve makes no warranty regarding any goods or services purchased or obtained through the Site or Services or any transactions entered into through the Site or Services.
- 17.7. Ticketsolve accepts no responsibility for deletion, corruption or failure to store messages or content maintained or transmitted by the Service. Ticketsolve accepts no liability for any interruption of business as a direct or indirect result of the Site or Services.
- 17.8. No advice or information, whether oral or written, obtained by the User from Ticketsolve shall create any warranty not expressly made herein.

18. Limitation of Liability

- 18.1. Notwithstanding any provision to the contrary, nothing in this Agreement shall limit or exclude Ticketsolve's liability for: death; personal injury; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.
- 18.2. Neither Party shall be liable in any circumstances to the other Party for any loss of use, interruption of business, or any direct or indirect, special, incidental, or consequential damages of any kind (including but not limited to lost profits) regardless of the form of action, whether in contract, tort (including negligence), strict product liability, or otherwise.

19. Confidentiality

- 19.1. The User agrees and undertakes that it will keep confidential and will not without the prior written consent of Ticketsolve disclose to any third party any information of a confidential nature (including the trade secrets, the provisions of the Terms and information of commercial value) which may become known to it from Ticketsolve and which relates to Ticketsolve, any of its affiliates or customers unless such information is public knowledge or already known to such party at the time of disclosure or subsequently becomes public knowledge other than by breach of the Terms or subsequently comes lawfully into the possession of such party from a third party.

20. Assignment

- 20.1. Ticketsolve may at its sole discretion assign, transfer, sub-license, sub-contract or deal in any other manner with all or any of its rights under the Terms or any part thereof to a third party.
- 20.2. No right may be assigned, and no duty may be delegated, by the User under the Terms except upon the prior written consent of Ticketsolve and any attempted assignment and delegation without such consent shall be void and without effect.
- 20.3. The Terms shall be binding upon and shall endure to the benefit of the parties hereto and their respective representatives, heirs, administrators, successors and permitted assigns except as otherwise provided herein.

21. Ownership and Control of Data

21.1. Ticketsolve acts as a data processor on behalf of its user (data controller). Any information or data, transactional or otherwise, about the User's customers (the Data) which the User obtains through the use of the Services is the property and the responsibility of the User and shall be stored by Ticketsolve only for the exclusive use of the User. Ticketsolve is fully compliant with the EU General Data Protection Regulations (GDPR). Ticketsolve have implemented appropriate technological measures to protect against accidental loss, destruction, damage, alteration or disclosure. No data is disclosed to any third party. See Appendix 2 for Ticketsolve's Data Processing Agreement which forms part of this contract.

22. No Agency

22.1. Neither party is, nor will it be deemed to be, an agent or legal representative of the other party for any purpose. Neither party will be entitled to enter into any contracts in the name of or on behalf of the other party and neither party will be entitled to pledge the credit of the other party in any way or hold itself out as having authority to do so.

23. Force Majeure

23.1. Ticketsolve shall not be responsible to the User in circumstances where some or all of the obligations under the Terms cannot be performed due to circumstances outside the reasonable control of Ticketsolve, including an Act of God, change in legislation, fire, explosion, flood, accident, strike, lockout or other industrial dispute, war, terrorist act, riot, civil commotion, failure of public power supplies, failure of communication facilities, default of suppliers or sub-contractors, or the inability to secure computer processing facilities including those of the necessary quality or security, obtain SMS text messaging services, obtain materials or supplies and, in all cases, the inability to do so except at increased prices whether or not due to such causes.

24. Severability

24.1. If any of the provisions of the Terms is found by an arbitrator, court or other competent authority to be void or unenforceable, it shall be deemed to be deleted from the Terms and the remaining provisions shall continue to apply. The parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision found to be void or unenforceable.

25. Additional Services

25.1. Ticketsolve will provide such other services as may be agreed between the User and Ticketsolve in writing from time to time (the Additional Services) and where Ticketsolve provides Additional Services to the User, a separate fee, also to be agreed in writing between the parties, will be charged to the User for the Additional Services.

26. Waiver

26.1. Any waiver (express or implied) by either party of any breach of the Terms shall not constitute a waiver of any other or subsequent breach. No provision of the Terms will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorised officer of the waiving party. In particular but without prejudice Ticketsolve's failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Ticketsolve in writing.

27. Headings

27.1. The clause headings in the Terms are solely used for the convenience of the parties and have no legal or contractual significance.

28. Entire Agreement

- 28.1. The Terms comprise the entire agreement between the User and Ticketsolve and supersede all prior agreements between the parties. The User acknowledges that it has not relied on any representations other than those contained in the Terms. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. The User may also be subject to additional terms and conditions when the User uses affiliate or third-party services.

29. Commercial re-use prohibited

- 29.1. The User agrees not to license, sub-license, contract, sub-contract, assign, distribute, reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Site, Services or Content without expressly being authorised to do so by Ticketsolve or the relevant copyright owner.
- 29.2. The User shall not modify or make derivative works based upon the Services or the Content nor shall the User create Internet "links" to the Services or the Site (backend application) or "frame" or "mirror" any Content on any other server or wireless or Internet-based device.
- 29.3. The User shall not reverse engineer or access the Site or the Services in order to build a competitive product or service, build a product using similar ideas, features, functions or graphics of the Services, or copy any ideas, features, functions or graphics of the Site or the Services.
- 29.4. The User also agrees not to use a Ticketsolve e-mail address in any way that may imply or otherwise suggest endorsement by or partnership with Ticketsolve or any associated brands or companies and further agrees not to use a Ticketsolve e-mail address for the purposes of any business trade or profession which may or in any other way which may bring Ticketsolve or any associated brands or companies into disrepute. Ticketsolve accepts no responsibility for any interruption or loss of business arising as a direct or indirect result of the Site or the Service.

30. Governing Law and Jurisdiction

- 30.1. The Terms shall for all purposes be governed by and interpreted in accordance with the laws of Ireland. The User and Ticketsolve agree to submit to the exclusive jurisdiction of the courts of Ireland. The place of performance of these Terms shall be Ireland.

Contract Terms

Signed for and on behalf of the User by:

Signed for and on behalf of Ticketsolve by:

Signee Name:

Signee Name

Appendix 1

Service Level Agreement

Any issues that affect the ability to make sales or take payments are treated as priority 1 and are dealt with 24/7 as per our Service Level Agreement. Issues outside of this are dealt within office hours and any required fixes deployed at next appropriate deployment.

Ticketsolve support mail is also constantly monitored and responded to within the same working day. All solutions to questions are shared with the customer base using support tool Zendesk so that support learnings are shared with entire client base.

Due to all users using the same system we can replicate all problems in Head Office ensuring issues are dealt with in a timely and professional manner. Remote access is readily available to assist front line box office staff, those running reports or configuring the system. We use a number of software tools to aid us with remote access i.e. GotoMeeting and Team Viewer which allows us remote access to all users desktops.

Ticketsolve categorise the severity level definitions on a scale of 1 (most severe) to 3 (general issues). Please see table below:

Severity Level	Definition
Level 1 High	Major impact no access to application and no work around solution.
Level 2 Medium	Minor impact due to application impaired and work around solution is available
Level 3 Low	Minimum or no impact to the application and includes general enquiry or request.

These issues relate to those items within the control of Ticketsolve including but not limited to Application, Server Infrastructure, Software and Services directly managed by Ticketsolve. For items outside the direct control of Ticketsolve, including internet connections, VPN, Dedicated Lines, Electricity networks, Firewalls, Routers, Payment processing, the onus is on the customer to resolve these issues.

Target Resolution Time

Resolution time is the elapsed time difference between when the case is received by Ticketsolve and when the case is closed (user acceptance). That does not include the time of any clock stop (e.g. Out of related time coverage window, waiting for 3rd party resolution or assistance, waiting for customer information, waiting for user approval). The table below outlines Ticketsolve's service level adherence to response and resolution time:

Severity Level	Service Level Criteria	Minimum % Adherence
Level 1 High	Response Time and Resolution Time	95%
Level 2 Medium	Response Time and Resolution Time	95%

Level 3 Low	Response Time and Resolution Time	90%
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The table below outlines the specific timings in relation to each severity level:

Severity Level	Response	Diagnosis	Workaround	Resolution
Level 1 High	3 hours	3 hours	8 hours	Within 24 hours
Level 2 Medium	3 hours	4 hours	8 hours	3 business days
Level 3 Low	5 hours	1 business day	2 business days	5 business days

Ticketsolve will work with its best efforts in resolving the issues at the earliest possible time. The timings outlined above are average resolution times. Ticketsolve works on a continuous upgrade cycle, where deploys are implemented on a regular basis. Certain non-critical (e.g. cosmetic) fixes may be deployed weekly. Ticketsolve's on-call, on-demand service is provided out of the agreed service windows.

Monitoring & Resolutions

Ticketsolve is monitored automatically 24/7 to ensure the system is working correctly and efficiently. These monitoring systems actively watch all aspects of the platform and automatically notify us by email and text alert when there are any problems. The overall clustered infrastructure ensures that there is no single point of failure.

The client would have the ability to control automated recovery facilities, in the event of a 'routine' system failure. In the case of application server problems they are automatically taken out of the server list and alerts generated. In the case of database issues an alert is generated. If there is a serious issue with the main database the warm back up can be switched to in a matter of minutes.

System Uptime

Ticketsolve will guarantee a system uptime of 99.9% as part of the service level agreement.

Backup & Disaster Recovery

As a hosted solution, Ticketsolve provides a comprehensive disaster recovery plan as part of our managed service. Our plan is outlined below.

If a disastrous interruption of service occurs we would transition the application to work on the Amazon Elastic Compute Cloud (Amazon EC2) platform. This is a web service that provides resizable compute capacity in the cloud. This service allows Ticketsolve to quickly restore latest database backup and be live on a new platform in a matter of hours in the case of a disaster.

Tests are carried out frequently to ensure that any disaster recovery execution will go as smoothly as possible. Currently our estimated time for restoration once instigated is between 60-120 minutes.

Appendix 2

Data Processing Agreement

This Data Protection Addendum ("**Addendum**") dated 25 May 2018 forms part of the privacy policy of Ticketsolve Limited (the "**Privacy Policy**") and the terms and conditions for the provision of online ticketing services (the "**Terms and Conditions**") between: (i) Ticketsolve Limited ("**Data Processor**"); and (ii) the Users (as hereinafter defined) ("**Data Controller(s)**").

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Terms and Conditions and Privacy Policy. Except as modified below, the Terms and Conditions and Privacy Policy shall remain in full force and effect.

The parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Terms and Conditions and the Privacy Policy.

1. Definitions

1.1. In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

- (a) "**Addendum Effective Date**" has the meaning given to it in section 2;
- (b) "**Applicable Laws**" means (a) the laws of Ireland (b) European Union or Member State laws with respect to the Personal Data; and (c) any other applicable law with respect to the Personal Data;
- (c) "**Data Processor Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with the Data Processor, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- (d) "**Data Protection Laws**" shall mean the Data Protection Acts 1988 – 2003, Directive 95/46/EC and Directive 2002/58/EC, in each case as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, statutes, decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, any Supervisory Authority and other applicable authorities;
- (e) The terms Data Controller, Data Processor, Data Subject, Process/Processing and Special Categories of Personal Data shall have the same meaning as described in the Data Protection Laws;
- (f) "**Delete**" means the removal or obliteration of Personal Data such that it cannot be recovered or reconstructed;
- (g) "**Group**" shall mean, in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group. A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in sections 7 and 8 of the Companies Act 2014;
- (h) "**Personal Data**" means the personal data (as defined in the Data Protection Laws) set out in Annex 1 to this Addendum and any other personal data, as defined in the Data Protection Laws, Processed by the Data Processor on behalf of the Data Controller pursuant to or in connection with the Terms and Conditions;

- (i) **"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data transmitted, stored or otherwise Processed;
- (j) **"Relevant Date"** means the date falling on the earlier of:-
 - (i) the cessation of Processing of the Personal Data by the Data Processor; or
 - (ii) termination of the Terms and Conditions occurs.
- (k) **"Restricted Transfer"** means:
 - (i) a transfer of the Personal Data from any Data Controller to a Data Processor or Subprocessor; or
 - (ii) an onward transfer of the Personal Data from a Data Processor or Subprocessor to (or between two establishments of) a Data Processor or 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) in the absence of the Standard Contractual Clauses to be established under sections 11.4 (d) or 12 below or pursuant to the terms and necessary for the performance of this Addendum or the Terms and Conditions or Privacy Policy;

- (l) **"Subprocessor"** means any Data Processor (including any third party) appointed by the Data Processor to Process Personal Data on behalf of the Data Controller;
- (m) **"Supervisory Authority"** means (a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws;
- (n) **"Users"** means the existing customers and clients of the Company as of the date of this Addendum or new customers and clients of the Company who agree to be bound by the Terms and Conditions after the date of this Addendum.

2. Formation of this Addendum

2.1. This Addendum comes into effect in respect of each individual User on the earlier of:

- (a) the date on which any User is notified of and is provided with a copy of this Addendum and continues to avail of the Services; or
- (b) the date on which this Addendum is signed by the Data Processor; or
- (c) the date upon which a new User uses the Site or avails of the Services; or
- (d) the date which is thirty (30) calendar days after the date on which this Addendum is sent by the Data Processor to the Data Controller at the address or e-mail address given for notices by the Data Controller except where the Data Processor objects to the terms of this Addendum in accordance with section 2.2 below.

2.2. If, following receipt of this Addendum, the Data Processor objects to its terms it shall notify the Data Controller in writing of its objection within thirty (30) calendar days after the date on which the Addendum is sent by the Data Controller to the Data Processor. The Parties shall then work together promptly and in good faith to resolve the Data Processor's objections and to agree upon a mutually satisfactory form of this Addendum, whereupon the Addendum Effective Date shall be the date on which the agreed form of the Addendum is signed by the parties.

3. Data Processing Terms

3.1. In the course of providing the Services to the Data Controller pursuant to the Terms and Conditions, the Data Processor may Process Personal Data on behalf of the Data Controller in accordance with the terms of this Addendum. The Data Processor agrees to comply with the following provisions with respect to the Personal Data submitted by or for the Data Controller to the Data Processor or otherwise collected and Processed by or for the Data Controller by the Data Processor.

4. Processing of Personal Data

4.1. The Data Controller hereby appoints the Data Processor in relation to the Processing of Personal Data and the parties agree to act in accordance with their respective obligations under this Addendum.

4.2. The parties shall at all times comply with applicable Data Protection Laws.

4.3. The Data Processor shall not Process the Personal Data other than on the Data Controller's documented instructions (whether in the Terms and Conditions or otherwise) unless Processing is required by Applicable Laws to which the Data Processor is subject or reasonable necessary for the performance of this Addendum, the Terms and Conditions, the Privacy Policy or the provision of the Services in which case the Data Processor shall to the extent permitted by Applicable Laws inform the Data Controller of that legal requirement before the relevant Processing of that Personal Data.

4.4. The Data Controller:

(a) instructs the Data Processor (and authorises the Data Processor to instruct each Subprocessor) to:

(i) Process the Personal Data; and

(ii) subject to sections 11 (Subprocessors) and 12 (Restricted Transfers of Personal Data) transfer the Personal Data to any country or territory,

(ii) as reasonably necessary to the provision of the Services and consistent with the Terms and Conditions.

4.5. Annex 1 to this Addendum sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subject as required by Article 28(3) of the GDPR or equivalent provisions of any Data Protection Law. The Data Controller may make reasonable amendments to Annex 1 by written notice to the Data Processor from time to time as the Data Controller reasonably considers necessary to meet those requirements. As between the parties, nothing in Annex 1 (including as amended pursuant to this section 4.5) confers any right or imposes any obligation on either party.

5. Data Processor Personnel

5.1. The Data Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the relevant Personal Data, as strictly necessary for the purposes set out in section 4.3 above in the context of that individual's duties to the Data Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6. Security

6.1. Taking into account 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 Data Processor shall implement appropriate technical and organisational measures for ensuring the security of the Processing as would be expected from a reasonably prudent Data Processor.

6.2. In assessing the appropriate level of security, the Data Processor shall take account in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

7. Personal Data Breach

7.1. The Data Processor shall notify the Data Controller without undue delay and, where feasible, not later than 72 hours after having become aware of or reasonably suspecting a Personal Data Breach in accordance with Article 33 GDPR with sufficient information which allows the Data Controller to meet any obligations to report a Personal Data Breach under the Data Protection Laws. Such notification shall as a minimum:

- (a) describe the nature of the Personal Data Breach, including where possible the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
- (b) communicate the name and contact details of the Data Processor's data protection officer or other relevant contact from whom more information may be obtained;
- (c) describe the likely consequences of the Personal Data Breach; and
- (d) describe the measures taken or proposed to be taken to address the Personal Data Breach.

7.2. The Data Processor shall co-operate with the Data Controller and take such reasonable commercial steps as are directed by the Data Controller to assist in the investigation, mitigation and remediation of each Personal Data Breach.

7.3. In the event of a Personal Data Breach, the Data Processor shall not inform any third party without first obtaining the Data Controller's prior written consent, unless notification is required by EU or Member State law to which the Data Processor is subject, in which case the Data Processor shall to the extent permitted by such law inform the Data Controller of that legal requirement, provide a copy of the proposed notification and consider any comments made by the Data Controller before notifying the Personal Data Breach.

8. Data Subject Rights

8.1. Taking into account the nature of the Processing, Data Processor shall assist the Data Controller by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising Data Subject rights laid down in the GDPR or equivalent provision of any Data Protection Laws.

8.2. The Data Processor shall promptly notify the Data Controller (and in any case within 3 business days) if it receives a request from a Data Subject under any Data Protection Laws in respect of the Personal Data.

9. Data Protection Impact Assessment and Prior Consultation

9.1. The Data Processor shall provide reasonable assistance to the Data Controller with any data protection impact assessments which are required under Article 35 GDPR and with any prior consultations to any supervisory authority of the Data Controller which are required under Article 36 GDPR, in each case solely in relation to Processing of Personal Data by the Data Processor on behalf of the Data Controller under the Terms and Conditions and this Addendum, and taking into account the nature of the Processing and information available to the Data Processor.

10. Audit Rights

10.1. In addition to any audit rights granted pursuant to the Terms and Conditions, the Data Processor shall make available to the Data Controller on request all information necessary to demonstrate compliance with this Addendum and allow for and contribute to audits, including inspections, by the Data Controller or an auditor mandated by the Data Controller. The Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction pursuant to this section 10 (Audit Rights) infringes the GDPR or other EU or Member State data protection provisions.

11. Subprocessing

- 11.1. The Data Controller authorises the Data Processor to appoint [(and permit each Subprocessor appointed in accordance with this section 11 to appoint)] Subprocessors in accordance with this section 11 and any restrictions in the Terms and Conditions or Privacy Policy.
- 11.2. The Data Processor may continue to use those Subprocessors already engaged by the Data Processor as at the date of this Addendum and listed in Annex 2, subject to the Data Processor in each case as soon as practicable meeting the obligations set out in section 11.4.
- 11.3. The Data Processor shall give the Data Controller prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within 30 (thirty) calendar days of receipt of that notice, the Data Controller notifies the Data Processor in writing of any objections (on reasonable grounds) to the proposed appointment:
- (a) the Data Processor shall work with the Data Controller in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and
 - (b) where such a change cannot be made within 30 (thirty) calendar days from the Data Processor's receipt of the Data Controller's notice (or such longer period as the parties may agree in writing), notwithstanding anything in the Terms and Conditions or Privacy Policy the Data Controller may by written notice to the Data Processor with immediate effect terminate the Terms and Conditions to the extent that it relates to the Services which require the use of the proposed Subprocessor.
- 11.4. With respect to each Subprocessor, the Data Processor shall:
- (a) carry out adequate due diligence on each Subprocessor to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Addendum including without limitation sufficient guarantees to implement appropriate technical and organisational measures in such a manner that Processing will meet the requirements of GDPR or equivalent provisions of any Data Protection Law and this Addendum;
 - (b) include terms in the contract between the Data Processor and each Subprocessor which offer at least the same level of protection for the Personal Data as those set out in this Addendum. Upon request, the Data Processor shall provide a copy of its agreements with Subprocessors to the Data Controller (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum);
 - (c) if the arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between the Data Processor and the Subprocessor, or before the Subprocessor first Processes the Personal Data, procure that it enters into an agreement incorporating the Standard Contractual Clauses with the Data Controller; and
 - (d) remain fully liable to the Data Controller for any failure by each Subprocessor to fulfil its obligations in relation to the Processing of the Personal Data.

12. Restricted Transfers of Personal Data

- 12.1. Subject to section 12.3, the Data Controller (as 'data exporter') and the Data Processor and each Data Processor Affiliate (as 'data importer') hereby enter into the Standard Contractual Clauses, in respect of any Restricted Transfer, which terms shall take precedence over those in this Addendum.
- 12.2. The Standard Contractual Clauses shall come into effect on the later of:
- 12.2.1. the data exporter becoming a party to them;
 - 12.2.2. the data importer becoming a party to them; and

12.2.3. commencement of the relevant Restricted Transfer.

- 12.3. Section 12.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from data subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Laws.
- 12.4. Section 12.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from data subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Laws.
- 12.5. In addition to the obligations set out in this section 12, the Data Processor shall comply with the provisions of any jurisdiction specific Annex(es) to this Addendum in respect of the Processing (including without limitation transfers) of the Personal Data in (or from) those jurisdictions.

13. Deletion or return of Personal Data

- 13.1. Subject to sections 13.2 and 13.3 the Data Processor shall promptly and in any event within 28 (twenty eight) calendar days of the Relevant Date, Delete and procure the Deletion of all copies of Personal Data Processed by the Data Processor or any Subprocessor, save to the extent to which the Data Processor is required otherwise by law or Court Order.
- 13.2. Subject to section 13.3, the Data Controller may in its absolute discretion notify the Data Processor in writing within 15 (fifteen) days of the Relevant Date to require the Data Processor to: (a) return a complete copy of all Personal Data to the Data Controller by secure file transfer in such format as notified by the Data Controller to the Data Processor; and (b) Delete and procure the Deletion of all other copies of Personal Data Processed by the Data Processor or any Subprocessor. The Data Processor shall comply with any such written request within 28 (twenty eight) days of the Relevant Date, save to the extent to which the Data Processor is required otherwise by law or Court Order.
- 13.3. The Data Processor may retain Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that the Data Processor shall ensure the confidentiality of all such Personal Data and shall ensure that such Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.
- 13.4. The Data Processor shall provide written certification to the Data Controller that it has fully complied with this section 13 within 28 (twenty eight) days of the Relevant Date.

14. Liability

- 14.1. The Data Processor's liability for any breach of this Addendum shall be limited to:-
- 14.1.1. the direct loss or damage caused by such breach; or
 - 14.1.2. the aggregate sum received by the Data Processor from the Data Controller in consideration of the provision of the Services in the previous calendar year; or
 - 14.1.3. €50,000;
- whichever is the lesser.

15. Termination

- 15.1. Subject to section 15.2, the parties agree that this Addendum shall terminate automatically on the date falling 3 years from the day on which the Data Processor last provided Services to the Data Controller pursuant to the Terms and Conditions unless the Data Controller communicates otherwise.
- 15.2. Any obligation imposed on the Data Processor under this Addendum in relation to the Processing of Personal Data shall survive any termination or expiration of this Addendum.

16. Governing law of this Addendum

- 16.1. To the extent that EU Data Protection Laws apply to the Processing of the Personal Data this Addendum shall be governed by the laws of Ireland.
- 16.2. To the extent that EU Data Protection Laws do not apply to the Processing of the Personal Data, this Addendum shall be governed by the governing law of the Terms and Conditions and the Privacy Policy.
- 16.3. Notwithstanding the general choice of law under sections 16.1 and 16.2, any questions of contract formation pertaining to this Addendum shall be governed by the laws of Ireland

17. Choice of jurisdiction

- 17.1. Notwithstanding the choice of law under sections 16.1 to 16.3, the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Terms and Conditions with respect to any disputes or claims howsoever arising under this Addendum.

18. Cross-default

- 18.1. Any breach of this Addendum shall constitute a material breach of the Terms and Conditions.

19. Order of precedence

- 19.1. With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including but not limited to the Terms and Conditions, the provisions of this Addendum shall prevail with regard to the parties' data protection obligations for Personal Data of a Data Subject from either a Member State of the European Union or from the UK (following the UK's exit from the European Union).

20. Costs

- 20.1. The Parties shall bear their own costs in relation to the agreement of the provisions of this Addendum

21. Changes in Data Protection Laws

- 21.1. The Data Controller may notify the Data Processor in writing from time to time of any variations to this Addendum which are required as a result of a change in Data Protection Laws including without limitation to the generality of the foregoing, any variations which are required as a result of any changes to UK Data Protection Laws following any exit of the UK from the European Union. Any such variations shall take effect on the date falling 30 (thirty) calendar days after the date such written notice is sent by the Data Controller to the Data Processor shall procure that where necessary the terms in each contract between the Data Processor and each Subprocessor are amended to incorporate such variations within the same time period.

22. Severance

- 22.1. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

Annex 1

Personal Information

This Annex 1 includes certain details of the Processing of the Personal Data as required by Article 28(3) GDPR.

The subject matter and duration of the Processing of the Personal Data:

Subject Matter - Name, Home Address, Telephone Number, Mobile Phone Number, Date of Birth, Nationality, Gender, Email address

Duration - For a term or duration as agreed in writing or as instructed in writing by each User or Data Controller in respect of their policies and requirements or as required by law.

The nature and purpose of the Processing of the Personal Data:

To provide the Services to the Users as set out in the Terms and Conditions, Privacy Policy and this Addendum.

The types of the Personal Data to be Processed:

Personal Data excluding Sensitive Personal Data.

The categories of Data Subject to whom the Personal Data relates:

Individuals and Legal Persons who are clients, customers or otherwise provided Personal Data to the Users.

The obligations and rights of the Data Controller:

The obligations and rights of the Data Controller are set out in the Terms and Conditions, Privacy Policy and this Addendum.

Annex 2

Authorised Subprocessors

List of approved Subprocessors as at the Addendum Effective Date to be included here. Include (i) full legal name; (ii) location of service centre(s).

None