

Doc Ref	OPS021
Issue & Date	4 – 28/4/2022
Confidentiality	3
Page Number	Page 1 of 14

General Terms & Conditions of Business – Clear Skies IT Hosting

1. DEFINITIONS

In these General Terms and Conditions of Business the following words and phrases shall have the following meanings;

“Acceptable Use Policies” means the policies set out in Addooco’s documents relating to the use of the Services;

“Account” means the Customer’s account with Addooco for provision of the Services;

“Addooco” means Addooco IT Limited. Dundee House, Millennium Way, Chesterfield, Derbyshire, S41 8ND. Company No: 06687050;

“Addooco Datacentre” is the Addooco owned and operated equipment in UK based datacentres;

“Addooco Proposal” means the order form for the supply by Addooco of the Equipment and/or Services, completed by, or in accordance with an order from, the Customer;

“Agreement” means the System Application, General Terms & Conditions of Business, Service Level Agreement, and the Acceptable Use Policies, all of which, taken together, constitute the agreement between Addooco and the Customer for the supply and Support of the System;

“Charges” means the charges payable by the Customer in return for Support of the System in accordance with Clause 6;

“Clear Skies Cloud Server” or “Virtual Server” is a virtualised server with a designated separate operating system, software and independent reboot provisioning. Server has dedicated roles and functions;

“Clear Skies Dedicated Virtual Firewall” or “Virtual Firewall” protects the virtual environment from unauthorised access and handles the routing of traffic between user and the environment;

“Customer” means the person, group of persons or other entity whose name and address is or are set out in the System Application;

“Customer Personal Data” means any Personal Data that is processed by Addooco on behalf of the Customer in relation to the Agreement, but excluding data with respect to which Addooco is a data controller;

Doc Ref	OPS021
Issue & Date	4 – 28/4/2022
Confidentiality	3
Page Number	Page 2 of 14

“Data Protection Laws” means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

“Equipment” means the equipment specified on the System Application;

“Insolvency” means in relation to the Customer or Addooco any of the following (as relevant): the appointment of any nominee, trustee, supervisor, administrator, administrative receiver, receiver or liquidator pursuant to the Insolvency Act 1986 (as modified, amended or replaced from time to time); or the entry into any compromise or arrangement with its creditors or if it commits any act of bankruptcy; or if an order is made or effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction of a solvent company); or the occurrence or sufferance of anything equivalent under any jurisdiction other than England or Wales and “Insolvent” shall be construed accordingly;

“Law” means the law of England and Wales, in force from time to time, and shall include (without prejudice to generality of the foregoing) all criminal law, laws relating to intellectual property and all laws, rules and / or regulation relating to the publication or transmission of information or data in electronic form. References to “law” shall be construed accordingly;

“Minimum Cancellation Notice Period” means a minimum period of 30 days’ notice that the Customer must give Addooco to terminate the Agreement or a specific Service provided under the Agreement;

“Minimum Service Period” means the minimum duration defined in Clause 3.3 that the Services will be provided to the Customer under the Agreement;

“Password” means a password issued to the Customer for the Customer’s access to the Services;

“Personal Data” has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

“Service Level Agreement” or “SLA” means the service levels as set out in Addooco’s document OPS022 – Service Level Agreement – Clear Skies IT Hosting for the services defined on the System Proposal and describes the service levels to be met by Addooco together with the remedies available to the Customer for failure to meet such service levels;

“Service Period” means the period of an individual Service provided in accordance with the Agreement;

“Services” means the services provided by Addooco as specified on the System Application, and described in Addooco’s literature at the date of completion of the System together with all services and / or facilities;

Doc Ref	OPS021
Issue & Date	4 – 28/4/2022
Confidentiality	3
Page Number	Page 3 of 14

“Specific Terms and Conditions” means Addooco’s specific terms and conditions (if any) applicable to any part of the Services referred to on the System Application;

“System” means the Equipment and Services specified on the System Application and delivered by Addooco to the Customer;

“System Application” means the signed Addooco Proposal for the supply by Addooco of the Equipment and / or Services, completed by, or in accordance with an order from, the Customer;

“System Delivery Date” means the first date on which the System is fully operational and available for use by the Customer;

“Support Services” means the support services specified in Section 2;

“Supported Hardware” means the hardware identified in the Addooco Proposal and any additional hardware purchased during the Service Period;

“Supported Software” means the software identified in the Addooco Proposal;

“Third Party Software” means that software the rights in which are owned by one or more third parties that Addooco agrees to supply to the Customer under the Agreement;

“Third Party Software License” means the Third-Party Software Vendor’s standard licensing terms for the Third-Party Software from time to time;

“Third Party Software Vendor” means a third party that has granted Addooco the right to distribute the Third-Party Software and resell licenses for the Third-Party Software.

2. THE SERVICES

2.1 On receipt of the signed System Application Addooco will provide the Customer with the System subject to the terms of the Agreement;

2.2 Addooco will provide Support Services to the Customer during the Service Period. All requests for Support Services must be made via email to helpdesk@addooco.it, telephone via +44 1246 887887 or via the Addooco Managed Device app. Addooco shall provide Support Services in accordance with the standards of skill and care reasonably expected from a leading managed service provider;

2.3 Addooco will supply, configure, install and manage the Clear Skies Cloud Server(s) and Clear Skies Dedicated Virtual Firewall from the Addooco Datacentre in line with the Addooco Proposal;

Doc Ref	OPS021
Issue & Date	4 - 28/4/2022
Confidentiality	3
Page Number	Page 4 of 14

- 2.4 Addooco will not be obliged to provide the Services and / or Equipment until any initial Charges due from the Customer in respect of the System have been paid;
- 2.5 Acceptance and first use of the System by the Customer constitutes the automatic acceptance of the terms and conditions of the Agreement;
- 2.6 Addooco will provide the Customer with the System and will make best efforts to ensure that the availability and performance of the System meets the Service Level Agreement;
- 2.7 Addooco may suspend, close down and restrict the whole or any part of the System in order to carry out emergency or other repairs, maintenance and / or improvements or to prevent overload, failure or to preserve the safety, security or integrity of the System. Where such works are necessary Addooco will;
- 2.7.1 Make best endeavours to provide reasonable notice to the Customer of such works; and
- 2.7.2 Make best efforts to carry out such works in the relevant scheduled maintenance periods agreed with the Customer;
- 2.8 Addooco will provide the Customer with all necessary instruction and information necessary to enable the Customer to use the System for its intended purpose;
- 2.9 Addooco may make software available to the Customer that enables them to use the System. The System and its software and provided on the condition that;
- 2.9.1 The software must not be copied or modified by the Customer or anyone else unless allowed by Law;
- 2.9.2 Where such software is owned by or licensed to Addooco, Addooco will grant the Customer a revocable, non-transferable, non-assignable, non-exclusive license to use it for the duration of the Agreement (or, if shorter the duration of any license of the software to Addooco);
- 2.9.3 The customer only accesses the System via use of the provided software, or in an alternative way permitted by Addooco;
- 2.9.4 The Customer does not attempt to circumvent any security measure inherent in the System.

3. SERVICE PERIOD

- 3.1 Addooco will deliver the System, subject to Clause 2.4, as soon as possible from receipt of the signed System Application, following completion of the matters referred to in Clause 2.4 above, unless specified otherwise in the Addooco Proposal;
- 3.2 The System will be provided from the System Delivery Date for the Minimum Service Period except where terminated or suspended in accordance with this Agreement;

Doc Ref	OPS021
Issue & Date	4 – 28/4/2022
Confidentiality	3
Page Number	Page 5 of 14

3.3 Unless otherwise terminated or suspended in accordance with Agreement all Services shall be provided for a Minimum Service Period of 36 months or whatever is stated on the Addooco Proposal from the date of activation, for the avoidance of doubt the Minimum Service Period stated on the Addooco Proposal will take precedence;

3.4 Following the completion of the Minimum Service Period the Services will, unless terminated on or before the date of such expiry, continue on a rolling basis at the prevailing retail price for the given Services;

3.5 The Customer may terminate the Agreement following the completion of the Minimum Service Period providing Addooco with 30 days written notice of such request.

4. CONDITIONS OF USE

4.1 The Customer agrees to promptly provide Addooco will all information that may reasonably be required or requested in order to provide the Services and perform all of our other obligations under this Agreement;

4.2 The Customer is responsible for ensuring that the Services and / or Equipment are used in accordance with the Agreement;

4.3 The Customer will inform Addooco immediately if they discover the Services are being used in breach of the Agreement;

4.4 The Customer agrees to, at all times and for whatever purpose, use the Services and / or the Equipment in compliance with all applicable Laws;

4.5 In addition to Clause 4.4, the Customer agrees they will not use, and will take all reasonable precautions to ensure that nobody else uses, the Services and / or Equipment to;

4.5.1 Commit fraud or any other criminal offence;

4.5.2 To send, receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;

4.5.3 Deliberately cause annoyance, inconvenience, or anxiety;

4.5.4 “Spam” or to send or provide unsolicited advertising or promotional material or knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;

4.5.5 Carry out any action that can be reasonably determined likely to be detrimental to the provision of the Services to the Customer or any customers, or to Addooco’s business and / or reputation;

4.5.6 In contravention of any licenses or third party, or in contravention of our Acceptable Use Policies; or

4.5.7 In a way that does not comply with any instructions provided to the Customer;

Doc Ref	OPS021
Issue & Date	4 – 28/4/2022
Confidentiality	3
Page Number	Page 6 of 14

4.6 The Customer may use the Service to link to other networks

worldwide, provided that the Customer complies, at all times, with any policies and / or terms and conditions imposed by the operators of such other networks;

4.7 The Customer agrees that they will notify Addooco immediately if they become aware of any changes in circumstances which may lead them to believe that User Name (s) and / or Password (s) associated with the Services have become known to anyone else;

4.8 Title to any Equipment, which Addooco have agreed to sell to the Customer, will remain with Addooco unless and until the Customer has paid all sums due to Addooco on the respective invoice;

4.9 Any fault with the Services and / or Equipment, which the Customer detects must be reported to Addooco as soon as possible either:

4.9.1 By telephone on +44 1246 887887

4.9.2 By email sent to Addooco at: helpdesk@addooco.it

4.10 The Customer agrees that Addooco may, at any time, scan any IP addresses allocated to the Customer for anything which may affect the security of the Services (including open relays and / or open proxies or equivalent);

4.11 If the Customer breaches the Agreement and following written notification of such does not remedy the breach within 30 days, or as directed by law enforcement, Addooco may, until such breach has been remedied, at their sole discretion, either;

4.11.1 Suspend or terminate this Agreement and / or any of the Services without notice or refund;

4.11.2 Block access to any part of the Services.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 If, in our reasonable opinion, the display of any material or information, provided by the Customer, is or would be in breach of any rights (including intellectual property rights) in that material or information, Addooco may refuse or terminate such display;

5.2 The Customer agrees that any use of the System to copy, redistribute or publish any materials or information, subject to any rights (including intellectual property rights) of a third party, will be carried out by the Customer (or on your behalf) in accordance with all applicable Laws.

6. CHARGES

6.1 Payment terms for the Service and / or Equipment will be stated on the System Application and are deemed to be accepted by the Customer on acceptance of the System Application;

Doc Ref	OPS021
Issue & Date	4 - 28/4/2022
Confidentiality	3
Page Number	Page 7 of 14

6.2 The payment terms must be adhered to fully by the Customer, in order to avoid the Services becoming void or restricted and to avoid interest charges or administration charges incurable on the Customer's overdue balance. An outstanding balance refers and relates to the entire Customer account as a single entity and is not specific to any one particular Service or System;

6.3 The interest that is chargeable on the Customer's overdue balance will be the current rates according to the late payment of commercial debts (interest) Act 1998;

6.4 The administration cost that is chargeable on the Customer's overdue balance will be £50.00. This charge will be presented upon the THIRD (final) reminder notice, but will only be added if the specified date for the final payment is not adhered to. The final payment date will be on the THIRD (final) reminder notice;

6.5 All goods / services that are not fully paid for at the time of delivery / completion remain the property of Addooco, until they are paid for in line with the payment terms of the Agreement;

6.6 The Customer agrees that Addooco or its representatives may enter the Customer's Service Address premises at any reasonable time in order to recover goods originally supplied by Addooco for which payment is outstanding under the payment terms of the Agreement;

6.7 The Customer accepts all risks and liability in connection with all goods that are in the possession of the Customer or at the Customer's property and the Customer agrees to ensure that they are fully insured in this regard;

6.8 Any goods that are damaged or stolen while in the possession of the Customer are solely responsible for the recovery and insurance of the damaged / stolen goods, regardless if the goods are paid for in full or are not paid for in full by the Customer;

6.9 When the Customer pays for all payments in full, they will be notified in writing that all payments have been completed;

6.10 When the Customer disputes any amount due under an invoice, The Customer shall notify Addooco in writing with five (5) Working Days of date of issue of the relevant invoice, such notification to provide a detailed account of why the invoice is disputed, including all calculations, and;

6.11 The undisputed sum shall be payable in accordance with Clause 6.1 and 6.2 and the parties shall act in good faith and use reasonable endeavours to resolve the disputed sum within ten (10) Working Days of notification of the dispute by Customer; and

6.12 If the dispute is not resolved within the ten (10) Working Day time period, Addooco may exercise all rights and remedies at law or hereunder including but not limited to suspension of the Service;

Doc Ref	OPS021
Issue & Date	4 – 28/4/2022
Confidentiality	3
Page Number	Page 8 of 14

6.13 Addooco will also charge for debt collection should it be necessary, following failure to pay by the Customer. This will be carried out by an agency registered with the Office of Fair Trading. In this event The Customer accepts additional reasonable charges will be levied;

6.14 All amounts payable by the Customer in accordance with the Agreement shall be exclusive of applicable Value Added Tax (VAT), or any other applicable tax or duty, which shall be payable in addition to all such amounts due from the Customer;

6.15 Charges and payment terms for any individual Service or Equipment starts from the date of delivery of the Service or Equipment which is fully working and available to the Customer for its intended use under the terms of the Agreement, irrespective of when the Customer begins to use the Service or when the System Application was signed or accepted.

7. LIABILITY

7.1 The Customer agrees that, in view of their nature, the use of the Services is at their sole risk;

7.2 Whilst Addooco will endeavour to ensure that the Services are of a high quality, neither Addooco nor any of our agents, contractors, licensees, employees or information providers involved in providing the Services, give any guarantee that the Services will be uninterrupted or free from error;

7.3 The Customer agrees that any such interruption of the Services under Clause 7.2 will not constitute a breach of the Agreement by Addooco unless such interruption will cause a breach of the Service Level Agreement;

7.4 The Customer further agrees that Addooco will not be held liable for any costs, expenses, losses, damages or other liabilities (howsoever arising) which the Customer may incur as a result of a suspension of the Services in accordance with Clause 2.7 above;

7.5 The Customer also acknowledges that Addooco may exercise editorial control over the content of their servers, but that Addooco does not have the resources to ensure, nor are Addooco capable of checking, the full content of our servers at all times. Neither Addooco's, nor any of their agents, contractors, licensees, employees and information providers, involved in providing the Services, are able to control the content of the internet. The Customer, therefore, agrees that Addooco shall not be held responsible for the publication, transmission or reception of any defamatory material or information of any kind, other than information which is inserted by Addooco. The Customer specifically acknowledges that Addooco have given no warranties as to the quality, content or accuracy of information received through, or as a result of the use of, the Services;

7.6 The Customer agrees and acknowledges that;

Doc Ref	OPS021
Issue & Date	4 - 28/4/2022
Confidentiality	3
Page Number	Page 9 of 14

7.6.1 They are in a better position than Addooco to foresee and evaluate any potential damage or loss which they may suffer in connection with the Equipment and / or the Services and / or any other service provided to them under the Agreement;

7.6.2 Addooco cannot adequately insure our potential liability to them; and

7.6.3 The sums payable to them under the Agreement have been calculated on the basis that Addooco shall exclude liability in accordance with the Agreement;

7.7 In no circumstances whatsoever will Addooco be liable to the Customer (whether in contract, or for breach of duty, or negligence or otherwise) for any indirect, incidental or special loss or damage or any loss of business or of contracts, profit, opportunity, goodwill, reputation, or anticipated savings, or for any loss or corruption of data which arises out of or in connection with any use of, or inability to use, the Services and / or the Equipment;

7.8 In any event: Addooco's aggregate liability to the Customer of any sort (including for breach of contract and negligence) in connection with this Agreement shall not exceed the amount of Charges paid by the Customer to Addooco in accordance with this Agreement;

7.9 Nothing in the Agreement will limit Addooco's liability under Part 1 of the Consumer Protection Act 1987 or for death or personal injury caused by our negligence.

8. YOUR RESPONSIBILITIES

8.1 The Customer agrees Addooco and our agents, contractors, licensees, employees and information providers, involved in providing the Services and / or Equipment are not responsible for any claim brought by a third party alleging that the use of the Services and / or the Equipment, by the Customer or the Customer's Account, has infringed any intellectual property or other right of any kind, or any applicable legislation or regulation;

8.2 The Customer agrees to pay all costs, damages, awards, fees (including legal fees), judgements and other sums awarded against, or agreed to be paid by, Addooco in relation to such claims referred to at Clause 8.1 above. The Customer further agrees that they will, as soon as possible, notify Addooco of, and forward to Addooco, all correspondence received by the Customer in relation to, such claims;

8.3 The Customer also agrees that Addooco shall have full authority to defend, compromise or settle such claims referred to at Clause 8.2 above, and that the Customer will, at their expense, provide Addooco with all reasonable assistance to defend such claims;

8.4 The Customer agrees that the configuration of any internal network remains the Customer's responsibility, unless covered by separate Agreement. Any interruption to the Services resulting from such configuration shall not be regarded as an interruption in or suspension of the provision by Addooco of the System;

Doc Ref	OPS021
Issue & Date	4 - 28/4/2022
Confidentiality	3
Page Number	Page 10 of 14

8.5 The Customer shall provide all reasonable assistance they are capable of and will carry out all checks requested by Addooco in a timely manner and in accordance with Addooco's reasonable instructions.

9. SUSPENSION AND TERMINATION

9.1 The Customer agrees that Addooco may suspend or terminate the Services and / or terminate the Agreement at any time, without prior notice or refund to the Customer, and without affecting any of Addooco's accrued rights or claims, either;

9.1.1 Where Addooco reasonably believe that the Services are being used in breach of Clauses 4.5, 4.6 or 4.9; or

9.1.2 For non-payment (when due) of the Charges or any other sum due from the Customer under the Agreement or any other agreement with Addooco; or

9.1.3 For any other material breach of the Agreement by the Customer; or

9.1.4 Where the Customer has breached the Agreement in any other way on three or more separate occasions; or

9.1.5 Where the Customer becomes Insolvent or suffers any distress or execution or other legal process to be levied or enforced or sued upon or against any part of your property, assets or revenue and which is not discharged or stayed with 7 days, or the Customer ceases or threatens to cease to carry on business;

9.2 Addooco agrees that the Customer may terminate the Services and / or terminate the Agreement at any time, without penalty or further payment, and without affecting any of the Customer accrued rights or claims, either;

9.2.1 Addooco becomes Insolvent or suffers any distress or execution or other legal process to be levied or enforced or sued upon or against any part of your property, assets or revenue and which is not discharged or stayed within 7 days, or the Customer ceases or threatens to cease to carry on business; or

9.2.2 Addooco has materially breached the Agreement; or

9.2.3 Addooco has breached the Agreement in any way, excluding Clause 2.7, on three or more separate occasions within any six month period; or,

9.2.4 Addooco provides 40 days of Service Credits, in any 12 month period, to the Customer for failure to meet the Service Level Agreement;

9.3 The Customer agrees that where the Agreement is terminated for any reason the Services will automatically terminate;

9.4 Any suspension of the Services by Addooco in accordance with the Agreement will not constitute a termination of the Agreement and Addooco may require the Customer to pay a

Doc Ref	OPS021
Issue & Date	4 - 28/4/2022
Confidentiality	3
Page Number	Page 11 of 14

reconnection fee to recommence the Services together with any other relevant or reasonable Charges;

9.5 The Customer may terminate the Agreement or any of the specific Services, at any time after the Minimum Service Period, subject to the Minimum Cancellation Notice Period. Notice must be supplied by the Customer to Addooco in accordance with this Clause via email to accounts@addooco.it;

9.6 The Customer may terminate the Agreement with the Minimum Service Period subject to the remaining balance equal to the Charges due in respect of the Minimum Service Period have been paid;

9.7 Addooco will acknowledge the Customer's termination notice five (5) Working Days and notify the Customer of any final charges or outstanding balance on the Customer's account. If the Customer does not receive acknowledgement within five (5) Working Days, the Customer must contact Addooco to confirm that the cancellation request has been received;

9.8 Addooco may terminate all or any of the Services by notice equal to the Minimum Cancellation Notice Period (to expire at any time on or after the Minimum Service Period) without Addooco incurring any liability.

10. PERSONAL DATA

10.1 The Customer agrees that both Addooco and our employees may hold all names and other information, in a computerised database, for the purposes of providing the Services. The Customer agrees that such data may be processed and may, in certain circumstances, be supplied to and processed by our suppliers, to enable the provision and maintenance of the Equipment and / or Services;

10.2 The Customer acknowledges that Addooco may, from time to time, be required under regulations and / or legislation to co-operate with and / or disclose data to, government or other bodies and / or authorities.

11. FORCE MAJEURE

11.1 The Customer agrees that Addooco shall not be liable for any and all losses, (including loss of data) damages, costs, claims and other liabilities which arise as a result of any delay or interruption in, or any non-delivery, or missed delivery or failure of the Equipment and / or Services due to circumstances beyond our or any of our suppliers' reasonable control (including, but not limited to, fire, lightning, explosion, war, disorder, flood, industrial dispute, sabotage, weather conditions or acts of local or central Government or other competent authorities);

11.2 Should any event, referred to at Clause 12.1 above, continue for more than 90 days, then either Addooco or the Customer may terminate the Agreement forthwith.

Doc Ref	OPS021
Issue & Date	4 – 28/4/2022
Confidentiality	3
Page Number	Page 12 of 14

12. WAIVER

12.1 Neither failure nor delay by either the Customer or Addooco in exercising any of their rights under the Agreement shall amount to a waiver of any such right, or operate so as to bar the exercise or enforcement of such right at any time in the future.

13. NOTICES

13.1 The Customer agrees to keep the contact details provided to Addooco up to date. Any notice given or other information to be served by Addooco in accordance with this Agreement will be validly sent in writing by either email or first-class post to your last known email or postal address. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by email will be deemed served on the day that it is sent;

13.2 Any notice to be served on Addooco must be in writing and sent either by pre-paid first-class post to the Addooco's registered office or to such other address as may be specified by Addooco to the Customer for this purpose. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by email will be deemed served on the day that it is sent.

14. CONFIDENTIALITY

14.1 Addooco agrees that where the Customer provides them with confidential information they shall at all times keep it confidential, except as required by Law or as provided for in regulatory, ethical or other professional pronouncements that may be applicable;

14.2 The Customer confirms that where Addooco provides confidential information they shall at all times keep it confidential, except as required by Law or as provided for in regulatory, ethical or other professional pronouncements that may be applicable;

14.3 Confidentiality obligations of the Agreement survive the contract termination and apply until further notice.

15. WARRANTY

15.1 Addooco warrants that they are authorised and legally allowed to provide the Services under the Agreement;

15.2 Addooco warrants that the Services will be carried with reasonable skill and care using (where appropriate) personnel with adequate skills, qualification and experience and using materials of satisfactory quality.

15.3

Doc Ref	OPS021
Issue & Date	4 - 28/4/2022
Confidentiality	3
Page Number	Page 13 of 14

16. DATA PROTECTION

16.1 Each party shall comply with the Data Protection Laws with respect to the procession of Customer Personal Data;

16.2 The Customer warrants Addooco that it has legal right to disclose all Personal Data that it does in fact disclose to Addooco under or in connection with the Agreement;

16.3 The Customer shall only supply to Addooco, and Addooco shall only process, in each case under or in relation to the Agreement, the Personal Data of data subjects falling within the categories specified in DPO004 Data Processing Agreement;

16.4 Addooco shall only process the Customer Personal Data during the Service Period and for not more than 30 days following the end of the Service Period or as required by Law, subject to the other provisions of this Clause 16;

16.5 Notwithstanding any other provision of these General Terms and Conditions, Addooco may process Customer Personal Data if and to the extent that Addooco is required to do so by applicable law. In such a case, Addooco shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

16.6 Addooco shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

16.7 Addooco shall, insofar as possible and considering the nature of the processing, take appropriate technical and organisation measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under Data Protection Laws;

16.8 Addooco shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority and the communication of personal data breaches to the data subject. Addooco may charge the Customer at its standard time-based charging rates for any work performed by Addooco at the request of the Customer pursuant to this Clause 16.9;

16.9 Addooco shall make available to the Customer all information necessary to demonstrate the compliance of Addooco with its obligations under this Clause 16 and the Data Protection Laws;

16.10 Addooco shall at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data;

Doc Ref	OPS021
Issue & Date	4 – 28/4/2022
Confidentiality	3
Page Number	Page 14 of 14

16.11 Addooco shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of Addooco's processing of Customer Personal Data with the Data Protection Laws and this Clause 16. Addooco may charge the Customer at its standard time-based charging rates for any work performed by Addooco at the request of the Customer pursuant to this Clause 16.12;

16.12 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under these General Terms and Conditions, then the parties shall use their best endeavours promptly to agree such variations to these General Terms and Conditions as may be necessary to remedy such non-compliance.

17. THIRD PARTY SOFTWARE SUPPLY

17.1 Addooco shall supply the Third-Party Software to the Customer by the means and in accordance with the timeframe specified in the Addooco Proposal;

17.2 Unless the parties expressly agree otherwise, the Third-Party Software shall be supplied in executable form only;

17.3 Addooco shall be responsible for ensuring that the Customer's use of the Third-Party Software supplied by Addooco is properly licensed;

17.4 The parties acknowledge that the Customer's rights to use the Third-Party Software, and the restrictions on the Customer's use of the Third-Party Software, shall be as set out in the Third-Party Software License.