

## MASTER SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is made and entered into on \_\_\_\_\_ (“**Effective Date**”) by and between Visionet EMEA Limited incorporated and registered in England and Wales with company number 8767165 whose registered office is at 8 Pinner View, Harrow, Middlesex, HA1 4QA (“**Visionet**”), and \_\_\_\_\_ incorporated and registered in \_\_\_\_\_ with company number \_\_\_\_\_ whose registered office is at \_\_\_\_\_ (“**Customer**”).

Whereas, Visionet is in the business of providing services for Technology, Consultancy, Programming, BPO (Business Process Outsourcing), Software Development, Software Installation, and Systems Integration (“**Services**”); and

Whereas, Customer wishes to contract with Visionet to provide such Services to Customer;

Now, therefore, in consideration of the various covenants, promises, and conditions set forth below, and intending to be legally bound, the parties hereto agree as follows:

### 1. SERVICES

- 1.1. Visionet shall provide Services requested and authorized by Customer. Customer may authorize, from time to time, such Services by executing individual “**Work Orders / Statement of Work**”, each of which are incorporated into and subject to the terms of this Agreement. Such Work Orders shall be agreed to and signed by both parties, shall be in the form of Exhibit A, shall be consecutively numbered, and shall include at a minimum the following information:
  1. Description of assignment.
  2. Deliverables.
  3. Authorized start date.
  4. Target completion date.
  5. Customer project manager.
  6. Prices and Payment terms.
  7. Pre-approved project-related expenses.
  8. Obligations of Customer.
  9. Any other unique terms related to the specific project.
- 1.2. Changes to the Work Orders will be effected by approving “**Change Order Forms**”, each of which are incorporated into and subject to the terms of this Agreement. Such Change Order Forms shall be agreed to and signed by both parties, shall be in the form of Exhibit B, and shall be consecutively numbered.
- 1.3. In case any clause in the Work Order or Change Order Form conflicts with any clause in the Agreement, the terms of this Agreement shall prevail unless the parties make express deviations to such terms of the Agreement by specifically identifying the Section number and exact verbiage of deviations.

### 2. CUSTOMER’S OBLIGATIONS

- 2.1. Timely completion of the Services is dependent upon, at a minimum, the timely cooperation of Customer. Customer shall perform the various obligations of Customer specified in this Agreement and in the applicable Work Orders and shall cooperate generally with Visionet in Visionet’s performance of the Services.

### 3. TERM

- 3.1. The initial term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement. Thereafter, it shall be automatically renewed for additional periods of one (1) year, unless either party gives notice of non-renewal in writing at least ninety (90) days prior to the end of the initial term or any renewal term of this Agreement.

### 4. PRICES & PAYMENTS

- 4.1. For all Services performed, Customer shall pay Visionet net thirty (30) days from the date of invoice according to the stated schedule in the applicable Work Order. Additionally, Customer will be responsible for any charges for delinquent payments according to the applicable Work Order. Visionet reserves the right to suspend the performance of Services in the event of late payment by Customer.
- 4.2. Taxes: All sums payable to Visionet under this Agreement:
  1. are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
  2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law)

### 5. ACCEPTANCE

- 5.1. When in Visionet’s opinion, Visionet has completed a deliverable, Visionet shall provide written notification (electronic or otherwise) to Customer of the completion. Except as provided in Section 5.3, Customer shall have fifteen (15) days (the “**Acceptance Period**”) in which to determine if the deliverable conforms to the Work Order and those specifications of the assignment of which Visionet’s personnel have been apprised in writing (“**Acceptance Tests**”).
- 5.2. Customer shall be deemed to have accepted the deliverable unless, prior to the expiration of the Acceptance Period, Customer provides Visionet with a written notice to the effect that the work completed fails to conform to the Acceptance Tests. Any such notice shall specify the reasons for Customer’s claim of non-conformance.
- 5.3. In the event that deficiencies are reported by Customer during the Acceptance Period, Visionet shall supply the appropriate personnel to investigate and correct, if necessary, deficiencies reported by Customer during the Acceptance Period. Except as provided in Section 5.4, Customer shall have fifteen (15) days from the date of the correction of identified deficiencies to review the work completed, and submit written notice of acceptance or further deficiencies. This process shall be repeated as may be necessary until the work is accepted by Customer.
- 5.4. The procedures set forth in this Section 5 shall be Customer’s sole and exclusive remedy for any failure of the deliverable to conform to the applicable Work Order or Acceptance Tests.

## 6 WARRANTY

Visionet represents and warrants the following:

- 6.1 Visionet has full power and authority to enter into and perform its obligations under this Agreement, the execution, delivery and performance of this Agreement has been duly authorized, and this Agreement is a valid and binding agreement, enforceable in accordance with its own terms.
- 6.2 Visionet has obtained all necessary consents and approvals for entering into this Agreement.
- 6.3 Customer Warranty. The Customer represents and warrants the following:
  - (a) The Customer has full power and authority to enter and perform its obligations under this Agreement, the execution, delivery and performance of this Agreement has been duly authorized, and this Agreement is a valid and binding agreement, enforceable in accordance with its own terms.
  - (b) The Customer has obtained all necessary consents and approvals for entering into this Agreement.
- 6.4 Disclaimers.
  - (a) Visionet does not warrant, and expressly disclaims any warranties for, any outage, interruption, failure, cable cut, degradation or other loss of voice, data, video transmission, internet or other telecommunications services supplied by or through any third party vendor ("Service Interruptions"). In the event of any Service Interruption, Visionet shall notify the applicable third party vendor of the Service Interruption promptly upon Visionet's actual knowledge of such interruption. Visionet shall use the same level of efforts that it used prior to the Effective Date, but no less than reasonable efforts, (i) to prevent any such Service Interruptions and (ii) to restore Service after any such Service Interruption.
  - (b) While Visionet is primarily providing Services to Customer under this Agreement, Visionet may from time to time provide to Customer certain third party hardware, software and other items as an incidental part of the Services, with the exception of manufacturers' or licensors' warranties that Visionet is able to pass through for Customer's benefit, such hardware, software and other items are provided on an "AS IS" basis without warranty, provided that Visionet shall maintain in effect all maintenance and service agreements with respect to all foregoing materials to the extent that such hardware, software, and other items are being utilized in the provision of Services during the Term.
  - (c) The Customer understands that Visionet is performing the Services hereunder in relation to systems and data that have been produced by the Customer, or supplied to the Customer by third parties, and for which Visionet has no responsibility. Visionet shall be excused for default or delay of performance and will have no liability to the extent that such default or delay is caused by any processing deficiency in any system that is caused in whole or part by input data containing dates that are ambiguous as to the year, or ambiguous as to the financial information provided by the Customer or Customer systems or are otherwise inaccurate.
- 6.5 Visionet warrants that the technical quality and performance of the Services provided will be consistent with the applicable professional and industry standards and with the specifications in the applicable Work Order
- 6.6 EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, VISIONET MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR DELIVERABLES, THEIR PERFORMANCE HEREUNDER, OR THE RESULTS THEREOF, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT OF ANY OF SUCH ITEMS, AND SUCH ITEMS ARE PROVIDED "AS IS". TO THE EXTENT THAT VISIONET MAY NOT AS A MATTER OF LAW DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

## 7 LIMITATION OF LIABILITY

- 7.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, TORT, OR ANALOGOUS DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY SERVICES PERFORMED OR RECEIVED BY SUCH PARTY, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.2 Nothing in this agreement limits any liability which cannot legally be limited, Visionet's liability, whether in contract, tort (including negligence) or otherwise, direct or indirect, arising out of or in connection with this Agreement, Statement of Work, Work Order or any Services and/or deliverables performed hereunder shall not exceed in the aggregate the amounts paid to Visionet pursuant to such Statement of Work / Work Order in the immediately preceding twelve (12) month period from when the claim first arose.

## 8 CONFIDENTIALITY

- 8.1 Visionet and Customer ("Receiving Party") will treat as confidential and not disclose to or use for the benefit of unauthorized third parties any information of the other party ("Disclosing Party") or its customers that is disclosed by the Disclosing Party to the Receiving Party and identified in writing as "Confidential Information". The Receiving Party will not be liable for the disclosure of any Confidential Information that:
  - 8.1.1 is in the public domain or enters the public domain without breach of this Agreement by the Receiving Party;
  - 8.1.2 was known by the Receiving Party at the time it was first engaged to perform/receive Services for/from the Disclosing Party;
  - 8.1.3 is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party; or
  - 8.1.4 is subject to disclosure pursuant to federal or state law.

## 9 OWNERSHIP

- 9.1 Except as provided for in Section 9.3 below, all software and Business process documentation and materials specifically developed for Customer pursuant to this Agreement, including all related Work Orders, shall be the exclusive property of Customer. Effective upon the payment in full by Customer of all sums owed to Visionet under this Agreement, Visionet transfers and assigns to Customer the entire right, title and interest to all rights to any inventions, designs, discoveries, ideas, writings and works of authorship, including all copyrights in any work deemed to be a "work made for hire".
- 9.2 Visionet agrees that the transmission of materials to Visionet by Customer shall not be construed to grant Visionet a license or other rights owned or controlled by Customer. Upon termination or expiration of the Agreement and payment in full by Customer to Visionet of all amounts due under this Agreement, all proprietary documents, software documentation, programs wholly or partially completed, and materials directly related to any project under the Agreement shall be delivered to Customer or at Customer's written instructions destroyed, and no copies shall be retained by Visionet without Customer's written consent.
- 9.3 Customer acknowledges and agrees that Visionet has developed and will continue to develop certain software, inventions, designs, discoveries, ideas, writings and works of authorship, including all copyrights in any work, procedures, techniques, documentation and materials (collectively the "Visionet Materials") to perform the Services to be provided to Customer hereunder and Customer agrees that all Visionet Materials not specifically developed for Customer pursuant to this Agreement shall be the exclusive property of Visionet and that the entire right, title and interest to all rights to any Visionet Materials shall not be deemed to be a "work made for hire". Visionet will have all right, title or interest, in or to any improvements to Visionet Material developed by or on behalf of Customer pursuant to the aforementioned license.
- 9.4 Customer acknowledges and agrees that Visionet may, in its discretion, include third party materials in the deliverables, including but not limited to open source software and third party generally commercially available software ("Third Party Materials"). The ownership rights in such Third Party Materials will remain with one or more third parties, and usage of

such Third Party Materials by Customer shall be subject to the applicable third party licensing terms.

- 9.5 Customer may provide Visionet with suggestions, ideas, recommendations and other feedback relating to the Services (collectively, "Feedback"). To the extent Customer provides any Feedback, Customer hereby assigns to Visionet all right, title and interest in and to such Feedback.

## 10 NATURE OF AGREEMENT

- 10.1 The relationship of Visionet to Customer is solely that of an independent contractor. Neither Visionet nor its personnel shall be entitled to any of the benefits provided by Customer to its employees, including, but not limited to, workers compensation insurance, unemployment insurance, and health, retirement and welfare benefits.
- 10.2 Visionet shall assume full and exclusive responsibility for payment of all federal, state and local taxes or contributions imposed or required under employment, social security and income tax laws with respect to Visionet or any of Visionet's employees engaged in the performance of Services under this Agreement.
- 10.3 Unless otherwise specified in a Statement of Work, Services shall be performed at one or more locations of Visionet's choosing. Any Services on-site at a Customer location shall only be provided as specified in a Statement of Work and may be subject to an additional fee.
- 10.4 Visionet shall assign personnel as needed for the timely performance of the Services. Visionet will be responsible for the overall management and performance of the Services and Visionet's personnel. Visionet has sole discretion as to the designation of which personnel shall work on providing the Services and reserves the right to change designated personnel during the term of the applicable Statement of Work.

## 11 TUPE

- 11.1 The Parties agree that the TUPE Regulations do not apply to any employees of either Party; provided that if by operation of law the TUPE Regulations do apply:
- 11.1.1 in respect of any employees or third parties engaged by Customer, Customer hereby indemnifies Visionet on a full indemnity basis for all costs, liabilities and losses (including legal costs) of Visionet in respect of such Customer employees and any TUPE Regulations employment claims, including the costs of employment and termination thereof by Visionet;
- 11.1.2 in respect of any employees or third parties engaged by Visionet, Visionet hereby indemnifies Customer on a full indemnity basis for all costs, liabilities and losses (including legal costs) of Customer in respect of such third parties and any TUPE Regulations employment claims, including the costs of employment and termination thereof by Customer..
- 11.2 TUPE Regulation shall mean: Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*)

## 12 DATA PROTECTION

- 12.1 Parties shall comply with the provisions laid down under Exhibit C (Data Protection) of this Agreement.

## 13 HIRING OF EMPLOYEES

- 13.1 During the Term of the Agreement and for a period of one (1) year thereafter, neither party shall, directly or indirectly, solicit for employment or employ or accept services provided by any current or former employees of the other party (including any employees of Visionet's affiliates engaged in the provision of the Services hereunder) who performed any work in connection with or related to the Services. Notwithstanding the foregoing, nothing herein shall prevent either party from hiring any former employee of the other party whose employment has been terminated for at least six (6) months prior to such hire. The foregoing shall not apply to the hiring of either party's employees who respond to internet or other advertisements of general circulation not specifically targeted to such employees.

## 14 TERMINATION

- 14.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party in the event:

- (a) the other party fails to meet its material obligations under this Agreement. The termination shall become effective thirty (30) days after the date of the notification given to the other party indicating the reasons for the termination, unless the defaulting party remedies such breach during such period.
- (b) either party is subject to filing or institution of bankruptcy, reorganization, liquidation, receivership proceedings or upon an assignment of a substantial portion of the assets for the benefit of creditors by such party or where the such party is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the such party and the same has not been dismissed within forty five (45) days; however, in the case of any involuntary bankruptcy proceeding such right to terminate shall only become effective if such party consents to the involuntary bankruptcy or such proceeding is not dismissed within sixty (60) days after the filing thereof.
- (c) in accordance with section 15.8.

- 14.2 In the event of the early termination of this Agreement, Customer is obliged to pay for actual Services rendered and expenses incurred by Visionet upto effective last day of termination.
- 14.3 Upon termination of this Agreement, each party will return to the other party all papers, materials and properties of the other party held by each party for purposes of executing this Agreement and all attachments. Each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly non-disrupted business continuation of each party.
- 14.4 Upon termination, this Agreement shall be of no force and effect, except that the terms and provisions of Sections 7, 8, 9, 13 and 14 of this Agreement shall survive the termination of this Agreement for any reason in accordance with their respective terms.

## 15 GENERAL

- 15.1 This Agreement and related Work Orders shall be governed by and construed according to the laws England and Wales without regard to the conflicts of laws doctrines of any jurisdiction. Each party irrevocably agrees that the courts of London shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or Work Order or its subject matter or formation.
- 15.2 This Agreement is not assignable by either party without the written consent of the other party; provided, however, that either party may assign this Agreement to an affiliate, a successor-in-interest by consolidation, merger, or operation of law or to a purchaser of all or substantially all of the party's assets. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15.3 No provision of this Agreement may be waived or changed except by in writing signed by the parties. The failure to enforce a breach or default of this Agreement shall not constitute a waiver of the right to enforce any subsequent breach or default.
- 15.4 If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, the validity and enforceability of all remaining provisions shall nevertheless remain in full force and effect.
- 15.5 All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, mailed or courier-delivered as necessary to the parties at their respective addresses first set forth above. Additionally, in the case of a notice to Visionet a copy of the notice shall be sent to [Legal@visionet.com](mailto:Legal@visionet.com)
- 15.6 This Agreement including all Work Orders and other documents or communications incorporated herein, represents the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements. This Agreement, including all applicable Work Orders, exhibits and other documents and communications incorporated herein, shall supersede and control over any conflicting terms, representations,

promises, or conditions included in any purchase orders, invoices or other documents issued by either party.

- 15.7 Visionet shall be entitled to rely upon any person it believes in good faith to be authorized to act on behalf of Customer in connection with this Agreement including, but not limited to, the furnishing of additional Work Orders.
- 15.8 Force Majeure: Neither party shall be liable for damages from any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, earthquakes, explosions, acts of God or any public enemy, or acts mandated by any applicable law, regulation or order (whether valid or invalid) of any governmental body.

In witness whereof, the parties hereto cause this Agreement to be executed by their duly authorized representatives. This Agreement shall be effective as of the date of this Agreement.

<b>Visionet EMEA Limited.</b>	<b>[Customer]</b>
By: _____	By: _____
Name: [NAME]	Name: [NAME]
Title: [NAME]	Title: [NAME]

## EXHIBIT A FORM OF STATEMENT OF WORK

This Statement of Work dated \_\_\_\_\_ (“Commencement Date”) is executed pursuant to and forms part of the Master Services Agreement dated \_\_\_\_\_, between Visionet EMEA Limited, incorporated and registered in England and Wales with company number 8767165 whose registered office is at 8 Pinner View, Harrow, Middlesex, HA1 4QA (“**Visionet**”) and \_\_\_\_\_, incorporated and registered in \_\_\_\_\_ with company number \_\_\_\_\_ whose registered office is at \_\_\_\_\_ (“**Customer**”).

The terms capitalized in the Statement of Work, but not defined, shall have the meaning assigned to such term in the Master Services Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Visionet** and **Customer** to this Statement of Work as follows:

**A. Scope of Services:**

**B. Customer Responsibilities:**

**C. Charges:**

- Fees:
- Termination Fees for Early Termination:

**D. Payment Terms:**

- Mode of payment:
- Currency:

**E. Deliverables:**

**F. Term / Duration of the Statement of Work:** This Statement of Work shall be in effect for a period of \_\_\_\_ years / months from the Commencement Date first above.

**G. Other Terms and Conditions:**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Commencement Date by their respective duly authorized officers.

<b>Visionet EMEA Limited.</b>	<b>[Customer]</b>
By: _____	By: _____
Name: [NAME]	Name: [NAME]
Title: [NAME]	Title: [NAME]

## EXHIBIT B CHANGE ORDER

[Project: [NAME/NUMBER]]

[Change Order/Amendment] Number: [NUMBER]

Change Order Effective Date: [DATE]

[Statement of Work/Agreement]: [Statement of Work Number [NUMBER], dated [DATE] (the "**Statement of Work**"), which is incorporated by reference into and made a part of] [AGREEMENT TITLE], dated as of [DATE], between **Visionet EMEA Limited**, incorporated and registered in England and Wales with company number 8767165 whose registered office is at 8 Pinner View, Harrow, Middlesex, HA1 4QA ("**Visionet**") and \_\_\_\_\_, incorporated and registered in \_\_\_\_\_ with company number \_\_\_\_\_ whose registered office is at \_\_\_\_\_] ("**Customer**").

Capitalized terms used but not defined herein have the meanings assigned to them under the Agreement.

Mutual Change Order. In accordance with Section 1.2 of the Agreement, the Parties agree to make the following additions or modifications to, or deductions from Statement of Work mentioned above:

<b>Description of Change(s):</b>	[DESCRIPTION OF CHANGE(S) TO SERVICES AND DELIVERABLES]
<b>Attachment(s):</b>	[ATTACHMENT REFERENCE(S)]
<b>Original fees / charges:</b>	[ORIGINAL CHARGES]
<b>Net change to fees / charges by all previously authorized Change Orders:</b>	[NET CHANGE TO CHARGES BY PREVIOUSLY AUTHORIZED CHANGE ORDERS]
<b>Fees / charges and Payment Schedule immediately prior to this Change Order:</b>	[CHARGES AND INVOICE OR PAYMENT SCHEDULE IMMEDIATELY PRIOR TO THIS CHANGE ORDER]
<b>Increase/Decrease to fees / charges under this Change Order:</b>	[INCREASE/DECREASE TO CHARGES]
<b>Fees / charges as of this Change Order:</b>	[ADJUSTED CHARGES] [(the " <b>Adjusted Charges</b> ")]
<b>Payment schedule as of this Change Order:</b>	[NEW INVOICE OR PAYMENT SCHEDULE]
<b>Milestone/Completion Date adjustments:</b>	[MILESTONE/COMPLETION DATE ADJUSTMENTS]
<b>Acceptance Criteria adjustments:</b>	[ACCEPTANCE CRITERIA ADJUSTMENTS]
<b>Other related adjustments:</b>	[OTHER ADJUSTMENTS]

1. Payment in Full: Accord and Satisfaction. Notwithstanding anything in the Agreement to the contrary, when and to the extent paid by Customer the Adjusted Charges constitute full and final payment of all fees and charges for completed Services and Deliverables and for any delay, acceleration, disruption, inconvenience, loss of efficiency, cost, or expense arising out of, or incidental to, such Services and Deliverables.

2. Reservation of Rights. Visionet's acceptance of this Change Order and payments hereunder is made without prejudice, does not constitute full and final settlement of all effects of the changes as described in this Change Order and is not deemed to release Customer from any further liability in respect of the same.

3. Counterparts. This Change Order may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Change Order electronically or by facsimile/email shall be as effective as delivery of an original signed counterpart of this Change Order.

4. Costs and Expenses. Each Party shall pay its own costs and expenses in connection with preparing, drafting, negotiating, and executing this Change Order (including the fees and expenses of its advisors, accountants, and legal counsel).

5. No Other Amendments. Except as modified by this Change Order, all other terms and conditions of the Agreement, as amended or modified by prior amendments or Change Orders, remain in full force and effect. This Change Order is executed by each of the Parties' duly authorized representatives.

<b>Visionet EMEA Limited.</b>	<b>[Customer]</b>
By: _____	By: _____
Name: [NAME]	Name: [NAME]
Title: [NAME]	Title: [NAME]



## EXHIBIT C DATA PROTECTION

### 1. Definitions:

1) **Applicable Data Protection Laws:** means: (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Visionet is subject, which relates to the protection of personal data.

2) **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

3) **EU GDPR:** means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

4) **Other Applicable Laws:** means: (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Visionet is subject.

5) **Customer Personal Data:** any personal data which Visionet processes in connection with this agreement in the capacity of a processor on behalf of the Customer

1.2 For the purposes of this Exhibit C (Data protection), the terms **Commissioner, data subject, personal data, personal data breach, processor and processing**, shall have the meaning given to them in the UK GDPR, and **supervisory authority** shall have the meaning given to it in the EU GDPR.

### 2. General compliance and roles

2.1 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Exhibit C is in addition to, and does not relieve, remove or replace a party's obligations or rights under Applicable Data Protection Laws.

2.2 The parties have determined that, for the purposes of Applicable Data Protection Laws:

i) Visionet shall process the personal data set out in section 4 (Parties' roles) as a processor on behalf of the Customer

### 3. Personal data processing

3.1 In relation to the Customer Personal Data, section 5 sets out the scope, nature and purpose of processing by Visionet, the duration of the processing and the types of personal data and categories of data subject.

Visionet shall, in relation to the Customer Personal Data:

(a) process that Customer Personal Data only on the documented instructions of the Customer, set out in section 5, unless Visionet is required by Other Applicable Laws to otherwise process that Customer Personal Data. Where Visionet is relying on Other Applicable Laws as the basis for processing Customer Processor Data, Visionet shall promptly notify the Customer of this before performing the processing required by Other Applicable Laws unless those laws prohibit Visionet from so notifying the Customer on important grounds of public interest. Visionet shall immediately inform the Customer if, in the opinion of Visionet, the instructions of the Customer infringe Applicable Data Protection Laws;

(b) implement appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Customer Personal Data and against its accidental loss, damage or destruction, including:

(i) the pseudonymisation and encryption of Customer Personal Data;

(ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(iii) the ability to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and

(iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

3.2 In assessing the appropriate level of security, Visionet shall take into account in particular of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data transmitted, stored or otherwise processed.

(a) ensure, and procure, that any personnel engaged and authorized by Visionet to process Customer Personal Data keep the Customer Personal Data Confidential;

(b) promptly assist the Customer, in responding to any request from a data subject and in ensuring compliance with the Customer's obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, Visionet shall promptly notify the Customer if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of Customer Personal Data;

(c) notify the Customer without undue delay (and no later than 2 days after becoming aware of a personal data breach

(d) at the written direction of the Customer, delete or return to the Customer all Customer Personal Data on termination or expiry of the agreement, and certify to the Customer in writing it has done so, unless Visionet is required by Applicable Law to continue to process that Customer Personal Data, in which case Visionet shall promptly notify the Customer, in writing, of what that Applicable Law is and shall only be permitted to process that Customer Personal Data for the specific purpose so-notified, and all other requirements set out in this Exhibit C shall continue to apply to



such Customer Personal Data notwithstanding the termination or expiry of this agreement for as long as such Customer Personal Data is processed by Visionet; and

(e) maintain adequate records, and, on the Customer's request, make available such information as the Customer may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by the Customer or the Customer's designated auditor, to demonstrate its compliance with Applicable Data Protection Laws and this Exhibit C.

3.3 Visionet shall not, without the prior written consent of the Customer (and in any event subject to Visionet providing the Customer with reasonable evidence that such activity is being undertaken in full compliance with Applicable Data Protection Laws):

(a) appoint or replace (or change the terms of the appointment of) any other processor in relation to Customer Personal Data or transfer any Customer Personal Data to the same.

3.4 Where Visionet or any of the Visionet's affiliate's offices are based outside of the European Economic Area or the United Kingdom, or a country that does not have adequate levels of protection, the Customer hereby instructs Visionet to transfer personal data to such Visionet affiliate to provide the Services. Such data transfers shall be subject to the SCCs.

#### **4. Parties Roles**

Where Visionet acts as processor

[DETAILS OF THE PERSONAL DATA WHICH VISIONET WILL BE PROCESSING]

#### **5. Particulars of processing**

1. Scope of processing

[SCOPE OF THE PROCESSING]

2. Nature of processing

[DETAILS OF THE PROCESSING]

3. Duration of processing

[DETAILS OF THE DURATION OF THE PROCESSING ACTIVITY]

4. Types of personal data

[DETAILS OF PERSONAL DATA]

5. Categories of data subject

[DETAILS OF DATA SUBJECT]

#### **6. Technical and organizational measures**

[DETAILS OF TECHNICAL AND ORGANISATIONAL MEASURES]