

Terms of Service

Recitals:

- (A) The Licensor is entitled to provide a licence to access the App;
- (B) The Licensor wishes to provide a licence for the Licensee to access the App and the Works (as defined below).

Operative provisions:

1. Definitions

- 1.1. In this Licence the following expressions shall have the following meanings unless the context otherwise requires:

'API' means an application programming interface which may be made available by the Licensor to the Licensee by means of a Token or other method for the purpose of enabling access by the Licensee to Enterprise Data.

'App' means each iteration or version of The Noise App software made available to the Licensee for downloading through the App Store, Google Play, Apps for Windows etc and other such locations through which the Licensor may choose to make the App available, and as prepared for the Licensee to use within its geographic territory or across its client, customer or User base for the Purpose.

'Commencement Date' means the first day on which the App is made accessible to the Licensee by the Licensor.

'Data Protection Legislation' means the UK GDPR, the UK Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case as amended from time to time, and all other applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

'Developments' means any modification, improvement or amendment to the App or the Works or the Website devised or developed by the Licensor for the Licensee or as required due to any change of legislation either before or during the term of the Licence.

'Enterprise Data' means data relating to Users which is collected by the Licensor for the Licensee, whether by means of reports submitted to the App or otherwise.

'Force Majeure Event' means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars).

'Intellectual Property' means all industrial and intellectual property rights, including without limitation patents, trademarks and service marks whether registered or unregistered, registered designs, unregistered designs, database rights and copyrights and any applications for any of the foregoing in any part of the world, know-how and confidential information and all similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world.

'Licence Fee' means the fees as set out in the proposal(s) sent to the Licensee by the Licensor prior to the date of this Licence, as may be amended or varied by agreement between the parties or in accordance with the terms of this Licence.

'Password' means the password to be issued by the Licensor to the Licensee to enable the Licensee to access the Website and media file database and any related information about the Website, the App and the Works.

'Personal Data', 'Process' and 'Processing' shall have the same meanings as set out in the UK GDPR.

'Purpose' means the provision to the Licensee of access to the App, the Works and the Website on the terms of this Licence for use only within its local area of jurisdiction or operations for its Users, as has been agreed in advance in writing with the Licensor,

for recording noise and anti-social behaviour and to support the servicing of complaints about and investigations into noise and anti-social behaviour and related activities typically associated with such recordings.

'Territory' means the United Kingdom.

'Token' means a credential issued by the Licensor to enable the Licensee to access an API of the Licensor, in a format determined by the Licensor.

'UK GDPR' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

'Users' means persons employed by or invited by the Licensee to use the App, the Works or the Website for the Purpose, who may include the Licensee's employees, local client base, customer base, local community or population within a single country or region.

'Website' means the website www.thenoiseapp.com and any other website, utilised by the Licensor through which the Licensee can access the Works.

'Works' means the App software, database software and any other related software provided by the Licensor and any supporting information prepared by the Licensor and to which the Licensee has access via the App or Website.

2. Licence

2.1 In consideration of the Licence Fee payable as described in Clause 9, the Licensor hereby grants to the Licensee a non-exclusive licence within the Territory to access the App, the Website and the Works and make them available to download for the Purpose and the Licensor undertakes to issue the Password to the Licensee.

2.2 The Licence for the Works shall include the Developments (if any).

2.3 The use by the Licensee of the App and the Works shall be restricted solely to the Purpose and the Licensee warrants and represents that the App, the Website and the Works shall not be used or otherwise reproduced in any form for any other purpose whatsoever.

2.4 The Licensee agrees to provide users of the App and the Works with guidelines for the responsible use of the App and the Works replicating the terms set out at Appendix 1 and agrees that it will indemnify the Licensor for any liability that it may incur resulting from misuse of the App or the Works on the part of the Licensee or its Users.

2.5 It is the responsibility of the Licensee to take reasonable steps to alert persons who may be affected by the use of the App of the possible use of recording devices to report or investigate noise, alleged unreasonable noise nuisance or anti-social behaviour. In some circumstances the Licensee may (depending on the provisions of applicable law) have a duty to provide notices to that effect where the Licensee is a landlord of relevant premises, or is a public body or regulatory authority.

2.6 The Licensor shall be the owner of all Intellectual Property Rights in the App, the Works, the Website, in any Developments which it may create, and in all data collected by means of the App and the Website.

Enterprise Licence

2.7 Clauses 2.7 to 2.11 apply only where the Licensee has subscribed for an Enterprise Licence. An Enterprise Licence entitles the Licensee to have direct access to Enterprise Data. This is enabled via an API, to which the Licensee will be granted access by means of a Token.

2.8 The Licensor shall continue to be the owner of Enterprise Data, and hereby grants to the Licensee the right to use Enterprise Data in the Licensee's business, subject to the terms of this Licence. The scope of Enterprise Data and any access limitations shall be determined by the Licensor.

- 2.9 The Licensee is not entitled to use Enterprise Data with any other application designed for the purposes of recording or reporting noise nuisance or anti-social behaviour, whether created by the Licensee or any third party, nor shall it use Enterprise Data (or allow it to be used) for the purposes of creating an application which has substantially the same purpose as the App.
- 2.10 The Licensee shall use the API and the Token only for the purpose of gaining access to Enterprise Data, and solely in accordance with the Licensor's instructions.
- 2.11 Notwithstanding all other provisions of this Licence, the Licensor is not responsible for any use which the Licensee may make of Enterprise Data, and disclaims all warranties (whether express or implied) relating to Enterprise Data. It is the responsibility of the Licensee to ensure that any use of Enterprise Data obtained by the Licensee is lawful, and that none of it falls into the hands of any person who is not entitled to receive it.

3. Technical Support

- 3.1 With effect from the Commencement Date and for the Term the Licensor shall provide the Licensee free of charge with the technical support described in this Clause 3.1. The technical support will be limited to giving advice on how to access the App, the Works and the Website, which will be given by telephone or email only. In the event that technical support is required the Licensor may be contacted by email at support@thenoiseapp.com.
- 3.2 The Licensor shall not be liable for any loss or damage whatsoever suffered by the Licensee as a result of the Licensee being unable to access the App, the Website and the Works at any time for whatever reason.

4. Duration

- 4.1 As per G Cloud agreement.

5. Restrictions on Licensee

- 5.1 The Licensee shall not:
 - 5.1.1 make any modifications to the App, the Works or the Website; or
 - 5.1.2 reproduce the App, the Works or the Website in any way which might prejudice its distinctiveness or the goodwill or reputation of the Licensor therein; or
 - 5.1.3 use in relation to the App, the Works or the Website any trademarks or other marks or descriptions other than as may be contained within the App, the Works or the Website without obtaining the prior written consent of the Licensor; or
 - 5.1.4 sell or share the App, the Works or the Website to or with any other third party (save for the purpose of allowing Users to access the App).
- 5.2 The Licensee shall keep confidential the Password and shall not disclose or supply other persons or organisations with the Password.
- 5.3 Except as provided in this Licence the Licensee shall have no rights in respect of any trade names or trademarks used by the Licensor in relation to the App, the Works or the Website or of the goodwill associated therewith and the Licensee hereby acknowledges that except as expressly provided in this Licence it shall not acquire any rights in respect thereof and that all such rights and goodwill are and shall remain vested in the Licensor.
- 5.4 The Licensee shall at the expense of the Licensor take all such steps as the Licensor may reasonably require to assist the Licensor in maintaining the validity and enforceability of the Intellectual Property of the Licensor in the Works during the term of this Licence.
- 5.5 Without prejudice to the right of the Licensee or any third party to challenge the validity of any Intellectual Property of the Licensor, the Licensee shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property of the Licensor and shall not permit or authorise any third party to do any act which would have that effect or character.

- 5.6 The Licensee shall promptly and fully notify the Licensor of any actual, threatened or suspected infringement of any Intellectual Property of the Licensor which comes to the Licensee's notice and of any claim by any third party so coming to its notice that the reproduction of the Works infringes any rights of any other person and the Licensee shall at the request and expense of the Licensor do all such things as may be reasonably required to assist the Licensor in taking or resisting any proceedings in relation to any such infringement or claim.
- 5.7 The Licensee shall notify the Licensor of any amendments or corrections required to be made to the App, the Website or the Works which may be identified by the Licensee.
- 5.8 The App, the Website and the Works must be used in accordance with the Terms of Service displayed on the Website and the Conditions of Responsible Use set out at Appendix 1 hereto.
- 5.9 The Licensee warrants and agrees that it will have in place an appropriate document retention policy, and that all information obtained by the Licensee shall be collected, processed, retained and destroyed in accordance with the terms of that policy.

6. Warranties and Indemnity

- 6.1 The Licensor warrants that it is the owner of the world-wide rights to reproduce the copyright in the App, the Website and the Works, and that to the best of its knowledge the use of the App, the Works and the Website as permitted hereunder will not infringe the rights of any third parties.
- 6.2 The Licensor undertakes to defend the Licensee from and against any claim or action that the possession, use, development, modification or maintenance of the Works (or any part thereof) infringes the Intellectual Property Rights of a third party (Claim) and shall fully indemnify and hold harmless the Licensee from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Licensee as a result of, or in connection with, any such Claim.
- 6.3 If any Claim is made, or in the Licensor's reasonable opinion is likely to be made, against the Licensee, the Licensor may, at its sole option and expense:
 - 6.3.1 procure for the Licensee the right to continue using the Works (or any part thereof) in accordance with the terms of this Licence;
 - 6.3.2 modify the Works so that they cease to be infringing; or
 - 6.3.3 replace the Works with non-infringing software.
- 6.4 The Licensee shall indemnify the Licensor against all claims, liabilities and expenses arising out of:
 - 6.4.1 the Licensee's activities under this Licence;
 - 6.4.2 any infringement of any rights of the Licensor by the supply, distribution or use of the App, the Works, the Enterprise Data or the Website by the Licensee; or
 - 6.4.3 the Licensee's failure to comply with all applicable laws and regulations.

7. Infringement Claims

- 7.1 Where a Claim is subject to the indemnity set out in Clause 6.2 above, and the remedies described in Clause 6.3 are not available or reasonably appropriate, the Licensor may terminate this Licence and refund any proportion of the Licence Fee paid in advance in respect of any period after the termination date. The Licensor will not be liable for any claims or damages due to the Licensee's continued use of an item after being notified to stop due to a third-party claim.

8. Procedure in relation to indemnities

- 8.1 Where either party grants an indemnity under this Licence, the obligations of the indemnifying party will be subject to the indemnified party: (i) notifying the indemnifying party in writing within one month of receiving notice of any claim which may give rise to the indemnity; (ii) giving the indemnifying party exclusive control and authority over the defence or settlement of any action; (iii) not entering into any settlement or compromise of any such action without the indemnifying party's prior written consent; and (iv) providing reasonable assistance requested by the

indemnifying party, at the indemnifying party's expense. The indemnified party may join in the defence with its own counsel at its own expense.

9. Licence Fee

- 9.1 The Licence Fee shall, unless otherwise agreed, include the cost of any Developments.
- 9.2 The Licensee shall pay the Licence Fee for the Term to the Licensor in annual instalments on the Commencement Date and upon every subsequent anniversary of the Commencement Date, until such time as the Licence terminates or expires. The Licensee must give notice of termination to the Licensor in writing not less than 30 days prior to the end of the Initial Term or the Extended Term (as defined in Clause 4.1). Failure to give notice in accordance with the terms herein will render the Licensee liable for the Licence Fee until the notice is correctly given.
- 9.3 In the event of additional services being added to the App, the Works or the Website at the request of the Licensee, the fee for that additional service shall be payable on the date on which the additional service is accessible by the Licensee and will be added to the Licence Fee on every subsequent annual anniversary of the Commencement Date.
- 9.4 The Licence Fee shall be payable (together with value added tax thereon) by the Licensee to the Licensor within 30 days of the date set out in clauses 9.2 and 9.3 above.
- 9.5 The Licensor reserves the right to charge the Licensee interest in respect of the late payment of any sum due under this Licence (as well after as before judgment) at the rate of four per cent (4%) per annum above the base rate from time to time of the Bank of England from the due date therefor until payment.
- 9.6 The Licensor shall be entitled to vary the Licence Fee not more than once in every successive period of 12 months during the Term upon giving not less than 30 days' notice thereof to the Licensee. No increase shall exceed the increase in CPI over the preceding 12 months as published by the UK Office of National Statistics, unless it is with the agreement of the Licensee.
- 9.7 The Licensor shall be entitled to continue to charge the Licence Fee in the event that the Licensee merges or shares resources with another organisation and shall be entitled to review the Licence Fee payable by the Licensee on the occurrence of such an event.

10. Termination

As per G Cloud agreement.

11. Liability

- 11.1 Save where expressly provided otherwise, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.
- 11.2 Nothing in this Licence shall operate to exclude or limit the Licensor's liability for:
 - 11.2.1 death or personal injury caused by its negligence;
 - 11.2.2 fraud, wilful default or gross negligence; or
 - 11.2.3 any other liability which cannot be excluded or limited under applicable law.
- 11.3 Neither party shall have any liability for any losses or damages which may be suffered by the other party (or any person claiming under or through the other party), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - 11.3.1 loss of use;
 - 11.3.2 loss of profits;
 - 11.3.3 loss of anticipated savings;
 - 11.3.4 loss of business opportunity;
 - 11.3.5 loss of contracts;

- 11.3.6 loss of goodwill; or
- 11.3.7 loss arising from damaged, corrupted or lost data.
- 11.4 Subject to clause 11.2, the aggregate liability of either party, whether in contract, tort (including negligence), or otherwise and whether in connection with this Licence or any collateral contract, shall not exceed £1,000,000.
- 12. Waiver**
 - 12.1 The waiver by either party of a breach or default of any of the provisions of this Licence by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 13. Bribery and Corruption**
 - 13.1 Either party shall be entitled to cancel this Licence and to recover from the other party (the "Defaulting Party") the amount of any loss or damage resulting from such cancellation to the extent of the Licence Fee paid in advance if:
 - 13.1.1 The Defaulting Party shall have offered or given or agreed to give to any person any gift or reward for doing or not doing any action in relation to this Licence or any other contract with the Licensee; or
 - 13.1.2 Any acts of a similar nature shall have been carried out by any person employed by the Defaulting Party, either representing it or acting on its behalf; or
 - 13.1.3 In relation to any contract with the other party, the Defaulting Party or person employed by it or acting on its behalf shall commit any offence under the UK Bribery Act 2010, give any reward receipt of which is an offence under Section 117 (2) of the UK Local Government Act 1972, or commit any offence of a similar nature under the laws of any other relevant jurisdiction.
- 14. Notices**
 - 14.1 Any notice, request, instruction or other document to be given hereunder shall be in writing and shall be delivered or sent by post to the address of the other party set out in this Licence, or shall be sent by email to the principal contact email address of the other party at the time when notice is given. Either party may from time to time notify to the other (in accordance with this clause) any alternative addresses for notices.
- 15. Invalidity and severability**
 - 15.1 If any provision of this Licence shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Licence and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt in good faith to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 16. Entire Agreement**
 - 16.1 The Licensor shall not be liable to the Licensee for loss arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of execution of this Licence other than those representations, agreements, statements or undertakings confirmed by a duly authorised representative of the Licensor in writing or expressly incorporated or referred to in this Licence.
- 17. Data Protection**
 - 17.1 The parties will each comply with their respective duties under Data Protection Legislation.

- 17.2 The processing of Personal Data is governed by the terms of the Data Processing Addendum set out in Appendix 2 hereto.
- 18. Successors**
- 18.1 This Licence shall be binding upon and endure for the benefit of the successors in title of the parties hereto.
- 19. Assignment and sublicensing**
- 19.1 The Licensee shall not be entitled to assign or otherwise transfer this Licence nor any of its rights or obligations hereunder nor sublicense the use (in whole or in part) of the Works without the prior written consent of the Licensor which shall not unreasonably be withheld.
- 19.2 The Licensor shall be entitled to assign or otherwise transfer this Licence or any of its rights or obligations hereunder.
- 20. Force majeure**
- 20.1 Neither party shall be liable to the other for any failure to perform any of its obligations hereunder which is caused by a Force Majeure Event. A party adversely affected by a Force Majeure Event shall give notice of it to the other party as soon as possible and shall endeavour to overcome the Force Majeure Event or find workarounds using any reasonable means. If a party continues to be adversely affected by a Force Majeure Event for more than 30 days, the other party shall be entitled to give notice terminating this Licence.
- 21. Insurance**
- 21.1 For the duration of the Licence and for a period of six years afterwards the Licensor shall maintain in force the following insurance policies with reputable insurance companies:
- 21.1.1 public liability insurance with a limit of at least £5 million a claim;
- 21.1.2 professional indemnity insurance with a limit of at least £2 million for claims arising from a single event or series of related events in a single calendar year;
- 21.1.3 employers' liability insurance with a limit of at least £10 million for claims arising from a single event or series of related events in a single calendar year.
- 22. Headings**
- 22.1 Headings to clauses in this Licence are for the purpose of information and identification only and shall not be construed as forming part of this Licence.
- 23. Law**
- 23.1 This Licence shall be governed by and construed in accordance with the law of England and Wales and the parties hereto agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

APPENDIX 1

GUIDELINES FOR THE RESPONSIBLE USE OF THE NOISE APP

(Note for the Licensee's information: this text is also reproduced on the App for Users to confirm their agreement with these terms, when opening the Noise App for the first time.)

Conditions of Responsible Use

You may use the App only for lawful purposes. By signing up and using the App, you or anyone you allow to use the App (the User) agree to use the App:

1. lawfully, responsibly and in accordance with these terms.
2. solely for the purpose of recording noise and/or anti-social behaviour (whether such recordings are made in audio, video or photographic format) that:
 - (a) you reasonably consider to be a nuisance and which infringes your right to quiet and peaceful enjoyment of your premises or property or your general wellbeing; and
 - (b) is clearly audible or visible in or from your premises and at times that are unreasonable.
3. in a reasonable manner, and not to use the App outside your premises or in a way that intrudes into another person's premises or dwelling.
4. in a way that is consistent with obtaining recording(s) of a noise nuisance, or of conduct capable of causing nuisance or annoyance, or causing harassment, alarm or distress, and in a way that will facilitate the use of the recording(s) as part of legal proceedings or in asserting your legal rights.
5. in a manner that will not threaten or harass anyone or which is otherwise improper or unlawful.

You further agree:

1. That the User will not tamper with, falsify or enhance any noise recording, video recording or photograph made using the App, or use it in a way that is incompatible with the use of the App as a means of making a recording with a view to using it as evidence in legal proceedings or in asserting their legal rights.
2. That the User will respect the rights of others and not use the App to record sensitive or personal matters unless they amount to noise which is audible in the User's premises at an unacceptable volume or anti-social behaviour which intrudes into the User's premises to an unacceptable degree.
3. That the User will immediately upload the recorded information using the appropriate procedures, and not interfere with or use the information thereafter unless as part of legal proceedings or in asserting their legal rights.
4. That the User will agree to co-operate and assist in any legal or other action taken by the Licensee or their agents, including appearing in a court of law as a witness.

You may not use the App:

1. In any way that breaches any applicable local, national or international law or regulation.
2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
3. For the purpose of harming or attempting to harm another person in any way.
4. To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Conditions of Responsible Use.
5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

6. To knowingly transmit any data, or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

APPENDIX 2

Data Processing Addendum

Introduction

1. This Addendum supplements the Licence Agreement (“the Licence”) between RH Environmental Limited (“the Licensor”) and the licensee named in the Licence (“the Licensee”) of even date herewith.

Interpretation

2. Terms defined in the Licence shall have the same meaning in this Addendum

Processing of Personal Data

3. If and to the extent that the Licensor Processes Personal Data on behalf of the Licensee under this Licence, the Licensor will:
 - (a) Process such Personal Data only to the extent strictly necessary for the purposes of performing its obligations under this Licence and (where applicable) in accordance with the written instructions of the Licensee, unless the Licensor is required to carry out additional Processing by law, in which event the Licensor shall inform the Licensee beforehand unless the law prohibits this on important grounds of public interest;
 - (b) Put and at all times maintain in place appropriate technical and organisational measures against unauthorised or unlawful Processing of such Personal Data and against accidental loss, destruction of or damage to the data. Such measures shall (inter alia) have regard to the specific requirements of this Licence and the level of harm that may be suffered by a data subject whose Personal Data is affected by any such unauthorised or unlawful Processing or by its loss, destruction or damage;
 - (c) Not keep the Personal Data for longer than is necessary for the purposes of Processing the Personal Data to perform its obligations under this Licence;
 - (d) Take reasonable steps to ensure the reliability of any of its staff who will have access to the Personal Data, ensuring that any such staff are:
 - (i) Adequately trained in their duties;
 - (ii) Contractually obliged to maintain the confidentiality of the Licensee's Personal Data, and
 - (iii) Contractually obliged to Process the Licensee's Personal Data only on the instructions of the Licensee;
 - (e) Inform the Licensee without undue delay if it becomes aware of any accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure of or access to the Licensee's Personal Data and provide the Licensee with all reasonable assistance in investigating and mitigating the impact of any such data breach. The Licensor will also provide all reasonable assistance to the Licensee in relation to its obligations to provide adequate notifications to the relevant data protection authorities and affected data subjects;
 - (f) Provide the Licensee with reasonable and timely assistance for the purposes of fulfilling the Licensee's obligations in the event that the Licensee receives from a data subject a request to exercise any of his/her rights under applicable data protection law. If the Licensor receives from a data subject a request to exercise

- his/her rights in respect of the Licensee's Personal Data, the Licenser will provide notice of this to the Licensee without undue delay;
- (g) Assist the Licensee in ensuring compliance with the Licensee's obligations to:
- (i) carry out data protection impact assessments; and
 - (ii) consult with the relevant data protection supervisory authority prior to Processing where a data protection impact assessment indicates that the Processing would result in a high risk to data subjects in the absence of mitigating measures,
- taking into account the nature of the Processing and the information available to the Licenser;
- (h) Not without the written consent of the Licensee Process any of the Licensee's Personal Data in a territory which lies outside the UK and the EEA, nor transfer any of the Licensee's Personal Data to such a territory;
- (i) Allow a representative of the Licensee access to any relevant premises owned or controlled by the Licenser upon reasonable notice, to inspect the measures, programmes and procedures adopted in performance of and in compliance with this Addendum. The Licenser will also make available to the Licensee, at the Licensee's request, all information necessary to demonstrate compliance with this Addendum;
- (j) Upon the termination of the Licence for whatever reason, return all Personal Data and all copies of the Personal Data to the Licensee forthwith or, at the Licensee's choice, destroy all copies of the same and certify to the Licensee that it has done so, unless the Licenser is prevented by any legal or regulatory requirement from destroying or returning all or part of such data, in which event the data will be kept confidential and will not be actively Processed for any purpose;
- (k) Not subcontract any Processing of the Licensee's Personal Data or otherwise disclose the Licensee's Personal Data to any third party except as expressly permitted by this Licence or otherwise permitted by the Licensee in writing. Where such a sub-contractor is engaged, the Licenser will:
- (i) Ensure that it has a written contract (the "Processing Subcontract") in place with the relevant subcontractor which imposes on the subcontractor the same obligations in respect of Processing of the Licensee's Personal Data as are imposed on the Licenser under this Licence, and in particular this Addendum;
 - (ii) Ensure that there are sufficient guarantees in place to ensure the subcontract will meet the requirements of Article 28 of the UK GDPR;
 - (iii) Remain fully liable to the Licensee for its obligations under this Addendum; and
 - (iv) Provide a copy of the Processing Subcontract to the Licensee upon request, subject to reasonable confidentiality restrictions that may be applicable. The Licenser shall ensure that any confidentiality restrictions in the Processing Subcontract do not prevent it showing to the Licensee those provisions which demonstrate Licenser's compliance with its obligations under this Addendum.

Subcontractors

4. A list of sub-processors used by the Licenser is set out in the Schedule hereto. The Licenser may remove sub-processors from this list or add sub-processors from time to time, but if the Licenser wishes to add a new sub-processor it shall notify the

Licensee and give the Licensee 30 days to object, if the Licensee so wishes. If the Licensee objects to the appointment on reasonable grounds relating to the privacy or security of Personal Data, then the Licensor shall not proceed with the addition of the sub-processor. If no objection is received within those 30 days, then the Licensor shall be entitled to proceed with the addition.

Data Retention

5. Personal Data will be held on the Website during the Term in accordance with the Licensee's data retention policies. The Licensor has provided the Licensee with the software features to manage and delete Personal Data in accordance with its data retention policies. If it is found necessary for the Licensee to request the Licensor to open the Licensee's account to retrieve or delete Personal Data, the Licensee will notify the Licensor in writing who will make arrangements for the retrieval or deletion of the Personal Data. Arrangements made by the Licensor to retrieve or delete Personal Data and any other data identified by the Licensee will be subject to the written agreement of the Licensor and to payment of any additional fees necessary to fulfil specific technical or organisational requirements of the Licensee. If the Licence is not renewed, upon expiry of the Term Personal Data will be deleted.

Details of Processing

6. The Schedule to this Addendum sets out a description of the Processing of Personal Data under the Licence. Further details of Processing are contained in the Terms of Service available at the Website.

SCHEDULE

Subject matter of Processing

Processing of Personal Data in relation to the operation of the Licensor's Noise App

Duration of Processing

The duration of the Licence, as set out in Clause 4.1 thereof

Nature and purpose of Processing

- Processing of Personal Data in so far as necessary to provide and use the Noise App, including for the purpose of reporting noise nuisance
- Processing to provide support services
- Processing for promotional purposes
- Data analysis

Type of Personal Data to be Processed

- Noise and nuisance data, including audio and video images
- Names
- Addresses and other contact details

- Positions held
- Roles and responsibilities

Categories of data subject(s)

- Landlords
- Tenants
- Housing officers
- Staff of Licensee
- Persons involved in reports of noise or nuisance
- App users

Sub-processors used by the Licensor

- Google (maps integration and analytics)
- AWS (infrastructure)
- Sentry (system monitoring/crash report usage)
- Github (code versioning)