

APHELION LIMITED (518067)

TRADING AS CIVIQ

Terms and Conditions of Service

OUR TERMS

1. THESE TERMS

What these terms cover. These terms and conditions of service (the “**Terms**”) apply to the order by you and supply of the Services (as defined below) by us to you (the “**Contract**”) and describe how the Services may be provided, accessed and used.

Why you should read them. Please read these Terms carefully. These Terms tell you who we are, how we will provide Services to you, how the Contract may be changed or ended and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** We are **Aphelion Limited trading as Civiq** (“**APH**”, “**we**”, “**our**” or “**us**”) a Private Company Limited By Shares with registration number 518067, incorporated and registered in Ireland, whose current registered office is at Digital Office Centre, Maynooth Business Campus, Straffan Road, Maynooth, Co. Kildare, Ireland, and includes any future registered address of APH. Our registered VAT number is 2973787UH.
- 2.2. **What is our business.** We provide a variety of different services including data analysis, consultation, training and research services to facilitate public consultations, public opinion analysis and interactions between our clients and targeted public (including by way of survey). Our software systems owned and developed by APH, includes the platforms known as OpenInsights, OpenConsult and OpenAssociate (altogether referred to as the “**CIVIQ Software**”) which are cloud-based consultation platforms which facilitate the communication between stakeholder individuals, stakeholder organisations and consulting bodies.
- 2.3. **How to contact us.** You can contact us by writing to us at info@civiq.eu and our registered office address.
- 2.4. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.5. **"Writing" includes emails.** When we use the words "writing" or "written" in these Terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1. You indicate your agreement to these Terms by signing this document. Receipt of payment and/or order form by us via e-mail, fax, postal mail, electronic form submission from website or any other means shall also constitute your complete and unconditional acceptance of these Terms.
- 3.2. If you will be using the Services on behalf of an organisation, you agree to these Terms on behalf of that organisation and you represent that you have the authority to do so. In such case, “**you**” and “**your**” will refer to that organisation.

- 3.3. Any samples, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in any information provided by us, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Terms or have any contractual force.
- 3.4. These Terms apply to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

4. SUPPLY OF SERVICES

- 4.1. We shall supply and/or make available our services to you in accordance with the Specification in all material respects (the “**Services**”). For the purposes of this Clause 4, “**Specification**” shall mean the description or specification of the Services provided in writing by us to you.
- 4.2. The term of the contract and provisions for early termination and renewal shall be set out in the Specification.
- 4.3. We shall use all reasonable endeavours to meet any performance dates specified in the Specification, but, unless otherwise agreed in writing with you, any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.4. We reserve the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we shall notify you in any such event.
- 4.5. Where the Services we provide and/or make available to you in accordance with the Specification include the use of the CIVIQ Software, the CIVIQ Software Licence Terms and Conditions shall become part of your agreement with us under these Terms.

5. FEES AND PAYMENTS

- 5.1. You agree to pay to us any fees for each Service you use (including any overage fees and termination fees), in accordance with the pricing and payment terms presented to you for that Service. If you have elected to pay the fees by credit card, you represent and warrant that the credit card information you provide is correct and you will promptly notify us of any changes to such information. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.
- 5.2. You shall pay each invoice submitted by us:
 - a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by us and confirmed in writing to you; and
 - b) in full and in cleared funds to a bank account nominated in writing by us, and time for payment shall be of the essence of the Contract.
- 5.3. All amounts payable by you under these Terms are exclusive of amounts in respect of value added tax chargeable from time to time (“**VAT**”). Where any taxable supply for VAT purposes is made under these Terms by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 5.4. All amounts due under these Terms 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).

6. PRIVACY

6.1. Privacy

In the course of using the Services, you may submit content to APH (including your personal data and the personal data of others) or third parties may submit content to you through the Services (all of the above will be referred to as your “**Content**”). We know that by giving us your Content, you are trusting us to treat it appropriately. APH's privacy statement (the “**APH Privacy Statement**”) details how we treat your Content. You agree that APH may use and share your Content in accordance with the APH Privacy Statement and applicable data protection laws. You also agree that you are responsible for notifying these third parties who submit content to you through our Services about the APH Privacy Statement.

6.2. Confidentiality

- 6.2.1. APH will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including the APH Privacy Statement). However, your Content is not regarded as confidential information if such Content:
- a) is or becomes public (other than through breach of these Terms by APH);
 - b) was lawfully known to APH before receiving it from you;
 - c) is received by APH from a third party without knowledge of breach of any obligation owed to you; or
 - d) was independently developed by APH without reference to your Content.
- 6.2.2. APH may disclose your Content when required by law or legal process, but only after APH, if permitted by law, uses commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.

7. YOUR CONTENT

7.1. You retain ownership of your Content

You retain ownership of all of your intellectual property rights in your Content. APH does not claim ownership over any of your Content. These Terms do not grant us any licenses or rights to your Content except for the limited rights needed for us to provide the Services, and as otherwise described in these Terms.

7.2. Limited license to your Content

You grant APH a fully paid-up, non-exclusive, royalty-free, non-transferable license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Services to you and as otherwise permitted by the APH Privacy Statement. This license for such limited purposes continues even after you stop using our Services, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of APH's business. This license also extends to any trusted third parties we work with

to the extent necessary to provide the Services to you. If you provide APH with feedback about the Services, we may use your feedback without any obligation to you.

7.3. Customer lists

APH may identify you (by name and logo) as a APH services customer on APH's website and on other promotional materials with your consent. Any goodwill arising from the use of your name and logo will inure to your benefit.

7.4. Other intellectual property claims

APH respects the intellectual property rights of others, and we expect our users to do the same. If you believe a APH user is infringing upon your intellectual property rights, you may report it to us.

8. USER CONTENT

8.1. User content

The Services may involve content provided by others that is not owned by APH. Such content is the sole responsibility of the entity/individual that makes it available. Similarly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. APH is not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use content from the Services unless you have first obtained the permission of its owner, or are otherwise authorised by law to do so.

8.2. Content review

You acknowledge that, in order to ensure compliance with legal obligations, APH may be required to review certain content submitted as part of the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms.

8.3. Third party resources

APH may publish links as part of its Services to internet websites maintained by third parties. APH does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.

9. APH INTELLECTUAL PROPERTY

9.1. Neither these Terms nor your use of the Services grants you ownership in the Services or the content you access through the Services (other than your Content). Save as provided otherwise in the Specification, these Terms do not grant you any right to use APH's trademarks or other brand elements.

9.2. If you submit any feedback or suggestions to us regarding our Services, we may use and share them for any purpose without any compensation or obligation to you.

10. YOUR OBLIGATIONS

10.1. You shall:

APHUE-012025

- 10.1.1. co-operate with us in all matters relating to the Services;
 - 10.1.2. provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 10.1.3. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 10.1.4. comply with all applicable laws and regulations applicable to your use of the Services;
 - 10.1.5. keep all materials, equipment, documents and other property of APH ("**APH Materials**") at your premises in safe custody at your own risk, maintain the APH Materials in good condition until returned to us, and not dispose of or use the APH Materials other than in accordance with our written instructions or authorisation;
 - 10.1.6. keep your account details safe, treat such information as confidential (including any user identification code, password or any other piece of information as part of our security procedures) and not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms; and
 - 10.1.7. comply with any additional obligations as set out in the Specification.
- 10.2. If our performance of any of our obligations under these Terms is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("**Client Default**"):
- 10.2.1. without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until you remedy the Client Default, and to rely on the Client Default to relieve us from the performance of any of our obligations in each case to the extent the Client Default prevents or delays our performance of any of our obligations;
 - 10.2.2. we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this Clause 10.2 and
 - 10.2.3. you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Client Default.

11. ACCEPTABLE USES

You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Services:

- 11.1. You may not purchase, use, or access the Services for the purpose of building a competitive product or service or for any other competitive purposes.
- 11.2. You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
- 11.3. You may not circumvent or attempt to circumvent any limitations that APH imposes on your account (such as by opening up a new account to conduct a survey that we have closed for a Terms violation).

- 11.4. Unless authorised by APH in writing, you may not probe, scan, or test the vulnerability of any APH system or network.
- 11.5. Unless authorised by APH in writing, you may not use any manual or automated system or software to extract or scrape data from the websites or other interfaces through which we make our Services available.
- 11.6. Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services and/or the CIVIQ Software, or attempt to do so.
- 11.7. You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services and/or the CIVIQ Software.
- 11.8. You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. APH will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to APH.
- 11.9. You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.
- 11.10. Unless authorised by APH in writing, you may not resell or lease the Services.
- 11.11. If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless APH has agreed with you otherwise. You may not use the Services in a way that would subject APH to those industry-specific regulations without obtaining APH's prior written agreement.
- 11.12. You may not register accounts by "bots" or other automated methods.

You will be liable to us and indemnify us for any breach of your obligations under this Clause 11. This means you will be responsible for any loss or damage we suffer as a result of your breach of this Clause 11.

12. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1. APH has obtained insurance cover in respect of its own legal liability for individual claims not exceeding €1.3m per claim. The limits and exclusions in this Clause 12 reflect the insurance cover APH has been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.
- 12.2. The restrictions on liability in this Clause 12 apply to every liability of APH its officers, directors, stockholders, subsidiaries, employees, agents, licensors, affiliates, or other third-party providers arising under or in connection with the Services including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.3. If this Clause shall be deemed unenforceable, either in whole or in part, then such parts as are unenforceable shall be deleted, the remaining parts shall remain in full force and effect and the liability of APH shall be limited to the greatest extent permitted by applicable law.
- 12.4. Nothing in these Terms limits or affects the exclusions and limitations set out in the CIVIQ Software Licence Terms and Conditions (if applicable).

12.5. **Disclaimer.** While it is in APH's interest to provide you with a great experience when using the Services and/or the CIVIQ Software (if applicable), there are certain things we do not promise about them. We try to keep our online Services up, but they may be unavailable from time to time for various reasons. Except as expressly provided in these Terms and to the extent permitted by applicable law, the Services and/or the CIVIQ Software (if applicable) and any guidance or recommendations therein are provided "as is" and APH does not make warranties of any kind, express, implied, or statutory, including those of merchantability, fitness for a particular purpose, and non-infringement or any representations regarding availability, reliability, or accuracy of the Services.

12.6. To the extent permitted by applicable law, we exclude all implied conditions, warranties, representations or other terms that may apply to the Services. We will not be liable for:

- a) any indirect, consequential, special, incidental, punitive, or exemplary damages whatsoever; or
- b) loss of or damage to goodwill, business opportunity, reputation, loss of use, data, information, business, revenues, anticipated savings or profits (in each case whether direct, indirect or consequential), arising out of or in connection with the Services and/or these Terms;

even if they are based on negligence or we have been advised of the possibility of those damages/losses.

12.7. We will not be liable for any failure to perform, or delay in performance of, any of our obligations in connection with the Services that is caused by any act or event beyond our reasonable control.

12.8. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

12.9. Subject to Clause 12.8 our total liability to you shall not exceed the lesser of:

- a) the amount actually paid by you to us for the Services during the 12 months prior to the event giving rise to the liability; and
- b) €1.3m

12.10. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation

13. TERMINATION

13.1. Subject to Clause and without limiting any of our other rights, we may limit, suspend the performance of the Services, or terminate the Contract by giving you a written notice if:

- 13.1.1. you commit a material breach of any of these Terms and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;
 - 13.1.2. if you use the Services in a way that causes legal liability to us or disrupts others' use of our services;
 - 13.1.3. you fail to pay any amount due under the Contract on the due date for payment;
 - 13.1.4. you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 13.1.5. you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - 13.1.6. your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under these Terms has been placed in jeopardy.
- 13.2. There may be time sensitive situations where we may decide that we need to take immediate action without notice. We will use commercially reasonable efforts to narrow the scope and duration of any limitation or suspension under this Clause as is needed to resolve the issue that prompted such action. We have no obligation to retain your Content upon termination of the applicable Services.
- 13.3. With effect from termination of the Contract and where applicable, you cannot access or use the CIVIQ Software to generate new reports but you may continue to use any reports generated by you prior to the effective date of termination.
- 13.4. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 13.5. Where applicable, any fee due for early termination shall be immediately payable by you if you give notice of early termination.

14. GENERAL

14.1. Assignment and transfer

- 14.1.1. We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing if this happens.
 - 14.1.2. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 14.2. **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 14.3. **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that

will not mean that we will automatically waive any right related to any later default by you.

14.4. **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

14.5. **Entire Agreement.** The Contract constitutes the entire agreement of the parties in relation to its subject matter and supersedes all previous agreements, arrangements or understandings between the parties relating to its subject matter and any representations and warranties given or made by the parties.

14.6. **Governing law and jurisdiction.** These Terms and the Contract are governed by the law of the Republic of Ireland. You agree to submit to the exclusive jurisdiction of the courts of the Republic of Ireland and courts hearing appeals from those courts.

Acceptance of these terms

Signature of Client representative

Client organisation

Name of representative

Date

DATA PROCESSING AGREEMENT (UK)

OpenConsult – Appendix to Terms and Conditions (G-Cloud 15)

Version: 1.0 Effective date: [INSERT DATE]

1. Parties

This Data Processing Agreement ("DPA") is between:

- (a) [CUSTOMER LEGAL NAME], of [CUSTOMER ADDRESS] ("Controller"); and
- (b) CiviQ [LEGAL ENTITY NAME], of [REGISTERED ADDRESS] ("Processor").

This DPA forms part of and supplements the Call-Off Contract and/or the parties' Terms and Conditions for the OpenConsult service (the "Agreement"). If there is any conflict between this DPA and the Agreement, the order of precedence in the Call-Off Contract applies.

2. Definitions and interpretation

"UK GDPR" means the UK General Data Protection Regulation. "Data Protection Laws" means the UK GDPR, the Data Protection Act 2018, and any other applicable UK data protection or privacy laws, as amended from time to time.

Capitalised terms not defined in this DPA have the meaning given in the Agreement. References to "process", "controller", "processor", "personal data", "personal data breach" and "special category data" have the meanings given in the UK GDPR.

3. Subject matter and duration

Processor will process Personal Data on behalf of Controller for the purpose of providing and supporting the OpenConsult service. The subject matter, nature and purpose of processing, categories of data subjects and types of Personal Data are set out in Appendix 1 (Schedule of Processing). This DPA applies for the duration of the Agreement and for so long as Processor processes Personal Data on behalf of Controller.

4. Processing on documented instructions

Processor shall process Personal Data only on documented instructions from Controller, including with regard to transfers of Personal Data, unless required to do so by applicable UK law. Where UK law requires processing, Processor shall inform Controller of that requirement before processing, unless the law prohibits such information on important grounds of public interest.

5. Processor personnel and confidentiality

Processor shall ensure that persons authorised to process Personal Data are subject to appropriate confidentiality obligations and receive security awareness training appropriate to their role.

6. Security measures

Processor shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, costs of implementation, and the nature, scope, context and purposes of processing, as well

as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The measures are described in Appendix 2 (TOMs).

7. Sub-processors

Controller provides general authorisation for Processor to engage the sub-processors listed in Appendix 3. Processor shall:

- (a) impose on each sub-processor data protection obligations substantially equivalent to those in this DPA;
- (b) remain responsible for the performance of each sub-processor's obligations; and
- (c) provide reasonable advance notice of any intended addition or replacement of sub-processors and allow Controller the opportunity to object on reasonable grounds related to data protection.

8. International transfers

Processor will not transfer Personal Data outside the United Kingdom unless such transfer is permitted under Data Protection Laws and appropriate transfer safeguards are in place (for example, the UK International Data Transfer Agreement or an applicable adequacy regulation), where required.

9. Assistance to Controller

Taking into account the nature of processing, Processor shall provide reasonable assistance to Controller to enable Controller to:

- (a) respond to requests from data subjects to exercise their rights under Data Protection Laws; and
- (b) comply with Controller's obligations relating to security, breach notification, data protection impact assessments and prior consultation, to the extent the relevant information is available to Processor and proportionate to the Service.

10. Personal Data Breach

Processor shall notify Controller without undue delay after becoming aware of a Personal Data Breach affecting Personal Data. Processor shall provide information reasonably required to support Controller's investigation and any required notifications, and shall keep Controller informed of material developments.

11. Audit and compliance information

Processor shall make available to Controller information reasonably necessary to demonstrate compliance with this DPA and shall allow for audits or inspections carried out by Controller or an independent auditor mandated by Controller, subject to reasonable confidentiality, scope, timing and security requirements to protect Processor and other customers.

12. Return and deletion

On termination or expiry of the Agreement, Processor shall, at Controller's choice, return Personal Data to Controller and/or delete Personal Data, unless retention is required by applicable UK law. Processor may retain limited Personal Data in backups for a limited period, subject to safeguards and deletion in accordance with Processor's backup lifecycle.

13. Liability

Liability under this DPA is subject to the limitations and exclusions of liability set out in the Agreement and/or Call-Off Contract, unless Data Protection Laws require otherwise.

14. Contact points

Controller contact for data protection matters: [NAME/ROLE, EMAIL].

Processor data protection contact: [NAME/ROLE, EMAIL].

Security owner (Processor): CEO (accountable for security governance); day-to-day security management is delegated to the technical lead.

Appendix 1 – Schedule of Processing

Details of Processing	Description
Subject matter	Provision of the OpenConsult consultation and engagement platform (SaaS) and related support.
Duration	For the term of the Agreement and any transitional period required to export/return data, then deletion per Section 12.
Nature of processing	Collection, storage, organisation, structuring, consultation response capture (including optional map-based inputs), retrieval, use, disclosure (to Controller), and deletion.
Purpose of processing	To enable Controller to publish consultations, collect responses (surveys/forms, optional map annotations), analyse results and export reports.
Categories of data subjects	End users/respondents; Controller's administrators and staff users; stakeholders invited by Controller.
Types of Personal Data	Personal data processed may include (depending on the consultation configuration set by the Controller): • Admin/user account data: name, email address, organisation, role/permissions, authentication metadata (e.g., password hash/SSO identifiers), audit history. • Respondent contact details (where collected): name, email address, telephone number, address and/or postcode, preferred contact channel. • Demographic data (optional, where enabled by the Controller): age band, gender. • Consultation content and interactions: survey answers, free-text responses, comments, uploaded files/attachments (if enabled), subscriptions/notifications, voting/ratings. • Map-based inputs (if enabled): points/lines/polygons and associated location coordinates and any user-supplied labels/notes. • Technical and usage data: IP address, device/browser information, timestamps, cookies/identifiers (where used), application logs and security/audit logs. • Support and communications data: support requests and correspondence relating to use of the service. Note: special category data is not required by default but may be provided by respondents in free-text or uploads; such data is processed only as part of delivering the Service under the Controller's instructions.
Special category data	Not required by Processor; may be provided by end users in free text at Controller's discretion. Controller controls prompts and collection.
Processing location	United Kingdom AWS region(s) selected for the Service environment: [REGION(S)]. Backups within UK where configured; if any cross-border transfers occur, Section 8 applies.
Controller	As configured by Controller within the Service and

Details of Processing	Description
instructions	documented in the Agreement and support tickets/communications.

Appendix 2 – Technical and Organisational Measures (TOMs)

Control Area	Description
Governance	Security is owned by the Processor CEO with day-to-day management by the technical lead; policies and procedures are reviewed at least annually and on material change.
Access control	Role-based access and least privilege; MFA for administrative access; joiner/mover/leaver process; periodic access reviews for privileged accounts.
Encryption and secrets	TLS for data in transit; encryption at rest for supported storage and backups using managed cloud encryption; secrets managed using a dedicated secrets/parameter service (no secrets in code).
Secure development and change	Source control with peer review; automated CI/CD via GitHub Actions; infrastructure managed via AWS CloudFormation; separation of environments; deployment logging and rollback capability.
Vulnerability management	Security patches and dependency updates applied on a risk-based schedule prioritising critical/high severity; monitoring for relevant advisories.
Logging and monitoring	Centralised logging for security-relevant events and administrative actions; alerting for anomalous activity; log retention aligned to operational and contractual needs.
Network security	Segmentation and restricted inbound access using security groups/firewall rules; minimised public exposure; protection against common threats using managed controls where appropriate.
Backups and recovery	Regular backups/snapshots; periodic restore testing; documented recovery procedures appropriate to the Service.
Incident response	Documented incident response process covering triage, containment, eradication, recovery and lessons learned; breach notification as per Section 10.
Sub-processor management	Due diligence and contractual controls for key sub-processors; maintenance of an up-to-date sub-processor list and change notification per Section 7.
Data minimisation and retention	Configurable retention where available; deletion/return on termination; secure deletion in accordance with the Agreement and Processor procedures.

Appendix 3 – Sub-processor list

Processor engages the following sub-processors for the provision of the Service:

Amazon Web Services EMEA SARL (AWS)

- Contact details: Address: 38 Avenue John F. Kennedy, L-1855 Luxembourg. Privacy/contact via AWS privacy channels.
- Sub-contracted activities: Cloud infrastructure hosting (compute, storage, networking, managed services, logging/monitoring and backups) supporting the Service.

InnoCraft Ltd (Matomo Cloud) – optional

- Contact details: Privacy: privacy@matomo.org (or privacy@innocraft.com). Support: support@matomo.cloud.
- Sub-contracted activities: Hosted web analytics for the website/portal (usage measurement and reporting). Only used if analytics is enabled.

Customer-provided third-party services (for example, a customer ArcGIS Online tenancy) that Controller connects to the Service are not Processor sub-processors; processing by those services is governed by Controller's own contracts with those providers.