Data Language – Master Service Agreement (MSA)

This Master Services Agreement ("Agreement" or "MSA") is made and entered into as of the date of the last signature below ("Effective Date") by and between:

Data Language, a company registered in England & Wales (registered number 09034780) at Business Design Centre, 52 Upper St, London N1 0QH, info@datalanguage.com, (the "Provider"); and

[CLIENT NAME], a company incorporated in [JURISDICTION] (registration number [CLIENT REGISTRATION NUMBER]) whose registered office is [CLIENT ADDRESS] (the "Client").

Each a "Party" and together the "Parties".

1. NATURE OF THIS AGREEMENT

1.1. This is a Master Agreement that defines the terms under which the Provider will undertake such Services for the Client as may be agreed between the Parties from time to time.

1.2. Entering this Agreement does not oblige the Client to offer any work to the Provider, nor for the Provider to provide or the Client to accept or pay for any particular services. Neither Party wishes to create or imply any mutuality of obligation between themselves, either during or between any performance of the Services or during any notice period.

1.3. Where it is agreed between the Parties that any Services are to be provided, a Statement of Work ("SOW") setting out the nature of the Services, the charging basis, and any other material terms will be produced by the Provider and provided to the Client.

1.4. On receipt of an SOW: (a) if the Client accepts its terms, the Client will promptly sign and return one copy to the Provider; (b) if the Client does not accept its terms, the Client will promptly advise the Provider.

1.5. Upon signing an SOW by both Parties, it will become a contract binding on the Parties.

1.6. A contract formed based on an SOW referencing these terms is governed only by these terms and no others except where both Parties expressly agree in writing. In particular, it is agreed that any Purchase Order or other such document from the Client is intended for the Client's own administrative purposes only and that, notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties, or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

1.7. Any terms and conditions in such an SOW referencing these terms that expressly supersede any conflicting terms and conditions in this Agreement will only apply to the specific project(s) defined in such SOW.

1.8. The Parties acknowledge that their respective Affiliates may desire to enter into SOWs with the Parties or their respective Affiliates pursuant to the terms and conditions of this Agreement. The Parties shall use reasonable efforts to ensure, to the extent possible under applicable local laws, that all relevant terms and conditions contained in this Agreement shall apply to such SOWs and that they are entered into substantially in the form set out by the Provider. Nothing in this Agreement shall be construed as providing for any kind of joint responsibility of either of the Parties jointly with their Affiliates for the performance by any of their Affiliates' obligations under an SOW.

1.9. "Affiliate" means any entity that controls, is controlled by, or is under common control with a Party, and "control" means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract, or otherwise.

1.10. Either Party may request a change to the nature or scope of Services covered by an SOW. Any such request shall be sufficiently detailed to enable the other Party to assess the impact of the proposed change. No such change will become effective until agreed in writing between the Parties, following the Change Control process set out in Schedule 1.

1.11. This Agreement is not exclusive: (a) The Client acknowledges that the Provider enters this Agreement in the course of its business of providing services to its customers, and the Provider is and remains at liberty also to provide services to third parties; (b) and the Client is and remains at liberty to engage services (including similar services) from third parties.

1.12. Furthermore, the Provider reserves the right to decline to provide any advice and assistance outside the scope of the Services as specified in SOWs agreed between the Parties, even if the Provider may previously have provided such additional advice and assistance.

2. SERVICES

2.1. The Provider will provide Services as agreed from time to time in SOWs, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care.

2.2. As an independent professional body, the Provider will not be subject to supervision, direction, or control as to its daily activities or the manner of performance thereof, and itself accepts the responsibility for the proper provision of Services.

2.3. The Provider will maintain adequate Professional Indemnity, Employer's Liability, and Public Liability insurance.

2.4. The Provider is responsible for maintaining reasonable continuity in personnel providing Services on its behalf, but reserves the right in its sole discretion to make changes from time to time. If any of the Provider's personnel are replaced, then such replacement personnel in respect of the Services shall be fully conversant and briefed by the Provider so that the continuity of the Services hereunder is not delayed or disrupted. No additional charge will be made for any handover period, and the Provider remains responsible for defining the scope of any Services to be performed by a substitute and, in any event, for all Services performed on its behalf.

2.5. Where the Provider's charges are on a time and materials basis, or where any individual who will provide Services is named in a SOW (or the Client has a reasonable expectation that the Services will primarily be provided by a specific individual), it is the Provider's responsibility to ensure that the relevant skills and experience of any replacement personnel remain commensurate with the fee rates charged.

2.6. It is the Client's responsibility to afford the Provider with such access, information, and staff cooperation as the Provider may reasonably require for the proper performance of any Services and for ensuring that all relevant Health and Safety policies, risks, information, and relevant statutory compliance measures are disclosed to the Provider.

2.7. Provider acknowledges and accepts that the performance of its obligations in strict compliance with the agreed time schedule is an essential clause of this Agreement and the respective SOW and that time is of the essence. If Provider anticipates any delay in its performance, it shall promptly inform Client in writing the reason(s) for the delay, the expected duration of the delay, and the remedies taken by Provider to cure the delay. Provider shall be liable for any and all damages incurred by Client with regard to Provider's failure to perform its obligations under the respective SOW in a timely manner. Provider shall not be responsible for delays in the performance of its obligations due to causes beyond its reasonable control caused by third parties or Client.

2.8. **Standard of Care.** All Services performed and deliverables pursuant to this Agreement shall be in strict compliance with all applicable laws and regulations, the terms, obligations, representations, agreements, and requirements set forth herein and in any applicable SOWs and shall be rendered in accordance with the highest professional industry standards, practices, and procedures prevailing in Provider's industry.

3. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

3.1. 'Deliverable' means a work produced by the Provider in the course of Services for delivery to the Client. All Deliverables, including without limitation all tools, designs, techniques, know-how, concepts, processes, models or systems, technology, prototypes, research designs, sampling methods, methods of processing or questioning, systems of analysis, computer software, computer code, questionnaire forms, questions, algorithms, reports, websites, and/or any other information, content and/or materials, created, developed and/or produced by Provider for Client shall be deemed to have been created at the instigation and under the direction of Client and in accordance with Provider's duties collectively covered under the SOW, shall be the sole and exclusive property of Client. Client shall be the sole owner of all the rights, including copyrights, to such works in any form, regardless of the completion stage and in all fields of use known or hereafter existing, other than Third Party Rights. The Client may transfer such works or use the works for any purpose without further payment to the Provider. Provider acknowledges and agrees that it will disclose and deliver to Client all works regardless of the stage of completion of the works. To ensure Client's full and complete ownership of all rights, title, and interest in and to all works, Provider hereby assigns and agrees to cause its employees and contractors to assign its entire right, title, and interest, including but not limited to all Intellectual Property Rights in or appurtenant to any of the foregoing, in all such works to Client.

"**Intellectual Property Rights**" shall mean all patent rights, copyrights, trademark rights, service mark rights, trade secret rights, moral rights, publicity rights, rights of privacy, and other similar proprietary rights of any type, as they may now or hereafter exist, anywhere in the world.

"**Products**" shall mean pre-existing works produced by the Provider that are sold and licensed by the Provider under a separate contract, outside of the scope of the Services agreed under this Master Services Agreement.

3.2. All Pre-Existing Works of a Party shall remain the property of that Party. Nothing contained in this Agreement shall affect the absolute and unfettered rights of a Party in all inventions, discoveries, and Intellectual Property contained in its Pre-existing works. Excluding pre-existing Products of the Provider, which will be licensed separately to any Deliverable, where pre-existing works of the Provider are incorporated in any Deliverable, the Client has a non-exclusive, irrevocable, worldwide royalty-free license to use, modify, and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all rights in any Deliverable pass to the

Client upon payment of all fees due to the Provider which relate to that Deliverable; and the Provider will execute a formal assignment thereof on request by the Client.

3.3. The Provider will indemnify the Client against infringement of third-party rights by a Deliverable, provided that the Client notifies the Provider of any relevant third-party rights promptly on such rights becoming known to or suspected by the Client.

3.4. Nothing shall prevent the Provider from using techniques, ideas, and other know-how gained during the performance of Services under this Agreement in the furtherance of its own business, to the extent that such does not result in disclosure or abuse of confidential information in breach hereof or any infringement of any Intellectual Property Rights of the Client.

4. CHARGES AND PAYMENT

4.1. Estimates are subject to change if, based on incorrect information provided by the Client, any specified dependencies/facilities are unavailable on time or if any equipment required to be provided by the Client fails to operate correctly (save where the engagement itself is for the repair thereof).

4.2. All sums due shall be invoiced and paid as specified in the applicable SOW. Client shall pay undisputed amounts within 30 days of receipt of invoice. If Client disputes any invoice, whether in whole or in part, Client will provide Provider with notice of such dispute, and the Parties shall work together in good faith to resolve any such dispute. Unless otherwise specified, where payment is on a time and materials basis, the Provider may invoice monthly.

4.3. If payment is not received by the due date, interest will accrue at a rate of 8% above the Bank of England base rate from the due date until payment is received. The Client will also be liable for an administrative fee of £100 for each overdue payment, in line with the Late Payment of Commercial Debts (Interest) Act 1998. The Provider reserves the right to suspend services or terminate the Agreement if payment remains overdue for more than 60 days.

4.4. Should any payments be in genuine dispute, no further SOWs shall be submitted or completed until the dispute is resolved. If the dispute cannot be resolved within one month of being raised, then this Agreement shall be terminated by mutual agreement. Should the dispute be resolved within that period, the parties agree to enter into good faith discussions regarding whether to continue or terminate the Agreement by mutual agreement. This clause shall not affect either Party's rights under clause 6 of this Agreement.

4.4. If Client becomes dissatisfied with any Deliverable or Provider personnel providing the Services, Client shall notify Provider of the details of its dissatisfaction, and the Parties shall work together in good faith to remedy the problem as soon as reasonably possible.

4.5. Provider reserves the right to adjust the Fees with at least 30 days' prior written notice to the Client. Any changes will take effect on the date specified in the notice.

5. PUBLICITY AND PRESS RELEASES

5.1. Client consents to Provider's use of its name and logo for the purposes of press releases and Provider's client list (which may be published on its website, and in hard copy materials, or displayed in Provider facilities).

6. LIABILITY

6.1. The Provider is not liable for any loss or damage in excess of the higher of (i) £100,000 and (ii) 125% of the total sums payable under an SOW, except where it may not lawfully exclude or limit liability. Each Party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill, or anticipated savings. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded. Neither Party excludes or limits liability for death or personal injury.

7. TERMINATION

7.1. Either Party may terminate this Agreement at any time when there is no current SOW by immediate written notice.

7.2. Either Party may terminate this Agreement and any current SOW at any time if the other is in material breach or if the other becomes insolvent by immediate written notice.

7.3. Any rights or obligations of a continuing nature shall survive termination.

8. FORCE MAJEURE

8.1. If either Party is obstructed in performing any of its obligations under an SOW by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. Whilst performance is suspended and has been so for more than 30 days, either Party may terminate that SOW by immediate written notice.

8.2. Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent such failure or delay is caused by events beyond the reasonable control of such Party, including but not limited to: acts of God; natural disasters; war; civil disorder; strikes; labor disputes; fire; flood; explosion; earthquake; shortage of utilities; acts or omissions of vendors or suppliers; equipment failures; transportation difficulties; acts or omissions of governmental authorities or regulatory bodies; or other events that are outside the reasonable control of such Party.

8.3. The affected Party shall promptly notify the other Party of the force majeure event and use reasonable efforts to mitigate its effects. The time for performance shall be extended for a period equal to the duration of the force majeure event. If a force majeure event continues for more than sixty (60) consecutive days, either Party may terminate the affected SOW(s) upon written notice to the other Party, without liability, penalty, or further obligation except for obligations accrued before termination.

9. STAFF OBLIGATIONS AND THIRD-PARTY RIGHTS

9.1. Each Party solely retains its employer's responsibilities and rights towards and in relation to its employees. No person providing Services is expected or required to integrate into the Client's business organization or employed workforce. Neither Party seconds its employees or any of them to the other, nor is it the intention of either Party to have or create an employee/employer relationship with the other. Each Party will indemnify the other against any claims brought by or in relation to its own employees, whether such claims relate to employment, tax, national insurance, or otherwise.

9.2. In this term, 'employees' includes, so far as the context permits: (a) in the case of an LLP or partnership, its partners and employees; (b) in the case of a company, its officers and employees.

10. CONFIDENTIALITY AND DATA PROTECTION

10.1. Unless the Parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each Party will keep any confidential information disclosed by the other secret, and on termination (or sooner if required) will at the option of the owner thereof return or destroy such confidential information. Neither Party may use or take advantage of any such confidential information without the discloser's consent, even after the end of this Agreement. This obligation does not apply to (i) information known to the receiver before disclosure by the other Party, (ii) information that becomes public knowledge without fault on the part of the receiver, or (iii) disclosures made to the extent required by some applicable legal or regulatory requirement.

10.2. **Data Protection.** Provider shall comply with the rules and obligations of the applicable data protection provisions in the countries the Services are delivered. Provider's processing of personal data on behalf of Client shall be governed by the Data Processing Agreement attached as Schedule 2 to this Agreement.

11. COMPLIANCE WITH ANTI-BRIBERY AND ANTI-CORRUPTION LAWS

11.1. Each Party shall comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and local anti-corruption laws in all jurisdictions where the Parties conduct business (collectively, "Anti-Corruption Laws").

11.2. Neither Party shall, directly or indirectly, offer, promise, give, request, agree to accept, or accept anything of value to or from any person, including government officials, for the purpose of improperly influencing any act or decision, securing any improper advantage, or obtaining or retaining business.

11.3. Each Party shall maintain adequate procedures, internal controls, and accurate books and records to demonstrate compliance with Anti-Corruption Laws.

11.4. Each Party shall promptly report to the other Party any suspected or actual violations of Anti-Corruption Laws related to this Agreement.

11.5. Each Party shall have the right to audit the other Party's compliance with this clause upon reasonable notice.

11.6. Material breach of this clause shall entitle the non-breaching Party to immediately terminate this Agreement without liability.

12. HUMAN RIGHTS AND MODERN SLAVERY COMPLIANCE

12.1. Each Party warrants and represents that it shall conduct its business in a manner that respects internationally recognized human rights as set out in the United Nations Universal Declaration of Human Rights, the International Labour Organization's Declaration on Fundamental Principles and Rights at Work, and the United Nations Guiding Principles on

Business and Human Rights.

12.2. Each Party warrants that it has not and shall not engage in any practice constituting modern slavery, including but not limited to forced labor, bonded labor, child labor, human trafficking, or any other form of exploitation as defined in the UK Modern Slavery Act 2015, the Australian Modern Slavery Act 2018, and other applicable laws.

12.3. Each Party shall:

- (a) Implement due diligence procedures for its own suppliers, subcontractors, and other business partners to ensure they comply with the requirements in this clause;
- (b) Maintain policies and procedures to identify, prevent, mitigate, and account for human rights impacts in its operations and supply chains;
- (c) Provide appropriate training to its personnel on human rights and modern slavery risks and compliance; and
- (d) Promptly notify the other Party of any actual or suspected violation of this clause.

12.4. Each Party shall, upon reasonable request, provide to the other Party information and assistance necessary to satisfy any reporting obligations under applicable modern slavery laws.

12.5. Material breach of this clause shall entitle the non-breaching Party to immediately terminate this Agreement without liability.

13. LABOR PRACTICES AND WORKING CONDITIONS

13.1. Each Party shall comply with all applicable labor and employment laws, regulations, and standards in all jurisdictions where they operate, including but not limited to those related to:

- (a) Wages, benefits, and working hours;
- (b) Health and safety in the workplace;
- (c) Non-discrimination and equal opportunity;
- (d) Freedom of association and collective bargaining;
- (e) Prevention of harassment and abuse; and
- (f) Privacy and data protection of employees.

13.2. Each Party shall maintain documentation to demonstrate compliance with all applicable labor laws and shall make such documentation available to the other Party upon reasonable request.

13.3. Each Party shall implement appropriate mechanisms for workers to report grievances without fear of retaliation and shall address such grievances in a timely and fair manner.

13.4. Each Party shall require its suppliers, subcontractors, and other business partners to adhere to labor practices that meet or exceed the standards set forth in this clause.
13.5. Material breach of this clause shall entitle the non-breaching Party to immediately terminate this Agreement without liability.

14. NOTICES

14.1. Any notice to be given by either Party to the other shall be in writing and may be sent by recorded delivery to the address of the other and shall be deemed to be served 2 days following the posting date.

15. LAW

15.1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

15.2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). If any Party wishes to take court proceedings in relation to the Services, it shall do so in the courts of England and Wales.

15.3. Each Party irrevocably waives any objection it may have now or later to proceedings being brought in the courts of England and Wales and any claim that proceedings have been brought in an inconvenient forum. Each Party agrees that a judgment or order of a court of England and Wales in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

SIGNATORIES

On behalf of the Client, by

(Authorized Signatory)

Name:

Title:

Date:

On behalf of the Provider, by

(Authorized Signatory)

Name:

Title:

Date:

SCHEDULE 1: CHANGE CONTROL PROCEDURE

1. **Request for Change** Either Party may request a change to an SOW by submitting a written Change Request to the other Party.

2. **Change Request Content** A Change Request must contain: (a) The title of the change; (b) The originator and date of the request; (c) A detailed description of the change; (d) The reasons for the change; (e) Any proposed changes to the scope, schedule, or deliverables; (f) Any implications on fees or resources; and (g) Any other relevant information.

3. **Change Request Review** Upon receipt of a Change Request, the receiving Party will:
   (a) Within five working days, acknowledge receipt;
   (b) Within 10 working days, evaluate the Change Request and provide a written response indicating:
   (i) Whether the change is accepted, rejected, or requires modification;
   (ii) The impact on schedule, resources, fees, and deliverables;
   (iii) Any other pertinent information.

4. **Change Control Note** If the Change Request is accepted or modified and accepted, the Provider will prepare a Change Control Note that includes: (a) All information from the Change Request; (b) The agreed impact on schedule, resources, fees, and deliverables; (c) Any revisions to the SOW; and (d) Signature blocks for both Parties.

5. **Implementation:** No change shall be implemented until authorized representatives of both Parties have signed the Change Control Note. Once signed, the Change Control Note modifies the relevant SOW and becomes part of this Agreement.

6. **Emergency Changes:** In the event of an emergency that requires immediate action, the Parties may agree to implement a change verbally, provided that a Change Control Note is prepared and signed as soon as reasonably practicable thereafter.

SCHEDULE 2: DATA PROCESSING AGREEMENT

1. Relationship with the Agreement

1.1. This Data Processing Agreement ("DPA") defines the rights and obligations of the Client and Provider in the context of Provider processing personal data on behalf of the Client. The terms used in this DPA are to be understood in accordance with their respective definitions in the EU General Data Protection Regulation (GDPR). Provider shall process personal data for the Client based on this Agreement.

1.2. Both parties agree that this DPA will replace any existing DPA the parties may have previously entered into. Except for the changes made by this DPA, the existing agreement remains unchanged and in full effect. If there is any conflict between this DPA and the agreement, this DPA shall prevail to the extent of that conflict.

1.3. The subject matter and duration of this DPA shall be determined entirely according to the information provided in the respective contractual relationship.

1.4. Should any parts of this DPA be invalid, this will not affect the validity of the remainder of the agreement.

2. Roles, Scope, and Duration of the Agreement

2.1. The Client will act as the data controller and Provider as the processor of customer data. Provider will process customer data only as a data processor acting at the Client's direction or for the purposes described in this DPA. Provider shall carry out the following processes: Processing of user information necessary for the provision, improved security, optimization, control, and troubleshooting of the service.

2.2. The provision of the contractually agreed-upon data processing will begin on the Effective Date or at the point of commencement of services provided by Provider to the Client and be carried out for an unspecified period until the services provided to the Client are terminated and Provider deletes the corresponding service account.

2.3. The type of data that will be processed includes, but is not limited to: network connection data, IP addresses, user agent, URL referrer information, as well as any kind of personal data contained in the files or file names that the Client is holding on Provider.

2.4. Processing the data consists of the following: collecting, saving, modifying, using, transferring, distributing, or any other form of provision, replication, restricting, deleting, collating, or destroying data.

3. Sub-Processing

3.1. Provider shall notify the Client in writing if it intends to add or replace Sub-processors and will ensure, with reasonable measures, that any Sub-processor has the requisite capabilities to Process Customer Data in accordance with this DPA and the GDPR data protection regulations.

3.2. Provider shall notify the Client in writing if it intends to add or replace Sub-processors. The Client may object in writing within 5 days of such notice, provided that the objection is based on reasonable, documented grounds related to data protection. In the event of an objection, Provider will attempt to discuss in good faith with the Client to achieve a mutual resolution. A Client's failure to respond or reasonably document the basis of the objection will constitute the Client's authorization of the proposed changes.

4. Security and Obligations of the Provider

4.1. Provider will only process personal data as contractually agreed and as instructed by the Client unless Provider is legally obliged to do otherwise. Should Provider be bound by such obligations, Provider will inform the Client before processing the data, unless informing him/her is illegal.

4.2. The Client is responsible and agrees to maintain a confidential and secure use of services provided by Provider and protect access to customer data to the best of their ability. Provider and the Client can, upon request, cooperate with the performance of their duties.

4.3. The Client is aware that Provider can occasionally update its security measures, provided that such updates and modifications do not result in the degradation of the overall security of the services purchased by the Client.

4.4. Provider shall ensure that any person authorized to access the customer data has been made aware of the relevant data protection provisions as well as this contract before starting to process the data, and will carry out corresponding training regularly.

4.5. Provider must support the Client when updating the list of processing activities and implementing the data protection assessment. All data and documentation required need to be provided and made available to the Client upon request.

4.6. Due to the global nature of the service, Provider may process customer data from anywhere in the world where Provider operates. Provider and all of its Sub-processors will at all times provide appropriate measures for secure customer data processing in accordance with the requirements of data protection laws.

4.7. Provider will strictly limit access to any customer data to persons specifically trained and tasked with processing the data and adequately instructed and supervised on an ongoing basis to fulfill data protection requirements.

5. Rights and Obligations of the Client

5.1. It is the sole responsibility of the Client to assess and ensure the admissibility of any processing requested. The Client will ensure any data processing requested is in line with privacy and data regulations and ensure the rights of affected parties are respected.

5.2. The Client will immediately notify Provider if any irregularities or errors are discovered due to the processing.

5.3. Provider will allow the Client to appoint an auditor of the required professional qualification, bound by a duty of confidentiality, to inspect the data security that is reasonably necessary to confirm Provider's compliance with this DPA. The Client shall not exercise this right more than once per year, including with respect to any support required to perform a data protection impact assessment. Inspections must be carried out without any avoidable disturbances to the operation of the Provider's services.

5.4. With respect to all personal data, Provider warrants that it will only process personal data to provide and improve the service and only in accordance with this DPA.

6. Data Breach Response Obligations

6.1. Provider will implement and maintain appropriate technical, organizational, and security measures designed to maintain strict confidentiality and protect customer data from any kind of data breaches and to ensure the confidentiality and availability to the best of its technical abilities. Any individuals who could have access to the data processed on behalf of Provider must be obliged in writing to maintain confidentiality, unless legally obliged to do otherwise.

6.2. Provider will notify and offer support to the Client without any unjustifiable delay and, where feasible, no later than 48 hours after becoming aware of any breach of personal data stored or processed by Provider.

6.3. Provider will immediately inform the Client of any inspections, law enforcement requests, or measures carried out by supervisory authorities or other third parties if they relate to the commissioned data processing, unless legally prohibited from doing so.

7. Instructions

7.1. The Client reserves the right of full authority to issue instructions concerning data processing on his/her behalf.

7.2. If Provider determines that an instruction carried out by the client violates the legal requirements, Provider will inform the Client immediately. Provider will then be entitled to suspend the execution of the relevant instructions until the Client confirms or alters said instructions.

8. Termination of Data Processing

8.1. When terminating this DPA or at any time upon the Client's request, Provider will either destroy the data or submit the data to the Client at the Client's discretion. The data must be destroyed so that restoring or recreating the remaining information will no longer be possible, even with considerable effort.

8.2. Provider can temporarily contain older data archived on backup systems. In all such cases, Provider shall maintain the customer data securely and protect it from any further processing until deleted.

8.3. The terms of this DPA shall remain in effect for so long as Provider continues to retain any customer data.

8.4. Cancellation of the agreement by the Client or deletion of the Client's user account provided by Provider will simultaneously terminate and invalidate this agreement.