CRITICALARC SAFEZONE SECURITY SYSTEM AGREEMENT

Contract Details

Contract Number:	CP-UK-{Complete Contract Number}
Commencement Date:	{Insert Commencement Date}
CriticalArc contact details:	Creative Industries Building, University of Wolverhampton Science Park, Glaisher Drive, Wolverhampton WV10 9RU +44 800 368 9876
CriticalArc Nominated Representative:	{Sales person, Salesperson's position} e-mail: {Insert Email} mobile: {Insert Number}
Client:	{Insert Client Organisation}
Client contact details:	{Client Contact Information}
Client Nominated Representative:	{Insert Client Sponsor}
Licensed Software:	SafeZone Security System which covers use of the SafeZone Omniguard and SafeZone Notify products in conjunction with the free SafeZone Application for Devices used by End Users in the Area
Area:	{Add region if applicable Global / Europe / UK}
Initial Term:	{Insert Initial Term}
Completion Date:	{Insert Number} years from the Commencement Date with an option to extend by a further {Insert Extension Options}
Other special conditions (if any):	

This Contract is made up of the following:

(a) the Contract Details (set out above); and
(b) the Conditions (attached overleaf).

If there is any conflict or ambiguity between the Contract Details and the Conditions, the Contract Details shall take precedence.

Conditions

1. Interpretation

1.1 Definitions

The definitions and rules of interpretation in this clause apply in these Conditions.

Acceptance Tests shall only apply to a Modification and shall mean the tests agreed between the Customer and CriticalArc for the development of the Modification and such other tests reasonably considered by the Customer to be necessary to determine whether that Modification is delivered to the Customer in accordance with its requirements made known to CriticalArc. These tests include the procedure for conducting the tests and the acceptance criteria.

Approved Purpose means the use of Licensed Software for the purpose of supporting the provision of security services by the Customer's Security Team to End Users in the Area.

Area means the Area set out in the Contract Details and/or any other location relevant to the Customer as configured in the SafeZone Security Software administration console.

Business Day means a day on which banks are open for business in London (other than a Saturday, Sunday or Public holiday).

Commencement Date means the date the Contract commences, as set out in the Contract Details.

Completion Date means the date the Contract expires, as set out in the Contract Details or as otherwise agreed between the parties in writing.

Confidential Information means all information of a confidential nature, in any form whether tangible or not and whether visible or not, disclosed or communicated by a party to the other, or learnt or accessed by, or to which the other party is exposed as a result of entering into the Contract and includes, without limitation, the commercial terms of the Contract, any information and material concerning the contractual or commercial dealings, financial details, products or services (current or proposed), customers, employees, internal policy, the Intellectual Property or other proprietary information or material of a party or dealings under the Contract, but does not include information or material which:

(a) is already in the public domain, or enters the public domain other than due to a breach of the Contract;

(b) can be proven to be already known by the receiving party other than through any disclosure under the Contract; or

(c) obtained from a source other than the disclosing party or authorised representatives, where that source is entitled to disclose it without an obligation of confidence.

Conditions means these terms and conditions set out in clause 1 to clause 23 (inclusive).

Contract means the contract between CriticalArc and the Customer for the Licensed Software in accordance with the Contract Details, the Schedules, the Annexes, the Proposal, the Privacy Policy, the Data Protection Policy, these Conditions and any other documents agreed between the parties in writing.

CriticalArc means CriticalArc Ltd a limited company incorporated in England and Wales (registered number 8774900) with its registered office at 5 Robin Hood Lane, Sutton, Surrey, SM1 2SW United Kingdom.

Customer has the meaning given in the Contract Details.

Customer Data means all data and information relating to the Customer and its operations, facilities, customers, clients, personnel, assets and programs in whatever form that information may exist and whether entered into, stored in, generated by or processed as part of the Licensed Software and/or Support Services and any other data relating to the Licensed Software and/or Support Services.

Customer Security Team means users designated by the Customer to be registered users of the SafeZone OmniGuard Application.

Data Controller means a person (organization) recognized in law who determines the purpose and manner in which Personal Data is processed. For the purposes of the Contract, the Data Controller is the Customer.

Data Processor means a person (organization) recognized in law who processes the data on behalf of the Data Controller. For the purposes of the Contract CriticalArc (Information Commissioner's Office registration CriticalArc ICO ZA167651) is the Data Processor acting under exclusive instruction of the Data Controller.

Data Processing Agreement means the agreement setting out to conditions upon which the parties agree that data will be processed by CriticalArc Limited as the Data Processor.

Data Protection Policy means the document titled 'Data Protection and Privacy Architecture, Topology and Mechanisms' and which is annexed to the Contract in Annex 2.

Defect means a bug, error, virus or malfunction in the Licensed Software such that the Licensed Software does not comply or perform in accordance with its specifications outlined in the standard specification, available upon request.

Device means any compatible mobile device using authorised iOS, Windows or Android operating systems upon which an End User downloads and installs the SafeZone Application.

Disclosing Party means a party that discloses Confidential Information.

Documentation means the reference manual, user guide, technical document and other information material (whether in electronic form or hardcopy) for assisting the installation, use and application of the Licensed Software.

End User means any person the Customer permits to download the SafeZone Application on their Device to alert the SSS.

End User Licence Agreement means the licence agreement granted by CriticalArc to an End User to allow the SafeZone Application to be downloaded onto the Device of an End User and subsequently used by the End User.

Existing Material means any material including Intellectual Property of a party (whether belonging to that party or a third party) which is supplied by that party to the other party in the course of the Contract which:

(a) exists prior to the Commencement Date; or

(b) is subsequently brought into existence other than in the course of performing the Contract.

Fees means the Licence Fee and the Support Services Fee, and any fees for the SMS fees and/or Professional Services, where such services are selected, details of which are set out in Schedule 1 or as otherwise agreed between the parties in writing.

Force Majeure includes, but is not limited to, the following events which are beyond the reasonable control of a party:

(a) act of nature;

(b) war or terrorism;

(c) national emergency;

(d) epidemic and/or pandemic;

(e) act or inaction of government or regulatory agency; and

(f) industrial action outside that party's own workforce.

Hardware means the hardware required for the Customer Security Team to use the SSS for the purpose of the Contract.

Initial Term means the initial term set out in the Contract Details.

Insolvency Event means an event by which a party is:

(a) declared bankrupt;

(b) rendered insolvent;

(c) placed in or under receivership, administration or liquidation;

(d) wound up or a resolution is made for the winding-up; or

(e) subject to any other event that has similar effect to any of the events described in (a) to (d) in this definition.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trademarks, service marks, designs, patents, trade secrets, semi-conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world now or at any time in the future. **Intellectual Property** has a corresponding meaning.

Law means any relevant laws in England and Wales, including but not limited to any principle in common law or equity and any regulatory requirement under any legislation, rule, instrument, code of practice, present or future applicable to the Licensed Software or the Contract.

Licence Fee means the licence fee payable by the Customer to CriticalArc as set out in Schedule 1 for the provision of the Licensed Software or as otherwise agreed between the parties in writing.

Licensed Software means the software licensed by CriticalArc to the Customer in accordance with the Contract as set out in the Contract Details or as otherwise agreed between the parties in writing.

Modification means any changes made to the Licensed Software by CriticalArc at the request of the Customer.

Modification Fee means the fee payable by the Customer for CriticalArc to develop a Modification at the Professional Services Rate.

New Version means a new version of the Licensed Software generally released with the primary purpose of providing additional functionality or enhancement of the Licensed Software.

Nominated Representative means the person nominated by each party to manage the working relationship with the other party and any replacement notified to the other party.

Order means [the order form or other written confirmation] that the Customer submits to CriticalArc in connection with its order for the Licensed Software and Support Services as set out in the Proposal.

Personal Data has the meaning set out in the applicable data protection legislation.

Processing and Process have the meaning set out in the applicable data protection legislation.

Professional Services means the professional services to be provided to the Customer by CriticalArc in accordance with the Contract, which may include, but is not be limited to any Modification or installation and configuration services for Updates and New Releases, as set out in Schedule1.

Professional Services Rate means the rates charged by CriticalArc for additional Professional Services being provided by CriticalArc as outlined in the Schedule 1 or as otherwise agreed between the parties in writing.

Proposal means the CriticalArc SSS commercial proposal provided to the Customer as set out in Schedule 1.

SafeZone Application means the application downloadable by End Users from the Apple App Store or Google Play which is used to send an alert to the SSS.

SafeZone OmniGuard Application means the application installed onto the Hardware.

SafeZone Security System ("SSS") means the CriticalArc SafeZone Security system which includes the SafeZone OmniGuard Application and the SafeZone Application and SafeTrans system.

SafeTrans means the real-time vehicle positioning service.

Service Levels means the service level responses and response times referred to in the Service Level Table which may be amended by CriticalArc from time to time.

Service Level Table means the table set out in Schedule 2.

Support Services means the level of support and fees associated with the level of support provided by CriticalArc to the Customer as set out in the Schedule 1.

Receiving Party means a party that receives or acquires Confidential Information.

Resolution Times means the classification, response, escalation and resolution times, during the Term, for a Defect reported by the Customer to CriticalArc described in Schedule 2.

Tax Invoice has the meaning given by VAT Law.

Term means the Initial Term set out in the Contract Details and any Extended Term, as defined in clauses 2.1 and 2.2.

Update means any new version of the Licensed Software made generally available to correct errors or bugs in the Licensed Software and includes any separate maintenance patch, bug fix or update to the Licensed Software.

VAT Law means the Value Added Tax Act 1994 (UK) interpreted to include any applicable rulings issued from time to time by HM Revenue & Customs.

1.2 Interpretation

(a) Clause, schedule and paragraph headings shall not affect the interpretation of the Contract.

(b) A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

(c) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

(d) Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

(e) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

(f) A reference to a statute or statutory provision is a reference to it as it is in force as at the Commencement Date.

(g) A reference to a statute or statutory provision shall include all subordinate legislation made as at the Commencement Date under that statute or statutory provision.

(h) A reference to writing or written includes faxes and email.

(i) References to clauses and schedules are to the clauses and schedules of the Contract; references to paragraphs are to paragraphs of the relevant schedule to the Contract.

(j) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Term

2.1 The Contract will commence on the date the second party signs the Contract as set out in the Contract Details and will continue until the Completion Date unless extended in accordance with clause 2.2.

2.2 Unless terminated by either party in writing with a minimum of three (3) months prior to the expiry of the Initial Term the Licence shall renew for a further Term as set out in the Contract Details ("Extended Term").

2.3 The Annual Licence and Support Fees for the Extended Term will be in accordance with the then current CriticalArc price list unless new Licence and Support Fees are agreed by both parties in writing before the Commencement Date of the Extended Term. For the avoidance of doubt, all other terms and conditions of the Contract will remain the same in the Extended Term.

3. Application of Contract

3.1 The Contract shall prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

3.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on CriticalArc unless in writing and signed by a duly authorised representative of CriticalArc.

3.3 The Proposal shall not constitute an offer and is only valid for a period of sixty (60) Business Days from the date of issue.

3.4 The Order constitutes an offer by the Customer to purchase the Licensed Software and Support Services in accordance with the Contract.

3.5 An Order shall only be deemed to be accepted when CriticalArc issues written acceptance of the Order or CriticalArc commences the supply of the Licensed Software, at which point, and on which date the Contract shall come into existence.

3.6 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of CriticalArc which is not set out in the Contract.

3.7 If there is any inconsistency between any of the provisions of these Conditions, the Order and the Proposal, the provisions of the Proposal shall prevail in preference to the Order and these Conditions and the provisions of these Conditions shall prevail over the Order.

4. Grant and scope of licence

In consideration of the Customer agreeing to abide by the terms of the Contract and of the payment of the Fee, CriticalArc shall for the Term, grant to the Customer a non-exclusive, non-transferable right to permit the Customer and the End Users to use the Licensed Software and/or Application (as the case may be), without the right to grant sublicenses,

and where applicable, to receive the Support Services during the Term solely for the Approved Purpose.

5. Approved Purpose

5.1 The Licensed Software must only be used for the Approved Purpose in the Area.

5.2 The Customer agrees and acknowledges that the SSS is only to be used by the Customer Security Team and nominated trained staff. No other staff or third parties are to use the SSS.

5.3 CriticalArc will not be liable for any loss or damage incurred by the Customer or its staff or other third parties if the Licensed Software is used outside the scope of the Approved Purpose or the Area or in breach of these Conditions.

6. Responsibilities of CriticalArc

6.1 CriticalArc shall:

(a) comply with the Customer's policies and directions as notified to CriticalArc in writing and in connection with this Contract;

(b) perform its services under the Contract:

(i) in accordance with this Contract and in a timely and professional manner using industry practices;

(ii) in accordance with the SafeZone Security System standard specification which is available on request;

(iii) with a high degree of professional skill, care and due diligence that may be expected of a skilled, professional person, suitably qualified and experienced, in the performance of similar services;

(iv) ensuring that all of the personnel are suitably skilled, experienced and qualified to carry out the duties and tasks assigned to them in connection with the performance of the Contract;

(v) Where possible, comply with any reasonable timeframes set out by the Customer. For the avoidance of doubt, time shall not be of the essence of the Contract.

(vi) in accordance with the terms of the Contract;

(c) comply with the requirements of any applicable Laws regulating the Licensed Software and Support Services;

(i)

(d) obtain and maintain all necessary authorisations required for the provision of the Licensed Software and Support Services;

(e) use its reasonable endeavours to provide the SafeZone Application through the Apple App Store and Google Play for End Users to download onto their Devices in accordance with the End User Licence Agreement;

(f) not knowingly infringe any Intellectual Property, authorship rights or privacy rights of another person; or

(g) not knowingly or recklessly do anything that will damage the Customer's reputation.

6.2 Throughout the Term CriticalArc shall adhere to the Data Protection Policy, recognising that architecture changes over time as new capabilities become available.

6.3 CriticalArc shall have the right, in its sole discretion, to make any changes to the Licensed Software and Support Services and/or functionality of the Licensed Software which are

necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Licensed Software.

6.4 If the Customer postpones the performance date for the provision of the Licensed Software or CriticalArc's performance of its obligations under the Contract is otherwise prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, then except where such failure or delay is caused by Force Majeure or by CriticalArc's failure to comply with its obligations under the Contract, the Customer shall in all circumstances be liable to pay to CriticalArc on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, and loss of opportunity to deploy resources elsewhere), subject to CriticalArc confirming such costs, charges and losses to the Customer in writing.

6.5 CriticalArc shall not in any circumstances be liable to the Customer:

(a) for failure to provide the Licensed Software in accordance with any timetable detailed in the Proposal or otherwise;

(b) for a failure or delay in providing the Licensed Software and/or Support Services caused by any act or omission of the Customer or the Customer's agents, sub-contractors or employees; or

(c) for a failure or delay in providing the Licensed Software and/or Support Services caused by any act or omission of a third party.

6.6 Except as expressly set out in the Contract, CriticalArc:

(a) does not warrant that the Customer's use of the Licensed Software will be uninterrupted or error-free; or that the Licensed Software and/or the information obtained by the Customer through the Licensed Software will meet the Customer's requirements;

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Licensed Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and

(c) is not responsible for and gives no warranties and makes no representations in relation to the legality, reliability, integrity, accuracy and/or quality of any data (including, but not limited to, any reports) generated in connection with the Licensed Software. For the avoidance of doubt, CriticalArc shall have no liability to the Customer if the Customer suffers loss as a result of its reliance on such data.

7. Customer's obligations

7.1 The Customer shall provide CriticalArc with:

(a) all necessary co-operation in relation to the Licensed Software and Support Services; and

(b) in a timely manner, all necessary access to the Customer's premises, computer systems and such information, office accommodation and other facilities as may be required by CriticalArc in order to install the Licensed Software, any Updates, New Releases, Modifications, Training and provide the Support Services and provide security access information and configuration services and inform CriticalArc of all health and safety and security requirements that apply at the Customer's premises.

7.2 The Customer shall:

(a) complete, and procure that its users complete, any such reasonable training provided by CriticalArc in connection with the implementation and/or use of the Licensed Software;

(b) prevent any unauthorised access to or use of the Licensed Software and in the event of any such unauthorised access or use, promptly notify CriticalArc;

(c) ensure that it complies, and procure that all users comply, with the terms set out in the End User Licence Agreement;

(d) not, and shall procure that any user shall not, use the Licensed Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Conditions, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Licensed Software or any operating system;

(e) ensure that it and its agents, sub-contractors and employees do not infringe CriticalArc's Intellectual Property Rights or those of any third party in relation to the Customer's use of the Licensed Software, including by the submission of any material (to the extent that such use is not licensed by these Conditions);

(f) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to the Customer's use of the Licensed Software;

(g) implement an appropriate level of cyber security and virus-checking on its system and devices to which the Licensed Software is deployed;

(h) ensure that its network and system comply with any relevant specifications provided by CriticalArc from time to time;

(i) ensure that its infrastructure is suitable to support the deployment of the Licensed Software;

(j) not use the Licensed Software in a way that could damage, disable, overburden, impair or compromise CriticalArc's systems or security or interfere with other users;

(k) not collect or harvest any information or data from the Licensed Software or CriticalArc's systems or attempt to decipher any transmissions to or from the servers running any service;

(l) ensure that the terms of the Proposal and/or any information provided to CriticalArc in the specification are complete and accurate;

(m) ensure that the Customer Security Team and any other authorised users of SafeZone OmniGuard have been appropriately trained and use the Licensed Software in accordance with the terms and conditions of the Contract and shall be solely responsible for any breach of the Contract by the Customer Security Team and other authorised users;

(n) obtain and maintain all necessary licences, consents and permissions necessary for CriticalArc, its contractors and agents to perform their obligation under the Contract, including without limitation the provision of the Licensed Software and Support Services;

(o) comply with all relevant Laws as required to CriticalArc to provide the Licensed Software and/or Support Services and the use of the Customer Data;

(p) solely responsible for determining the suitability of the Licensed Software and the Support Services and of its hardware system;

(q) provide in a timely manner such information as CriticalArc may request, and ensure that such information is accurate in all material respects;

(r) be responsible (at its own cost) for preparing the relevant premises for the supply of the Licensed Software and Support Services;

(s) comply with the terms set out in the Data Processing Agreement; and

(t) where relevant, provide CriticalArc with a copy of a map of the Area (together with updates from time to time, as available) in (PDF, DXF and DWG formats) for the purpose of configuring the SafeZone Application for use at the Customer. To this end, the Customer shall grant CriticalArc a non-exclusive, royalty-free licence to use the Customer's map(s) for the purpose of performing the services under the Contract.

7.3 Subject to the limitations set out in clause 16, the Customer shall defend, indemnify and hold harmless CriticalArc against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Licensed Software and/or Support Services.

7.4 The Customer will be responsible for the provision, repair and maintenance of the Hardware.

7.5 The SSS relies on Google Maps to indicate the location of an End User and the Customer Security Team, so by using the SSS, the Customer agrees to be bound by Google's Terms of Use.

8. Access

8.1 The Customer may choose or be provided with, a user identification code, password or any other piece of information as part of CriticalArc's security procedures. The Customer must treat such information as confidential and must not disclose it to any third party.

8.2 CriticalArc has the right to disable any user identification code or password, whether chosen by the Customer or an End User or allocated by CriticalArc, at any time, if in CriticalArc's reasonable opinion the Customer, its authorised users or End User have failed to comply with any of the provisions of these Conditions.

8.3 If the Customer knows or suspect that anyone other than the Customer knows its user identification code or password, it must promptly notify CriticalArc at support@criticalarc.com.

8.4 The Customer is solely responsible for all activity occurring under its and its authorised users' accounts.

9. Payment of Fees

9.1 The Customer shall pay to CriticalArc the Licence Fee and the Support Services Fee in accordance with the amounts set out in Schedule 1 or as otherwise agreed between CriticalArc and the Customer in writing. If no price is quoted, the Fee shall be calculated in accordance with CriticalArc's current price list or in accordance with its daily fee rates as amended from time to time (as the case may be).

9.2 CriticalArc shall invoice the Customer for the Fees that are payable (and VAT where appropriate).

9.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by CriticalArc to the Customer, the Customer shall, on demand, pay to CriticalArc such additional amounts in respect of VAT as are chargeable on the supply of the Licensed Software and/or Support Services (as the case may be) at the same time as payment is due for the Licensed Software and/or Support Services (as applicable).

9.4 Unless otherwise specified, the Customer shall pay each invoice submitted to it by CriticalArc in full, and in cleared funds, within thirty (30) days of receipt. Time for payment shall be of the essence of the Contract.

9.5 CriticalArc will provide a Tax Invoice for the annual Licence Fee to the Customer on receipt of the Customer Purchase Order or on execution of the Contract, whichever occurs first.

9.6 Subsequent Tax Invoices for any Extended Term will be provided annually by CriticalArc to the Customer on the anniversary date of the first invoice. Alternatively, for those

organisations wishing to make up front multiyear payments. We can facilitate invoicing for the full term of the proposed agreement as part of the initial invoice.

9.7 CriticalArc will increase the Fees in line with the Consumer Price Index (CPI) on each anniversary of the date of the Contract. Such Fee increase shall be exclusive of VAT.

9.8 If payment is denied for any reason or the Customer fails to make any payment due to CriticalArc under the Contract by the due date for payment, then, without limiting CriticalArc's remedies under these Conditions, CriticalArc may:

(a) charge interest on the overdue amount at the rate of four percent (4%) per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and/or

(b) upon CriticalArc giving the Customer 7 days' notice, suspend the provision of the Licensed Software and/or Support Services until payment has been made in full.

9.9 All payments payable to CriticalArc under the Contract shall become due immediately on termination of the Contract, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

9.10 All amounts due under the Contract shall be paid by the Customer to CriticalArc in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). CriticalArc may, without prejudice to any other rights it may have, set off any liability of the Customer to CriticalArc against any liability of CriticalArc to the Customer.

10. Confidentiality

10.1 Confidential Information will at all times remain the exclusive property of the Disclosing Party. A Receiving Party must not at any time (except as otherwise expressly provided for in the Contract) assert rights of any nature in respect of, or contest the Disclosing Party's ownership of, Confidential Information.

10.2 A Receiving Party must:

(a) use the same degree of care as it uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care, to maintain the confidentiality of the Disclosing Party's Confidential Information.

(b) not disclose or allow to be disclosed any Confidential Information provided by the Disclosing Party unless:

(i) required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction; or

(ii) with the prior written consent of the Disclosing Party;

(c) not use any Confidential Information for any other purpose other than the implementation of the Contract.

10.3 Where a Receiving Party holds Confidential Information provided by the Disclosing Party, the Receiving Party must, at the request of the Disclosing Party, destroy or return to the Disclosing Party all Confidential Information in the possession or control of the Receiving Party.

10.4 A Receiving Party must notify the Disclosing Party immediately if it becomes aware of, or suspects, any disclosure, use or copying of Confidential Information that is not authorised by

the Contract and must take all steps reasonably required by the Disclosing Party to stop that unauthorised disclosure, use or copying.

10.5 If a Receiving Party wishes to take part in any activity which may involve the disclosure of information derived from the Contract, such as, but not limited to, the publication of books or articles, the making of contacts with the press, the giving of broadcasts, speeches or lectures, appearing in television programmes or participating in outside conferences, the consent of the Disclosing Party must first be obtained in writing.

10.6 CriticalArc acknowledges that the Customer may be required by law to disclose information about the Contract or disclose the whole of the Contract. To this end the Customer acknowledges that the Fees and other commercial terms are Confidential Information.

11. Intellectual Property

11.1 All Intellectual Property Rights in the Licensed Software and Documentation belong to CriticalArc.

11.2 CriticalArc grants the Customer a non-exclusive licence to use the Licensed Software and Documentation on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Licensed Software and the Documentation as is envisaged by the parties in accordance with the Contract but the Customer shall have no rights in or to the Licensed Software and Documentation, other than the right to use the Licensed Software and the Documentation in accordance with the Contract. Upon termination of the Contract, this licence will automatically terminate.

12. Updates, New Releases and Modifications

12.1 CriticalArc will provide the Customer with all Updates and New Releases of the standard SSS product that are developed during the Term as part of the SSS Support Services. Any such additional services required by the Customer shall be quoted for by CriticalArc and agreed between the parties prior to the implementation of any such services.

12.2 Any new, non-critical upgrades to the SSS products that are developed by CriticalArc during the Term will be offered to the Customer as a separate product or optional paid feature as they become available (“Additional Products”). The price and terms and conditions for any Additional Products will be determined by the mutual written agreement of the parties at the time.

12.3 The Customer must install all Updates and New Releases provided by CriticalArc. CriticalArc will not be liable for any Defect caused as a result of the Customer not installing an Update and/or New Release provided.

12.4 Where an Update or New Release is implemented, the Contract continues to apply in all respects to the Update or New Release.

12.5 CriticalArc reserves the right to charge separate fees for the installation and configuration services for Updates and New Releases at CriticalArc’s then current standard Professional Services Rate where the scope of such services falls outside of the standard installation and configuration services of the Licensed Software.

12.6 The Customer may at any time request CriticalArc to make a Modification. CriticalArc will charge a separate Modification Fee for any Modification at the CriticalArc then current standard Professional Services Rate. CriticalArc will provide the Customer with an estimate before it engages in work associated with a Modification. The licence terms outlined in the Contract will apply any Modification.

12.7 The Customer shall be deemed to have accepted the Licensed Software upon delivery of the system URL and access credentials Any Acceptance Tests required for Modifications

shall be agreed in writing between the parties and the Customer shall be deemed to have accepted any such Modifications upon the delivery of test report.

13. Support Services

13.1 Subject to the payment of the Support Services Fee, CriticalArc will provide the Customer with Support Services in accordance with the Service Levels during the Term. If CriticalArc fails to meet the Service Levels when providing the Support Services, the Customer will be entitled to the remedies set out in Schedule 2.

13.2 The Support Services Fee shall be payable by the Customer during the Term in accordance with Schedule 1 or as otherwise agreed between the parties in writing.

13.3 During the Term, CriticalArc shall:

(a) provide the Customer with the facility to notify, register or submit incidents relating to the Licensed Software and Defects to CriticalArc during the Standard Support Hours of Operation (via telephone or email);

(b) take all immediate and necessary steps (including correcting any Defects in the Licensed Software notified by the Customer in writing) in accordance with the Resolution Times, to ensure that SSS complies and performs in accordance with the standard specification.

(c) assign an identification reference code to any reported problem or issue, for use by the parties in any discussion or correspondence concerning the Support Services; and

(d) maintain a log or history of all issues reported by the Customer in writing.

13.4 After the performance of any Support Services and/or the implementation of any Modification or Update (as the case may be), CriticalArc will, if requested by the Customer in writing within five (5) Business Days of such implementation:

(a) test or demonstrate that the performance of the Support Services has corrected any Defect in Licensed Software or successfully implemented any relevant Modification or Update; and

(b) document or maintain a written log or audit trail of the Support Services work undertaken to the Licensed Software.

13.5 CriticalArc will not be liable to the Customer under this clause to the extent that any Defect in Licensed Software is caused by the Customer, including any Defect caused by any failure by the Customer to comply with clause 7.2(a) to use Licensed Software in accordance with the Documentation for the Approved Purpose.

13.6 The Customer will promptly provide CriticalArc with reasonable assistance, access to the Area and any reasonably necessary information to assist it in providing the Support Services.

13.7 CriticalArc may provide Support Services outside the Standard Support Hours of Operation at the current standard Professional Services Rate. Where the Customer elects to pay the

optional Premium SSS Support Services Fee, there is no charge for Support Services rendered outside the Standard Support Hours.

14. Reporting

14.1 During the Term, CriticalArc shall on request compile and provide to the Customer a report in relation to its compliance or otherwise with the Service Levels.

15. Data Protection

The parties shall comply with their respective obligations set out in the Data Processing Agreement attached at Schedule 3.

16. Indemnities

16.1 CriticalArc shall indemnify the Customer against all claims, expenses, losses, damages and costs (on a split party/party basis and whether incurred by or awarded against the Customer) that the Customer may sustain or incur as a direct result of:

(a) any material breach of the Contract by CriticalArc; or

(b) any unlawful or negligent act or omission or wilful misconduct of CriticalArc in providing the Services.

16.2 Any liability under clause 16 above will be reduced proportionately to the extent that any negligent or wilful act or omission or breach of the Contract by the Customer contributed to the loss or liability.

16.3 Any liability incurred by CriticalArc under clause 16 will be limited to 100% of Fees paid by the Customer in the preceding 12 months.

16.4 The Customer shall indemnify CriticalArc and will keep CriticalArc indemnified against any, and all claims, demands, losses, damages and costs (including legal costs on a split party/party basis) that CriticalArc incurs or may incur as a direct result of or arising out of:

(a) a material breach by the Customer of obligations under the Contract;

(b) any negligent or wilful act or omission by the Customer;

(c) the authorisation (whether express or implied) by the Customer of any action or activity which infringes any Intellectual Property Rights; or

(d) any use of Licensed Software for any purpose other than the Approved Purpose.

16.5 Any liability under clause 16.4 above will be reduced proportionately to the extent that any negligent or wilful act or omission or breach of the Contract by CriticalArc contributed to the loss or liability.

16.6 Any liability incurred by the Customer under clause 16.4 will be limited to 200% of Fees paid by the Customer in the preceding 12 months.

16.7 Nothing in this clause 16 shall limit the liability of either party for a breach of the Data Processing Agreement Schedule 3.

17. Liability

17.1 This clause 17 sets out the entire financial liability of the parties (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other:

(a) arising under or in connection with the Contract;

(b) in respect of any use made by the Customer of the Licensed Software and/or Support Services; and

(c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Contract.

17.2 Except as expressly and specifically provided in these Conditions:

(a) CriticalArc shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to CriticalArc by the Customer in connection with the Licensed Software, or any actions taken by CriticalArc at the Customer's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and

(c) the Licensed Software is provided to the Customer on an "as is" basis.

17.3 Nothing in the Contract excludes the liability of either party:

(a) for death or personal injury caused by the negligence of that party or its personnel, agents or subcontracts;

(b) for fraud or fraudulent misrepresentation;

(c) either party under the indemnity provisions of the Contract (which shall be governed by their own terms);

(d) either party for breach of any obligation as to the other party’s Confidential Information or breach of applicable Laws; or

(e) any other liability which cannot be excluded by law. Subject to clause 17.2 and clause 17.3

17.4 except as otherwise provided in these Conditions, neither party shall not in any circumstances be liable to the other, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

(a) loss of profits; or

(b) loss of business; or

(c) depletion of goodwill or similar losses; or

(d) loss of anticipated savings; or

(e) loss of goods; or

(f) loss of contract; or

(g) loss of use; or

(h) loss or corruption of data or information; or

(i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses,

17.5 either party’s total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract to the other shall be limited to total Fee paid during the six (6) months immediately preceding the date on which the claim arose.

17.6 Each party warrants that it:

(a) is duly authorised to enter into and be bound by the Contract;

(b) has the authority to grant the licence rights provided to the other party as set out in the Contract; and

(c) holds all licences, approvals and permits required by Law to perform its obligations under the Contract.

18. Insurances

18.1 CriticalArc acknowledges and agrees that:

(a) representatives of CriticalArc are not employees of the Customer and will not be covered by the Customer employer's liability insurance; and

(b) it is the responsibility of CriticalArc to effect and maintain adequate employer's liability insurance for its employees and representatives.

18.2 In addition to clause 18.1, CriticalArc must affect and maintain the following insurance for the Term:

(a) public liability insurance to a value of one million pounds (£1,000,000) in respect of any single occurrence;

(b) professional negligence insurance to a value of one million pounds (£1,000,000).

(c) and provide acceptable proof of this insurance and current certificates of currency of insurances promptly upon request by the Customer.

19. Force Majeure

19.1 To the extent that a party's delay or inability to perform under the Contract or any is due to the existence and its notification of Force Majeure, the affected obligations of that party under the Contract will be suspended until the passing of that Force Majeure event. A party must take all reasonable steps to minimise any disruption to and resume the performance of its affected obligations.

19.2 If substantially all of a party's obligations under the Contract are suspended by a Force Majeure event under clause 19.1 by more than thirty (30) days, either party may elect to terminate the Contract without penalty, or the parties may enter into discussions to modify the affected obligations by variation of the Contract in writing.

20. Termination

20.1 Either party may immediately terminate the Contract if:

(a) the other party breaches any term or condition of the Contract and:

(i) the breach cannot be remedied by that defaulting party; or

(ii) if it can be remedied, the defaulting party fails or refuses to do so within a period of not less than thirty (30) days from notification to it, which specifies the nature of the breach and requires the defaulting party to remedy the breach; or

(b) the defaulting party becomes subject to an Insolvency Event.

20.2 On termination of the Contract:

(a) the parties agree that within fourteen (14) days from the date of termination:

(i) CriticalArc must refund any amounts paid by the Customer for services yet to be rendered on a pro rata basis if CriticalArc were the defaulting party;

(ii) subject to clause 20.2(a)(i), the Customer must pay any amounts which are due and payable up to the date of termination;

(iii) the Customer will promptly delete all materials containing the Licensed Software and Documentation in its possession, custody or power and provide CriticalArc with evidence of compliance of this clause upon request; and

(iv) each party will return (or at the other party's option, destroy and certify the destruction of) any of the other party's property in its possession or control and on written request, each party will provide the other with written certification of its compliance with this clause.

(b) if requested by the Customer, CriticalArc will provide transitional assistance to the Customer for a period up to thirty (30) days or other longer period agreed by the parties, necessary to minimise any disruption to business. CriticalArc reserves the right to charge separate fees at the then current standard Professional Services Rate for any such assistance.

21. Dispute resolution

21.1 In the event of any dispute between the parties under or in connection with the Contract, except where a party seeks urgent interlocutory relief, the parties will:

(a) within seven (7) days (or such other period agreed between the parties) of a party providing notice of a dispute to the other party, meet with an authorised representative of the other party with a view to resolving the dispute; then

(b) if the dispute is not resolved, within seven (7) days (or such other period agreed between the parties) of that meeting, the authorised representative, Administration (or equivalent) of the Customer and the General Manager (or equivalent) of CriticalArc, will meet to resolve the dispute; then

(c) if the dispute remains unresolved within twenty one (21) days (or such other period agreed between the parties) of provision of the notice of dispute or within seven (7) days (or such other period agreed between the parties) of the date of the last meeting under clause 21.1(b), whichever is the earlier, then the parties will refer the dispute to mediation to be conducted by the Centre for Dispute Resolution (CEDR) in accordance with its then current mediation rules and guidelines for resolution within ten (10) days (or such other period agreed between the parties); then

(d) if the dispute remains unresolved at the expiry of the ten (10) day mediation period referred to in clause 21.1(c) (or such other period agreed between the parties), either party will be entitled to commence court proceedings in relation to the dispute.

21.2 If a dispute is referred to mediation:

(a) any meetings organised will be held at such place as may be agreed by the parties;

(b) the parties agree to pay costs as directed by the mediator; and

(c) both parties may be represented by a duly qualified legal practitioner.

21.3 Despite the existence of a dispute, each party must continue to perform its obligations under the Contract.

22. Notices

22.1 Any notice given under the Contract must be in writing and may be delivered by hand, by mail, by e-mail as follows:

To CriticalArc:
Managing Director
Email address: dcs@criticalarc.com
Post to: CriticalArc Ltd. Creative Industries Building, University of Wolverhampton Science Park Glaisher Road, Wolverhampton WV10 9RU

To the Customer: As set out in the Contract Details.

22.2 Notice will be taken to have been given by a party to the other:

(a) if by hand or mail, two (2) Business Days after the date of mailing within the UK or ten (10) Business Days after the date of mailing overseas; and

(b) if by email, 24 hours following transmission.

23. General

23.1 Amendment - This Contract may only be amended or varied by mutual agreement of the parties in writing.

23.2 Governing Law and Jurisdiction - This Contract is governed by and must be construed in accordance with the law of England and Wales. The parties submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of all matters arising out of or relating to the Contract, its performance or subject matter.

23.3 No Partnership or Agency - For the purpose of the Contract and all services to be provided under it, both parties shall be and shall be deemed to be independent contractors and not agents or employees of the other. Neither party shall have authority to make any statements, representation or commitment of any kind or to take any action that will be binding on the other party.

23.4 **Entire Agreement** - The Contract contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by and agreements between the Parties with respect to its subject matter.

23.5 **Survival** – Clauses 8, 9, 11, 15, 16, 17, 23 shall survive expiry or earlier termination of the Contract.

23.6 **Severability** - If any one or more of the provisions of the Contract are held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired.

23.7 **Waiver** - No delay or indulgence by a party in enforcing the Contract will prejudice or restrict the rights of that party, nor will a waiver of those rights regarding a breach operate as a waiver of a subsequent breach.

23.8 **Counterparts** - This Contract may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same document.

23.9 **Third Parties** - A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

24. Standard Support Services

The Customer is able to access CriticalArc via a dedicated support phone number for immediate and urgent assistance, on Business Days between 8 a.m. and 6 p.m. GMT (“Support Hours of Operation”).

25. Premium Support Services

On payment of the optional Premium Support Services Fee, the Customer is able to access CriticalArc via a dedicated support phone number for immediate and urgent assistance, 365 days per year, 24 hours per day (“Premium Support Hours of Operation”).

Schedule 2 - Service Levels

1. Service Level

CriticalArc provides a response/escalation to issue types 1 to 3 as detailed in the table below:

Issue type	Definition of issue	Initial diagnostic response	Status updates
1	SSS is inoperable	four (4) business hours	Every 8 business hours until resolution
2	Other production performance related issues, typically a feature working incorrectly	one (1) business day	Every week until resolution or determination as a bug or enhancement request
3	Non-performance related incidents, including general questions, requests for information, documentation questions, enhancement questions	five (5) business days	Every week until resolution or determination as a bug or enhancement request

2. Remedies to Service Level issues

CriticalArc provides the following remedies in the case of a failure to achieve the relevant Service Level on issue types 1 to 3 as detailed in the table below:

Issue Type	Issue	Resolution	Deadline	Remedy for failure to achieve resolution by deadline
1	Inoperable production system	System fully operational	four (4) business hours	Escalated to both Nominated Representatives to agree resolution
2	Other production performance related issues	Performance issue resolved	four (4) business days	Escalated to both Nominated Representatives to agree resolution
3	Non-performance related incidents	Documented response provided	ten (10) business days	Escalated to both Nominated Representatives to agree resolution

Schedule 3

Data Processing Agreement

Definitions (any other capitalised terms not contained in this section will be as defined in the CriticalArc Limited SafeZone Security System Agreement ('SSSA'))

Applicable Law means as applicable and binding on the Customer, the Supplier and/or the Services:

(a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;

(b) the common law and laws of equity as applicable to the parties from time to time;

(c) any binding court order, judgment or decree; or

(d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;

Appropriate Safeguards means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time;

Data Controller has the meaning given to that term (or to the term 'controller') in Data Protection Laws;

Data Processor has the meaning given to that term (or to the term 'processor') in Data Protection Laws;

Data Protection Laws means as applicable and binding on the Customer, the Supplier and/or the Services:

(a) means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, Regulation (EU) 2016/679 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 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;

(b) in member states of the European Union: the Data Protection Directive or the GDPR, once applicable, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and

(c) any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time;

Data Protection Losses means all liabilities, including all:

(a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and

(b) to the extent permitted by Applicable Law:

(i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;

(ii) compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and

(iii) the reasonable costs of compliance with investigations by a Supervisory Authority;

Data Subject has the meaning given to that term in Data Protection Laws;

Data Subject Request means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;

GDPR means the General Data Protection Regulation (EU) 2016/679;

International Organisation means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries;

International Recipient has the meaning given to that term in clause 6.1;

Personal Data has the meaning given to that term in Data Protection Laws;

Personal Data Breach means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;

processing has the meanings given to that term in Data Protection Laws (and related terms such as process have corresponding meanings);

Processing Instructions has the meaning given to that term in clause 2.1.1;

Protected Data means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under this Agreement;

Sub-Processor means another Data Processor engaged by the Supplier for carrying out processing activities in respect of the Protected Data on behalf of the Customer; and

Supervisory Authority means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

Specific interpretive provision(s)

In clauses 1 to 11 (inclusive):

(a) references to any Applicable Laws (including to the Data Protection Laws and each of them) and to terms defined in such Applicable Laws shall be replaced with or incorporate (as the case may be) references to any Applicable Laws replacing, amending, extending, re-enacting or consolidating such Applicable Law (including the GDPR and any new Data Protection Laws from time to time) and the equivalent terms defined in such Applicable Laws, once in force and applicable; and

(b) a reference to a law includes all subordinate legislation made under that law.

Data processing provisions

1 Data Processor and Data Controller

1.1 The parties agree that, for the Protected Data, the Customer shall be the Data Controller and the Supplier shall be the Data Processor.

1.2 The Supplier shall process Protected Data in compliance with:

1.2.1 the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under this Agreement; and

1.2.2 the terms of this Agreement.

1.3 The Customer shall comply with:

1.3.1 all Data Protection Laws in connection with the processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under this Agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and

1.3.2 the terms of this Agreement.

1.4 The Customer warrants, represents and undertakes, that:

1.4.1 all data sourced by the Customer for use in connection with the Services, prior to such data being provided to or accessed by the Supplier for the performance of the Services under this Agreement, shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws;

1.4.2 all instructions given by it to the Supplier in respect of Personal Data shall at all times be in accordance with Data Protection Laws; and

1.4.3 it has undertaken due diligence in relation to the Supplier's processing operations, and it is satisfied that:

(a) the Supplier's processing operations are suitable for the purposes for which the Customer proposes to use the Services and engage the Supplier to process the Protected Data; and

(b) the Supplier has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.

1.5 The Customer shall not withhold, delay or condition its agreement to any change requested by the Supplier in order to ensure the Services and the Supplier (and each Sub-Processor) can comply with Data Protection Laws.

2 Instructions and details of processing

2.1 Insofar as the Supplier processes Protected Data on behalf of the Customer, the Supplier:

2.1.1 unless required to do otherwise by Applicable Law, shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with this Agreement and the Customer's documented instructions as set out in this clause 2 and Schedule 1 (Data processing details) (Processing Instructions);

2.1.2 if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify the Customer of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest); and

2.1.3 shall without undue delay inform the Customer if the Supplier becomes aware of a Processing Instruction that, in the Supplier's opinion, infringes Data Protection Laws, provided that:

(a) this shall be without prejudice to clauses 1.3 and 1.4; and

(b) to the maximum extent permitted by mandatory law, the Supplier shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any processing in accordance with the Customer's Processing Instructions following the Customer's receipt of that information;.

2.2 The processing of Protected Data to be carried out by the Supplier under this Agreement shall comprise the processing set out in Schedule 1 (Data processing details).

3 Technical and organisational measures

3.1 The Supplier shall implement and maintain, at its cost and expense, appropriate and adequate technical and organisational measures (details of which can be provided upon request):

3.1.1 in relation to the processing of Protected Data by the Supplier; and

3.1.2 taking into account the nature of the processing, to assist the Customer insofar as is possible in the fulfilment of the Customer's obligations to respond to Data Subject Requests relating to Protected Data.

4 Using staff and other processors

4.1 The Customer authorises the appointment of any of the Sub-Processors listed in an applicable Service description or related document provided with an Order. Any proposed changes to such pre-listed Sub-Processors will be notified to Customers in writing, thereby giving the Customer the opportunity to reasonably object to such changes (grounds for objection being non-compliance of Data Protection Laws).

4.2 The Supplier shall:

4.2.1 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under clauses 1 to 11 (inclusive) that is enforceable by the Supplier;

4.2.2 ensure each such Sub-Processor complies with all such obligations; and

4.2.3 remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own.

4.3 The Supplier shall ensure that all persons authorised by it (or by any Sub-Processor) to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case the Supplier shall, where practicable and not prohibited by Applicable Law, notify the Customer of any such requirement before such disclosure).

5 Assistance with the Customer's compliance and Data Subject rights

5.1 The Supplier shall refer all Data Subject Requests it receives to the Customer within 5 Business Days of receipt of the request, provided that if the number of Data Subject Requests exceeds two (2) per calendar month, the Customer shall pay the Supplier's Charges calculated on a time and materials basis at the Supplier's then standard rates, for recording and referring the Data Subject Requests in accordance with this clause 5.1.

5.2 The Supplier shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to the Supplier) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:

5.2.1 security of processing;

5.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);

5.2.3 prior consultation with a Supervisory Authority regarding high-risk processing; and

5.2.4 notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach, provided the Customer shall pay the Supplier's Charges for providing the assistance in this clause 5.2, such Charges to be calculated on a time and materials basis at the Supplier's then standard rates.

6 International data transfers

6.1 The Customer consents to the Supplier processing the Protected Data inside or outside of the European Economic Area ("EEA").

6.2 The Supplier may only process (or permit the processing) of the Protected Data outside of the EEA if one or more of the following conditions are satisfied:

6.2.1 the Supplier is processing the Protected Data in a territory that is subject to a current finding by the European Commission under the Data Protection Laws that said territory provides adequate protection for the privacy rights of individuals.

6.2.2 the Supplier participates in a valid cross-border transfer mechanism under the Data Protection Laws under which the Supplier (and the Customer, where appropriate) can ensure that appropriate safeguards are in place to ensure an adequate level of data protection with respect to the privacy rights of individuals as required by Article 46 of the GDPR.

6.2.3 the transfer of the Protected Data otherwise complies with the Data Protection Laws.

6.3 In the event that any transfer of Protected Data between the Customer and the Supplier requires execution of Standard Contractual Clauses in order to comply with the Data Protection Laws (that is, where the Customer is exporting the Personal Data to the Supplier, which is located outside of the EEA), the parties shall complete all relevant details contained in the Standard Contractual Clauses set out in Appendix 2 to this Schedule 3 , execute the same, and take any and all other actions required to legitimise the transfer of the Protected Data.

6.4 Where the Supplier appoints a Sub-Processor, and the Sub-Processor is located outside of the EEA, the Customer hereby authorises the Supplier to enter into Standard Contractual Clauses, as set out in Appendix 2 of this Schedule 3.

7 Records, information and audit

7.1 The Supplier shall maintain, in accordance with Data Protection Laws binding on the Supplier, written records of all categories of processing activities carried out on behalf of the Customer.

7.2 The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate the Supplier's compliance with its obligations under Article 28 of the GDPR (and under any Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose, subject to the Customer:

7.2.1 giving the Supplier reasonable prior notice of such information request, audit and/or inspection being required by the Customer;

7.2.2 ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);

7.2.3 ensuring that such audit or inspection is undertaken during normal business hours not more than once in any 12-month period (unless there is reasonable cause), with minimal

disruption to the Supplier's business, the Sub-Processors' business and the business of other customers of the Supplier; and

7.2.4 paying the Supplier's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

8 Breach notification

8.1 In respect of any Personal Data Breach involving Protected Data, the Supplier shall, without undue delay:

8.1.1 notify the Customer of the Personal Data Breach; and

8.1.2 provide the Customer with details of the Personal Data Breach.

9 Deletion or return of Protected Data and copies

9.1 The Supplier shall, at the Customer's written request, either delete or return all the Protected Data to the Customer in such form as the Customer reasonably requests within a reasonable time after the earlier of:

9.1.1 the end of the provision of the relevant Services related to processing; or

9.1.2 once processing by the Supplier of any Protected Data is no longer required for the purpose of the Supplier's performance of its relevant obligations under this Agreement, and delete existing copies (unless storage of any data is required by Applicable Law and, if so, the Supplier shall inform the Customer of any such requirement).

10 Liability, indemnities and compensation claims

10.1 The Customer shall indemnify and keep indemnified the Supplier in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, the Supplier and any Sub-Processor arising from or in connection with any:

10.1.1 non-compliance by the Customer with the Data Protection Laws;

10.1.2 processing carried out by the Supplier or any Sub-Processor pursuant to any Processing Instruction that infringes any Data Protection Law; or

10.1.3 breach by the Customer of any of its obligations under clauses 1 to 11 (inclusive), except to the extent the Supplier is liable under clause 10.2.

10.2 Subject to S.2 clause 9 of the Terms and Conditions, the Supplier shall be liable for any losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with this Agreement:

10.2.1 only to the extent caused by the processing of Protected Data under this Agreement and directly resulting from the Supplier's breach of clauses 1 to 11 (inclusive); and

10.2.2 in no circumstances to the extent that any losses are contributed to or caused by any breach of this Agreement by the Customer (including in accordance with clause 2.1.3(b)).

10.3 If a party receives a compensation claim from a person relating to processing of Protected Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:

10.3.1 make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and

10.3.2 consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible under this Agreement for paying the compensation.

10.4 The parties agree that the Customer shall not be entitled to claim back from the Supplier any part of any compensation paid by the Customer in respect of such damage to the extent that the Customer is liable to indemnify the Supplier in accordance with clause 10.1.

10.5 This clause 10 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary, except:

10.5.1 to the extent not permitted by Applicable Law (including Data Protection Laws); and

10.5.2 that it does not affect the liability of either party to any Data Subject.

11 Survival of data protection provisions

11.1 Clauses 1 to 11 (inclusive) shall survive termination (for any reason) or expiry of this Agreement and continue:

11.1.1 indefinitely in the case of clauses 9 to 11 (inclusive); and

11.1.2 until 12 months following the earlier of the termination or expiry of this Agreement in the case clauses 1 to 8 (inclusive), provided always that any termination or expiry of clauses 1 to 8 (inclusive) shall be without prejudice to any accrued rights or remedies of either party under any such clauses at the time of such termination or expiry.

APPENDIX 1 - DATA PROCESSING DETAILS

1. Description of Processing and Data	The provision of services by the Supplier to the Customer as outlined in any Order and/or associated documentation and the SSSA.
2. Subject matter of the Processing	The Services purchased by Supplier as detailed in the SSSA.
3. Duration of the Processing	For the duration of any Order/Agreement.
4. Nature and purposes of the Processing	Nature of Processing: 1. Storage 2. Transmission 3. Recording 4. Consultation 5. Remote Access 6. Collection 7. Retrieval Purposes of Processing: 1. Real time location sharing 2. Alert services 3. Mass notifications 4. Check-in services 5. Incident response 6. User Database management 7. Other professional services
5. Type of Data	This varies, but depending on the products and services purchased may include both Personal Data and special category data as defined in the GDPR including but not limited to: • Identity data • Contact data • Preferences • Communications • Information from third parties • Location data • Technical data • Profile data • Usage data • Marketing and communications data • Special medical and accessibility data • Any other Personal Data (whether visual or auditory) or information of Supplier
6. Categories of Data Subject	This varies but Supplier will maintain a list of categories of Data Subjects appropriate to their use of the software or services. Categories of Data Subject include but are not limited to: 1. Customer's members

	2. Customer's customers 3. Customer's employees and contractors 4. Customer's students 5. Customer's supporters
7. Plan for return and Destruction of the data once the processing is complete with the Services	Upon request by Customer, data will be returned to Customer in a machine-readable format prior to termination or expiration of this Agreement and subject to the terms of the Processor's Retention Policy and processing instruction by the Customer.

APPENDIX 2

Standard Contractual Clauses

To the extent that CriticalArc Processes any Customer Personal Information from the EEA or the UK and transfers such Customer Personal Information outside of the EEA or the UK, to countries not deemed by the European Commission, or the UK Information Commissioner's Office to provide an adequate level of data protection ("**Restricted Transfers**"), the SCCs will apply to any Restricted Transfers from Customer and Customer Affiliates (each as "data exporter") to CriticalArc (as "data importer") as follows:

A. EU Personal Information. In respect of Personal Information that is protected by the EU GDPR, the EU SCCs will apply for any Restricted Transfers, are incorporated by reference, and are completed as follows:

(i) Module 2 applies;

(ii) in Clause 7, the optional docking clause will apply;

(iii) in Clause 9, Option 2 will apply, and will be completed and subject to Section 3 (Sub-processors) of the European Addendum;

(iv) in Clause 11, the optional redress language will not apply;

(v) in Clause 17, Option 2 will apply, and the EU SCCs will be governed by the law specified in the Agreement, provided that law is an EU Member State law recognizing third party beneficiary rights, otherwise, the laws of the applicable supervisory authority determined under Clause 13 of the EU SCCs shall govern;

(vi) in Clause 18(b), disputes shall be resolved before the courts specified in the Agreement, provided these courts are located in an EU Member State, otherwise those courts shall be the courts of the EU Member State of the applicable supervisory authority determined under Clause 13 of the EU SCCs; and

(vii) in all cases the parties satisfy any signature requirement in "Annex 1: List of Parties" to the EU SCCs by the execution of the DPA.

B. UK Personal Information. In respect of Personal Information that is protected by the UK Privacy Law, the UK SCCs will apply for any Restricted Transfers, are incorporated by reference, and are completed as follows:

(i) Table 1 of the UK SCCs is completed with the relevant information in Section 5.1(d) of the European Addendum;

(ii) Table 2 of the UK SCCs is completed with the selected modules and clauses from the EU SCCs as identified in Section 5.1(a) of the European Addendum;

(iii) Table 3 of the UK SCCs is completed with the relevant information in Sections 5.1(d) and 5.1(e) of the European Addendum;

(iv) both the importer and the exporter may terminate the UK SCCs in Table 4 of the UK SCCs in accordance with the terms of the UK SCCs; and

(v) in all cases the parties satisfy any signature requirement in UK SCCs by the execution of the DPA.