

HELLO LAMP POST SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is entered into and effective [REDACTED], by and between Hello Lamp Post Limited a company registered in England and Wales with no. 11249234), of 23 Shackleton Court, 2 Maritime Quay, London, E14 3QF ("Hello Lamp Post") and [REDACTED] of [REDACTED] ("Licensee"). Hello Lamp Post and Licensee may each be referred to herein as "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, Hello Lamp Post is engaged in the business of Citizen Engagement, as well as related services, and has created and developed a Software as a Service Citizen Engagement platform which is described in detail in the attached Exhibit A ("Solution");

WHEREAS, Licensee desires to obtain access to the Solution limited to the scope listed in Exhibit B ("Scope"); and

WHEREAS, Hello Lamp Post is willing to enter into an agreement with Licensee whereby Licensee will obtain access to the Solution.

NOW, THEREFORE, in consideration of the premises and mutual covenants of this Agreement, the Parties hereto agree as follows:

1. DEFINITIONS

Content: the content used to build out the Hello Lamp Post and included as part of the Deliverables.

Deliverable: any outputs of the Services and any other documents, products and materials provided by Hello Lamp Post to the Licensee as specified in Schedule 1 and any other documents, products and materials provided by the Licensee to the Customer in relation to the Services (excluding Hello Lamp Posts Equipment).

Product: means any software, service or product owned by or licensed to either Party and which are or have been developed independently of this Agreement (whether prior to the Commencement or otherwise).

Service: the services set out in Exhibit A, including services which are incidental or ancillary to such services.

2. LICENSE GRANT

- a. Hello Lamp Post hereby grants to Licensee, for the term of this Agreement, a nonexclusive, non-assignable, limited personal right and license to allow the Permitted Users to use the Solution for the Scope. Licensee and Hello Lamp Post will coordinate access and configuration of the Solution in connection with the Scope.
- b. No right of license is being conveyed to Licensee to use the Solution at any domain(s) other than for the Scope. Licensee is prohibited from making any copies, archival or otherwise, of the Solution or its source code. Licensee is further prohibited from using the Solution in any manner other than as described above.

3. LICENSOR'S RESPONSIBILITIES

- a. Hello Lamp Post shall provide Licensee with the Solution.
- b. Hello Lamp Post shall use reasonable efforts to make the Solution available twenty-four (24) hours per day, seven (7) days a week, excluding:
 - i. Scheduled downtime for systems maintenance, including without limitation diagnostics, upgrades, and operations reconfiguration.
 - ii. Unscheduled downtime caused by other forces beyond the immediate control of Hello Lamp Post, including software defects, hardware failures, power failures or downtime caused by Licensee's network or the Internet.
- c. Support and maintenance of the Solution shall be provided by Hello Lamp Post in accordance with the provisions of Exhibit C of this Agreement.

4. LICENSEE'S RESPONSIBILITIES

- a. Licensee shall not, nor permit any third party to: (a) copy the Solution; (b) modify, translate or otherwise create derivative works of the Solution; (c) disassemble, decompile or reverse engineer the object code or source code of the Solution; (d) publish, or otherwise make available to any third party, any benchmark testing information or results.
- b. Licensee will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Hello Lamp Post. Licensee represents and warrants it has the legal right to provide the Content to Hello Lamp Post and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Licensee grants Hello Lamp Post a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Hello Lamp Post is free to use without any further permission or consideration to Licensee. In addition, Content does not include data generated by use of the Products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Hello Lamp Post for any and all business purposes including diagnostics and system and product improvements.
- c. Sign-on credentials used to access the Products are non-transferable. Licensee is responsible for keeping all passwords secure and for all use of the Products through Licensee's sign in credentials.
- d. Cooperation. Licensee will provide any assistance reasonably required by Hello Lamp Post to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Licensee's offices for Services performed onsite.

5. COMPENSATION

- a. In consideration for the license granted hereunder and during the Initial Term of the Agreement and for each Extended Term, Licensee agrees to pay to Hello Lamp Post the fees recited in Exhibit B (the "User Fees").
- b. Unless otherwise stated, Hello Lamp Post's fees are inclusive of all taxes, levies, duties or similar

governmental assessments of any nature with the exception of UK value added tax which (where applicable) shall be added in accordance with prevailing legislation.

- c. Administrative responsibility including generating invoices and accepting and collecting payments may be performed by Hello Lamp Post Limited. or any subsidiary company This does not change the obligations of Hello Lamp Post Limited. under this Agreement.

6. INTELLECTUAL PROPERTY

Hello Lamp Post and its licensors (if any) exclusively own all intellectual property rights, title and interest in any ideas, concepts, know-how, documentation or techniques Hello Lamp Post provides under this Agreement, and all technology available on Hello Lamp Post's Servers. Licensee agrees and acknowledges that no title to the Solution or any aspect of the Solution shall pass to Licensee under this Agreement.

7. PERMITTED USERS

Licensee shall identify Licensee employees who are Permitted Users and who will receive passwords and keys (as applicable) to use the Solution for the purposes permitted by this Agreement including configuration for use with the Scope. Licensee shall provide to Hello Lamp Post a list of such Permitted Users and shall provide periodic updates as necessary. Licensee will take such actions as are necessary in order for it to maintain the confidentiality of, and prevent the unauthorized use of, each password and key. Licensee will immediately notify Hello Lamp Post in writing if Licensee determines, or has reason to believe, that an unauthorized party has gained access to a password or key. Licensee authorized Hello Lamp Post to rely upon any information and/or instructions set forth in any data transmission using the assigned password or key, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of Hello Lamp Post. Use of the assigned password or key, whether or not authorized by Licensee, shall be solely the responsibility of and the risk of Licensee.

8. CONFIDENTIALITY

- a. "Confidential Information" shall mean any confidential technical data, trade secret, know-how or other confidential information disclosed by any party hereunder in writing, orally, or by drawing or other form and which shall be marked by the disclosing party as "Confidential" or "Proprietary." If such information is disclosed orally, or through demonstration, in order to be deemed Confidential Information, it must be specifically designated as being of a confidential nature at the time of disclosure and reduced in writing and delivered to the receiving party within fourteen (14) days of such disclosure.
- b. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is known to the receiving party at the time of disclosure or becomes known to the receiving party without breach of this Agreement; (ii) is or becomes publicly known through no wrongful act of the receiving party or any subsidiary of the receiving party; (iii) is rightfully received from a third party without restriction on disclosure; (iv) is independently developed by the receiving party or any of its subsidiaries; (v) is furnished to any third party by the disclosing party without restriction on its disclosure; (vi) is approved for release upon a prior written consent of the disclosing party; (vii) is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.
- c. The receiving party agrees that it will not disclose any Confidential Information to any third party and will not use Confidential Information of the disclosing party for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement and for a period of three (3) years thereafter, without the prior written consent of the disclosing

party. The receiving party further agrees that Confidential Information shall remain the sole property of the disclosing party and that it will take all reasonable precautions to prevent employees from disclosing any Confidential Information. No license shall be granted by the disclosing party to the receiving party with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein.

- d. Upon the request of the disclosing party, the receiving party will promptly return all Confidential Information furnished hereunder and all copies thereof.
- e. Either party may disclose information concerning this Agreement as required by the rules, orders, regulations, subpoenas or directives of a court, government or governmental agency, after giving prior notice to the other party.
- f. If a party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential Information hereunder, the non-breaching party shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages notwithstanding anything to the contrary contained herein.

9. INDEMNIFICATION

- a. By Hello Lamp Post:
 - i. Hello Lamp Post will defend, indemnify and hold Licensee harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Licensee and when used in accordance with this Agreement, violates a valid U.K. copyright or U.K. patent issued as of the date of the applicable Agreement (a "Claim").
 - ii. To the extent permitted by applicable law, Hello Lamp Post will have control of the defense and reserves the right to settle any Claim. Licensee must notify Hello Lamp Post promptly of any Claim and provide reasonable cooperation to Hello Lamp Post, upon Hello Lamp Post' request and at Hello Lamp Post' cost, to defend such Claim. Hello Lamp Post will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without the indemnified party's prior consent. Licensee may elect to participate in the defense of any claim with counsel of its choosing at its own expense.
 - iii. If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Hello Lamp Post reasonably believes the Products or Deliverables may be subject to such a Claim, Hello Lamp Post reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement with respect to the affected Hello Lamp Post Product or Deliverable and refund to Licensee any prepaid fees for the then-remaining portion of the Agreement.
 - iv. Hello Lamp Post will have no obligation to indemnify, defend, or hold Licensee harmless from any Claim to the extent it is based upon: (i) a modification to the Hello Lamp Post Product or Deliverable by anyone other than Hello Lamp Post; (ii) a modification made by Hello Lamp Post pursuant to Licensee's required instructions or specifications or in reliance on materials or information provided by Licensee; (iii) combination with the

Products or Deliverable with non-Hello Lamp Post software or data; or (iv) Licensee's (or any authorized user of Licensee) use of any Products or Deliverables other than in accordance with this Agreement.

- b. By Licensee:
 - i. Licensee shall indemnify, defend, and hold harmless Hello Lamp Post from and against any Losses resulting from or arising out of any Claim brought against Hello Lamp Post alleging Licensee's violation of applicable laws in connection with Licensee's use of the Content, Services or Products.

10. LIMITATION OF LIABILITY

- a. Except as set out in 10 (d) below, each party's total liability, in tort (including negligence), contract or otherwise relating to this Agreement, will be limited to 110% of the amount of subscription fees payable by Licensee to Hello Lamp Post under such Agreement in the six (6) months preceding the claim. However, if Licensee has paid no fees under the terms of an Order in the twelve (12) month period preceding the date of the incident giving rise to the Claim, the aggregate liability of Hello Lamp Post to Licensee for such Claim shall not exceed GBP £5,000.
- b. Except as set out in 10 (d) below, under no circumstances will either party be liable for any: (i) loss or damage to profits, sales, business, goodwill or anticipated savings; or (ii) business interruption or lost data; or (iii) punitive, special, consequential, incidental or indirect damages; even if such party has been advised of the possibility of such loss or damage.
- c. The maximum liability set forth in Section 10(a) does not apply to: (i) Licensee's obligations to pay amounts due under the agreement; or (ii) either party's breach of section 19(i) (Applicable Law).
- d. Nothing in this Agreement will exclude, limit or restrict either party's liability for: (i) death or personal injury resulting from the negligence of a party; (ii) fraud or fraudulent misrepresentation; (iii); a breach of Section 7 (Confidentiality) (iv) any other cause of action which cannot be limited or excluded under applicable law. In addition, nothing in this Agreement will exclude, limit, or restrict Hello Lamp Post' infringement indemnification obligations set forth in Section 9 (Indemnification).

11. TERM

Licensor agrees to supply the services as outlined in Exhibit B, and you agree to accept the services for the period as set out in Exhibit B (the "Initial Term").

12. FEES

Licensee will pay all fees, costs and other amounts as specified. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in Exhibit B. Hello Lamp Post may suspend Licensee's access to any Products if there is a lapse in payment not remedied promptly upon notice to Licensee. A lapse in the Term of this Agreement will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of value added tax, which, if any, will be included in the invoice. It is Licensee's responsibility to provide applicable exemption certificate(s).

13. PURCHASE ORDERS

Upon request, Hello Lamp Post will reference a purchase order number on its invoices if Licensee provides the corresponding purchase order information to Hello Lamp Post prior to generating the invoice. Licensee agrees that a failure to provide Hello Lamp Post with purchase order information will not relieve Licensee of its obligations to provide payment in accordance with this section.

14. TERMINATION

The following termination rights are in addition to the termination rights that may be provided elsewhere in the Agreement:

- a. Right to Terminate Upon Notice. Either party may terminate this Agreement on thirty (30) days' written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the thirty-day period, the breaching party fails to cure such breach.
- b. Right to Terminate for Bankruptcy. Either party may terminate this Agreement immediately if the other becomes unable to pay its debts, or enters into liquidation (except for the purpose of solvent amalgamation or reconstruction), or makes an arrangement with its creditors, or becomes subject to an administration order or a receiver or administrative receiver is appointed over all or any of its assets, or ceases or threatens to cease trading or is dissolved.

15. POST-TERMINATION RIGHTS

Upon the expiration or termination of this Agreement, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Hello Lamp Post and Licensee shall discontinue all use of the Solution.

16. DATA PRIVACY

Hello Lamp Post shall comply with the provisions of Exhibit D with regards to data privacy.

17. FORCE MAJEURE

Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

18. NOTICE

- a. Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the address specified by each party mailed by certified, registered or Express mail, return receipt requested or by Federal Express or other internationally recognised overnight courier.
- b. Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

19. APPLICABLE LAW

This Agreement shall be governed in accordance with the laws of England and Wales and the Parties hereby submit to the non-exclusive jurisdiction of the English courts.

20. AGREEMENT BINDING ON SUCCESSORS

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

21. ASSIGNABILITY

Neither party may assign this Agreement or the rights and obligations hereunder to any third party without the prior express written approval of the other party which shall not be unreasonably withheld, provided that either Party may assign without consent in the event of a merger, consolidation, reorganization, or sale of all or substantially all assets related to this Agreement.

22. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or of other provisions of this Agreement.

23. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

24. THIRD PARTY RIGHTS

No third party or other person who is not a party to this Agreement may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except to the extent stated expressly to the contrary in this Agreement.

25. INTEGRATION

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement.

Hello Lamp Post Limited.

Licensee

By: Tiernan Mines_____

By: _____

Its: CEO_____

Its: _____

Date: DD/MM/YYYY_____

Date: _____

EXHIBIT A
Hello Lamp Post (“Solution”)

Description

Hello Lamp Post will build, maintain, support and report on an instance of their platform for making physical and virtual places or objects interactive. Hello Lamp Post is an interactive service capable of sending and receiving text-based messages with users, taking contextual information (area/location, information, Frequently Asked Questions (FAQ’s) previous activity, code referenced, point in conversation) and using it to provide bespoke messages to users (the general public).

The service will send users custom messages based in-part on submissions from previous user conversations, a pre-built knowledge base and AI capabilities. There will be a robust moderation mechanic employed that ensures users won’t receive inappropriate material.

What’s included in this contract:

- Implementation and backend setup
- Signage design in line with desired branding guidelines
- Best practices and recommendations for materials, sizes, and locations to activate
- Marketing & PR assets & support
- Ongoing support and account management
- Engagement Hub data dashboard
- Data analytics and reporting services

ADD SPECIFIC DETAIL HERE

EXHIBIT B
Scope and User Fees

Scope

[Enter applicable scope limitation (e.g., number of signs, instances etc)]

Licence Fee: £

The Licence Fee shall be invoiced annually in advance unless otherwise specified by Licensee. The Licensee will pay each of Hello Lamp Post's correct invoices within 14 days after the Licensee's receipt of each invoice.

Initial Term: [DD/MM/YYYY] – [DD/MM/YYYY]

One Time Set-Up Fee: £

The Set-Up Fee shall be invoiced upon Licensee's authorisation to proceed with the set-up of the Solution.

[DELETE AS REQUIRED]

Additional Terms

Additional Term: [DD/MM/YYYY] – [DD/MM/YYYY]

Additional Term Licence Fee: £

EXHIBIT C

Service Level Agreement

1. Technical support. Hello Lamp Post agrees to provide Licensee with complete technical support. Regular support will be available during regular business hours, Monday-Friday; via email covering all issues. Use-based questions should be directed to Licensee's account manager who will escalate questions to technical personnel as necessary.

EXHIBIT D**Data Privacy**

Party: a Party to this Agreement

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which Hello Lamp Post is bound to comply;

Hello Lamp Post Personnel: means all directors, officers, employees, agents, consultants and contractors of Hello Lamp Post and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement

DEFINITIONS USED IN THE GDPR TERMS:

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 (subject to Royal Assent) to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR;

Data Loss Event: any event that results, or may result, in unauthorized access to Personal Data held by Hello Lamp Post under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018;

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

LED: Law Enforcement Directive (*Directive (EU) 2016/680*);

Protective Measures: appropriate technical and organizational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

Schedule: means the schedule attached to this Annex 1 forming part of this Letter and titled: 'Schedule of Processing, Personal Data and Data Subjects'; and

Sub-processor: any third Party appointed to process Personal Data on behalf of Hello Lamp Post related to this Agreement

1. DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Licensee is the Controller and Hello Lamp Post is the Processor. The only processing that Hello Lamp Post is authorized to do is listed in the Schedule by the Licensee and may not be determined by Hello Lamp Post.
- 1.2 Hello Lamp Post shall notify the Licensee immediately if it considers that any of the Licensee's instructions infringe the Data Protection Legislation.
- 1.3 Hello Lamp Post shall provide all reasonable assistance to the Licensee in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Licensee, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 Hello Lamp Post shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with the Schedule, unless Hello Lamp Post is required to do otherwise by Law. If it is so required, Hello Lamp Post shall promptly notify the Licensee before processing the Personal Data, unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Licensee as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) Hello Lamp Post Personnel do not process Personal Data except in accordance with this Agreement (and in particular, the Schedule);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Hello Lamp Post Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with Hello Lamp Post's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with Hello Lamp Post or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Licensee or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data.

- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Licensee has been obtained and the following conditions are fulfilled:
 - (i) the Licensee or Hello Lamp Post has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Licensee;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) Hello Lamp Post complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavors to assist the Licensee in meeting its obligations); and
 - (iv) Hello Lamp Post complies with any reasonable instructions notified to it in advance by the Licensee with respect to the processing of the Personal Data;
 - (e) at the written direction of the Licensee, delete or return Personal Data (and any copies of it) to the Licensee on termination of the Agreement unless Hello Lamp Post is required by Law to retain the Personal Data.
- 1.5 Subject to clause 1.6, Hello Lamp Post shall notify the Licensee immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.6 Hello Lamp Post's obligation to notify under clause 1.5 shall include the provision of further information to the Licensee in phases, as details become available.
- 1.7 Taking into account the nature of the processing, Hello Lamp Post shall provide the Licensee with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Licensee) including by promptly providing:
- (a) the Licensee with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Licensee to enable the Licensee to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Licensee, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance, as requested by the Licensee, following any Data Loss Event;
 - (e) assistance, as requested by the Licensee, with respect to any request from the Information Commissioner's Office, or any consultation by the Licensee with the Information Commissioner's Office.
- 1.8 Hello Lamp Post shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where Hello Lamp Post employs fewer than 250 staff, unless:
- (a) the Licensee determines that the processing is not occasional;

- (b) the Licensee determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR, or Personal Data relating to criminal convictions and offenses referred to in Article 10 of the GDPR; and
 - (c) the Licensee determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 Hello Lamp Post shall allow for audits of its Data Processing activity by the Licensee or the Licensee's designated auditor.
- 1.10 Hello Lamp Post shall designate a data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, Hello Lamp Post must:
 - (a) notify the Licensee in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Licensee;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause, such that they apply to the Sub-processor; and
 - (d) provide the Licensee with such information regarding the Sub-processor as the Licensee may reasonably require.
- 1.12 Hello Lamp Post shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Licensee may, at any time on not less than 30 Working Days' notice, revise this clause 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Licensee may, on not less than 30 Working Days' notice to Hello Lamp Post, amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 The Parties agree that any term or condition of the Agreement that attempts to limit the liability of Hello Lamp Post with respect to any claims it may receive from the Licensee following any fine, costs damages, costs or any other claim (the "Losses") imposed on the Licensee from the Information Commissioner's Office (or such successor organization or regulator thereof) shall have no effect, and, accordingly, notwithstanding any other terms or conditions of the Agreement, Hello Lamp Post shall indemnify the Licensee in full for any Losses imposed on the Licensee from the Information Commissioner's Office.

Schedule of Processing, Personal Data and Data Subjects

1. Hello Lamp Post shall comply with any further written instructions with respect to processing by the Licensee.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	Hello Lamp Post will process data for the purpose of providing messages on behalf of the Licensee to their users.
Duration of the processing	The processing will be conducted while: <ul style="list-style-type: none"> • Licensee maintains a current service license • A user wishes to receive information from the Licensee • In accordance with our Data Retention Policy
Nature and purposes of the processing	<p>Hello Lamp Post will process data on behalf of the Licensee to allow them to create and distribute email, SMS and Social Media notifications to their opt-in Subscriber audience.</p> <p>Hello Lamp Post will collect and process personal data to allow the Licensee to send highly targeted digital communications to subscribers based on granular subscription preferences and associated metadata provided by the Subscriber or added into the system by the Licensee.</p> <p>Hello Lamp Post will process Subscriber requests to opt-in and opt-out of receiving alerts on behalf of the Licensee.</p> <p>Hello Lamp Post will process Licensee staff data to allow authorized personal access to the system and provide an audit trail of activity during use.</p>
Type of Personal Data	<p>The following personal data will be processed</p> <ul style="list-style-type: none"> • User SMS telephone number • Licensee staff email address, telephone number
Categories of Data Subject	<p>Data will be processed on behalf of the Licensee and only as instructed by the Licensee. The data subjects shall include Subscribers consisting of:</p> <ul style="list-style-type: none"> • Members of the Public (Users) • Stakeholders / Partner organizations • Licensee staff
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>Opt-out requests can be submitted automatically via the Hello Lamp Post platform or be submitted manually via online and offline channels for processing by our customer care team. When an opt-out request is processed the subscriber's details are removed from the Licensees account to prevent further messages being sent to that subscriber.</p> <p>Hello Lamp Post will retain some subscriber data (IP addresses, message history so this can be used for security audits and law enforcement purposes.</p> <p>When data is removed from our systems it will be processed in accordance with the data retention policy with all data being removed or anonymised programmatically from our databases and servers.</p> <p>All data will be returned to the Licensee upon termination of the contract via secure transfer. Data will be extracted in CSV format, encrypted and then supplied to the Licensee via secure FTP (or other secure method as requested).</p>