



UK G-Cloud Framework Adjutant Terms and Conditions

Document – April 2025

This standard terms and conditions Agreement (this “**Agreement**”) contains the terms and conditions that govern your access to and use of the Services and is an agreement by and between Adjutant Software Ltd (registered number 11618378) whose registered office is at 36 Albion Mill, Wedneshouse Green, Hollingworth, Cheshire, SK14 8LS. (“**Adjutant**”), and the customer identified in the Call-Off Contract which references this Agreement (“**Client**”). Adjutant and Client are each sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

1. SERVICES.

1.1 Orders. Adjutant shall provide Client access to its proprietary interactive communication solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable Call-Off Contract and the applicable Solution documentation (the “**Documentation**”). If applicable, Adjutant shall provide the training and professional services (“**Professional Services**”) set forth in the Call-Off Contract. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Adjutant shall provide the Client with login and password information for a unique web based admin panel (as defined below) and will configure the Solutions based on the receiving a logo and credentials, as applicable depending on the Solutions ordered. Unless otherwise provided in the applicable Call-Off Contract or Documentation, Services are purchased as annual subscriptions paid monthly.

1.2 Users; Contacts. “**Users**” are individuals who are authorised by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client. “**Contacts**” are individuals who Client designates as authorised to receive notifications or other communications through the Solutions and/or who provide their personal contact information to Adjutant.

2. PAYMENT TERMS.

Adjutant shall invoice Client monthly in advance for all Solutions and Professional Services, and Client shall pay the fees within thirty (30) days from date of invoice. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate permitted by the Late Payment of Commercial Debts (Interest) Act of 1998 (irrespective of whether such Act applies to this Agreement), whichever is lower. Such interest shall be in addition to any other rights and remedies of Adjutant. Unless otherwise provided, the fees set forth in the Call-Off Contract do not include any VAT or other taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Adjutant’s net income or property. If Adjutant is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.



3. RESPONSIBILITIES.

3.1 Client Data. Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Adjutant to or through the Solutions (“**Client Data**”). Client represents that it has the right to authorise and hereby does authorise Adjutant to collect, store and process Client Data subject to the terms of this Agreement. Client to maintain a copy of all Contact data it provides to Adjutant.

3.2 Use of Solutions. Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Adjutant. Where applicable, Client shall obtain the required consent of Contacts to send communications through the Solutions. Client shall use the Service in accordance with Adjutant’s then applicable Privacy Policy posted on www.adjutantsoftware.com. Client shall promptly notify Adjutant of any unauthorised use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Adjutant has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libellous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts.

3.3 Data Privacy. Adjutant shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. “**Privacy Laws**” means all U.K. and European Union, laws, treaties and regulations regarding consumer and data protection and privacy, including, the General Data Protection Regulation 2016/679 (the “**GDPR**”). For the purposes of this Agreement, Client is the data controller and Adjutant is the data processor as such terms is defined in the GDPR. To the extent that Client Data comprises “personal data” as defined under applicable Privacy Laws, Client hereby agrees that Adjutant and its affiliates are each acting as individual data processors on behalf of Client. Client instructs Adjutant to process Client Data for the following purposes: (i) processing in accordance with the Call-Off Contract; (ii) processing initiated by Client in its use of the Services; and (iii) processing to comply with other reasonable instructions provided by Client where such instructions are consistent with the terms of the Call-Off Contract. Adjutant shall, and shall procure that its affiliates, shall: (a) process Client Data in accordance with this Agreement and Client’s instructions (b) implement and maintain organisational, administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Client Data, as described in the Documentation, including, but not limited to, measures to protect against unauthorised access to or alteration, disclosure, destruction or loss of Client Data, (c) not modify Client Data, (d) not disclose Client Data except as permitted by this Agreement, and (e) not otherwise process Client Data except to provide the Services and prevent or address service or technical problems. Subject to the terms of this Agreement, Client consents to the transfer, processing, storage and access of Client Data outside of the European Economic Area to the extent necessary for the provision of the Services. Additional specific requirements with respect to the processing of Client Data subject to the GDPR are set forth in Appendix 1.

3.4 Data Security. Adjutant’s IT security and compliance program includes the following standards: reasonable and appropriate technical, organisational, and security measures against the destruction,



loss, unavailability, unauthorised access or alteration of Client Data in the possession or under the control of Adjutant, including measures to ensure the availability of information following interruption to, or failure of, critical business processes.

4. TERM.

The term of this Agreement shall begin on the “**Effective Date**” and shall expire when all underlying Call-Off Contracts with Client have expired in accordance with the terms of such Call-Off Contracts, unless terminated earlier as provided herein. Services under an applicable Call-Off Contract will begin as set forth in such Call-Off Contract and shall continue for the initial term specified therein (“**Initial Service Term**”). If a Call-Off Contract contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term (“**Renewal Term**”), unless otherwise agreed to by the parties.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that where such breach is capable of remedy, (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not remedy the breach within thirty (30) days following its receipt of such notice (the “**Notice Period**”); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

5.2 Termination or Suspension for Non-Payment. If Client fails to pay any fees or charges due within thirty (30) days of their due date, Adjutant may terminate this Agreement upon thirty (30) days prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, Adjutant may suspend Client's access to the Solutions upon written notice to Client.

5.3 Suspension. Adjutant may suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Adjutant shall use its best efforts to notify Client via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Adjutant hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any



materials made available by Adjutant; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, “**IP Rights**”), whether conceived by Adjutant alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Adjutant (for purposes of this Clause 6.3 “Adjutant” includes its affiliates) and its licensors and are protected by applicable intellectual property laws of the United Kingdom and other countries. Adjutant owns (i) all feedback (except for the Client Data) provided to Adjutant by Users, Client and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Adjutant and its respective licensors. Adjutant may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Adjutant may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. “**Confidential Information**” means all information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party’s business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party’s prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party’s cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party’s Confidential Information in the same manner that it protects the confidentiality of



its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Adjutant Warranty. Adjutant shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Adjutant shall provide 24/7/365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY ADJUTANT HEREUNDER, AND ADJUTANT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. ADJUTANT DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL ADJUTANT HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADJUTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, ADJUTANT RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Adjutant harmless against any loss or damage (including reasonable solicitors' fees) incurred in connection with any third party claim, suit or proceeding ("**Claim**") arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or any breach by Client of Clauses 3 or 6.



9.2 By Adjutant. Adjutant shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Solution as provided hereunder infringes an issued patent or other IP Right. If (x) any aspect of the Solution is found or, in Adjutant's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Adjutant will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Adjutant determines in good faith that options (i) - (iii) are not feasible, Adjutant will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Clause 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Adjutant shall have no obligation or liability for any claim pursuant to this Clause to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Adjutant to the extent the combination creates the infringement; (ii) the unauthorised alteration or modification by Client of the Solution; or (iii) Adjutant's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Adjutant Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Clause 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defence and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

10. LIABILITY LIMITS.

10.1 All warranties conditions and other terms implied by statute or common law is, to the fullest extent permitted by law, excluded from this Agreement.

10.2 Subject to Clause 10.3, neither Party shall be liable for any indirect or consequential damages.

10.3 Nothing in this Agreement shall limit or exclude liability for death or personal injury caused by negligence, fraud or any other liability which may not properly be limited or excluded by applicable law.

10.4 Subject to its indemnification obligations in Clause 9.2, and Clause 10.3, Adjutant's aggregate liability under or in connection with this agreement shall not (whether in tort, contract, breach of statutory duty or otherwise) exceed a sum equal to the amount actually paid by Client to Adjutant hereunder during the 12 month period prior to the event giving rise to such liability. Client understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.



11. INSURANCE.

Adjutant will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least £3,000,000; (ii) Professional Liability coverage with limits of at least £3,000,000. Upon request by Client, Adjutant shall provide Client a certificate of insurance evidencing such coverage.

12. MISCELLANEOUS.

12.1 Force Majeure; Limitations. Adjutant shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Adjutant's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labour problems, regional technology interruptions, or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Adjutant cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

12.2 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

12.3 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an affiliate or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganisation, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

12.4 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with English laws and the Parties submit to the non-exclusive jurisdiction of the courts of England and Wales. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

12.5 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognised overnight delivery service, or (c) by registered prepaid post to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), two (2) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Clause and identifying the effective date of such change. Adjutant may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, via email.



12.6 Marketing. Client consents to Adjutant referencing Client's name as an Adjutant Client in Adjutant publications, its website, and other marketing materials.

12.7 Rights of Third-Parties. A person who is not a party to this agreement shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

12.8 Anti-corruption. Both Parties shall comply with all applicable laws, statutes, and regulations, relating to anti- bribery and anti-corruption, including but not limited to, the Bribery Act 2010.

12.9 General. This Agreement, including its Exhibits and any Call-Off Contract, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. ADJUTANT'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

APPENDIX 1

GDPR Requirements

The following terms are incorporated by reference into the Agreement as applicable with respect to any Client Data that is subject to the requirements of the GDPR ("Covered Data").

1. Confidentiality of Processing. Adjutant shall ensure that any person that it authorises to process Covered Data (including Adjutant's staff, agents and subcontractors) (an "Authorised Person") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process Covered Data who is not under such a duty of confidentiality. Adjutant shall ensure that all Authorised Persons process Covered Data only as necessary for the purposes permitted under the Agreement.

2. Security. Adjutant shall implement appropriate technical and organisational measures to protect Covered Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "Security Incident"). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures shall include, as appropriate:

- (a) the encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- (d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

3. Sub-processing. Adjutant shall not subcontract any processing of the Data to a third party sub-processor without the prior written consent of Client, except as set forth in this Section 3. Client consents to Adjutant engaging third party sub-processors to process Covered Data provided that: (i) Adjutant provides at least thirty (30) days' prior notice of the addition or removal of any sub-processor (including details of the processing it performs or will perform); (ii) Adjutant imposes data protection terms on any sub-processor it appoints that protect Covered Data to the same standard provided for by these terms; and (iii) Adjutant remains fully liable for any breach of these terms that is caused by an act, error or omission of its sub-processor. If Client refuses to consent to Adjutant's appointment of a third party sub-processor on reasonable grounds relating to the protection of Covered Data, then either Adjutant will not appoint the sub-processor or Client may elect to suspend or terminate the Agreement without penalty.

4. Cooperation and Data Subjects' Rights. Adjutant shall provide all reasonable and timely assistance to Client (at Client's expense) to enable Client to respond to: (i) any request from a data subject to exercise any of its rights under applicable Privacy Laws (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of Covered Data. If any such request, correspondence, inquiry or complaint is made directly to Adjutant, Adjutant shall promptly inform Client providing full details of the same.

5. Data Protection Impact Assessment. If Adjutant believes or becomes aware that its processing of Covered Data is likely to result in a high risk to the data protection rights and freedoms of data



subjects, it shall promptly inform Client and (at Client's expense) provide Client with all such reasonable and timely assistance as Client may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.

6. Security incidents. Upon becoming aware of a Security Incident, Adjutant shall inform Client without undue delay and shall provide all such timely information and cooperation as Client may reasonably require in order for Client to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) applicable Privacy Laws. Adjutant shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident for which Adjutant is responsible and shall keep Client of all developments in connection with the Security Incident.

7. Disclosure to Authorities. Adjutant acknowledges that Client may disclose these terms and the data privacy provisions of the Agreement to and UK or EU judicial or regulatory body upon their request and that any such disclosure shall not be deemed a breach of confidentiality.

8. Client Data Processing.

Subject matter and duration of the processing of Client Data:

The subject matter and duration of the processing of the Client Data are set out in the Agreement.

The nature and purpose of the processing of Client Data:

Adjutant is engaged to provide services to Client which involves the processing of Client Data. The scope of the services is set out in the Agreement, and the Client Data will be processed by Adjutant to deliver those Services and to comply with the terms of the Agreement.

The types of Client Data to be processed:

Client Data may include, without limitation, name, title, job role, contact details (email address and telephone numbers), plus such other data as may be provided to Adjutant by Client.

The categories of data subject to whom the Client Data relates:

- Current and former employees of Client and Client Affiliates
- Interns, agency workers, consultants, contractors, and directors
- Any other individuals designated by Client

The obligations and rights of Client and Client Affiliates:

The obligations and rights of Client and Client Affiliates are set out in the Agreement.

The processing operations carried out in relation to the Client Data:

- collecting and recording the data
- hosting the data
- organising the data
- altering or correcting the data
- consulting or retrieving the data



- disclosing or transferring the data
- deleting the data

in each case for the purposes of providing services to Client, the scope of which are set out in the Agreement.