



Moodle LMS Hosting Agreement and Contract

This Agreement is between:

1. AdaptiVLE Ltd, Broughton Hall, The Water Mill, Water Mill Park, Skipton BD23 3AG "The Host"
- and;
- 2., "The Client"

Where:

1. The Host is an online training, LMS, development and hosting service business offering Moodle LMS services to clients using all appropriate providers connected to the world wide web via the internet.
2. The Client wishes to use The Host's service to host The Client's Moodle-based website for 12 months. The Client acknowledges that they have read, understood, and agreed to these Website Agreement Contract Hosting Terms and Conditions to the exclusion of all others.

It is agreed as follows:**Definitions and Interpretation:**

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- "Account" means the details of the Client that are required and held by the Host to facilitate the provision of the Service to the Client, including, but not limited to, identification and location details, payment details, username and password, and details of the Service provided to the Client
- "Business Day" means a day on which Banks are open for business in London but excludes Saturday, Sunday and any other day which is a legal holiday in London.
- "Client Website" means the website the Host is hosting for the Client and refers to all parts of that website, including, but not limited to, component files and related services such as email.
- "Fee" means the sum the Client pays the Host to receive the Host's Service.
- "Hosting Hardware" means all computer and networking used by the Host in providing the service, including, but not limited to, servers and network infrastructure.
- "Hosting Package" means one of the service packages offered by the Host and generally refers to the package offered to the Client.
- "Hosting Software" means all software the Host uses to provide the service.
- "Intellectual Property" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, services marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information and any other intellectual

property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world as at the date of the Agreement or in the future.

- “Order” means an order placed by the Client with the Host for the provision of the service
- “Service” means the collective components of the Host’s hosting service which includes, but is not limited to, the provision of internet connectivity, bandwidth, website storage, software, DNS services, email accounts and data backups, in combination with the Client’s hosting package and can refer either to those components as a whole or to specific parts as the context may require.

The clause headings used in this Agreement are used for convenience only and are not intended to affect the meaning or interpretation of the terms of this Agreement.

Once the Client’s order has been placed and processed, the Host will use its best endeavours to commence service provision as soon as reasonably possible.

The Host may, in its sole discretion, alter, improve or otherwise modify the service provided that any such change will not significantly alter the provision of the service to the Client or result in the removal of any features or services that change and will receive full documentation of any action required on their part. All data will always remain in the UK only.

No alterations to the service shall affect the fees payable by the Client during their contractual period unless the Client has requested the changes. In this case, the Host will provide a cost quotation for approval before making the change.

The Host may take any action necessary to address or repair faults in Hosting Hardware or Host Software without any prior notice to the Client. If such faults or remedial action interrupt the service's provision, the Client will be notified at the Host’s earliest convenience via email.

What is included:

- Fully scalable cloud-hosted Moodle solution
- Branded Moodle Theme
- Third-party Moodle plugin installation
- Hosted in the Uk in GDPR-approved data centers
- Upgrades to the Moodle core application, incremental patches and 2 major version upgrades per annum.
- Email and telephone support for up to 4 named administrators. This is for core platform support only; a separate support agreement must be in place for any additional custom development, specialised training and other services that fall outside standard technical support.
- General updates and maintenance of the server architecture that runs the Moodle platform
- Full server backups
- Scheduled Course Backups
- Off-site nightly backups
- Disaster Recovery

Backups and Disaster Recovery (DR)

- We take daily Moodle backups
- We take daily server snapshots stored within our data center - DR time is less than 4 hours to restore a server.

Service Level Agreement

Accessible (24) hours a day, seven (7) days a week, with a 99.9% guaranteed uptime. Unavailability is a condition in which a Customer End User cannot access the service due to a hardware failure or sustained packet loss in excess of fifty (50) per cent or at least fifteen (15) consecutive minutes other than scheduled maintenance.

Length of Unavailability per calendar month	Service Credit
1 to 4 hours of aggregate unavailability below 99.7%	1 day service fees credited
4 to 48 hours of aggregate unavailability below 99.7%	2 days' service fees credited
48 to 96 hours of aggregate unavailability below 99.7%	5 days service fees credited

Availability of Service

The Host will use its reasonable endeavours to ensure that the service is provided to the Client on a constant, uninterrupted basis throughout the term of this Agreement.

Where the service is unavailable for more than two hours, the Host will contact the Client and provide reasons for the interruption or, where this is not possible due to an undiagnosed problem, state that the problem is undiagnosed but is being investigated.

Whilst the Host will use reasonable endeavours to ensure the integrity and security of the Hosting Hardware, the Host does not guarantee that the Hosting hardware will be free from unauthorised users or hackers.

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Where service interruption due to Hosting hardware failure cannot be remedied within two business days, the Host, with the consent of the Client, shall endeavour to transfer the Client's website to alternative Hosting Hardware to restore the provision of the service.

Where the Client and/or the Client's users are unable to access/use the Client's Website, the Client shall first ascertain whether the inability to access/use is caused by a failure on the part of the Client's and/or its users' internet service provider and/or equipment. After performing these checks, the Client shall contact the Host.

Where the provision of the service is interrupted through the fault of any third party, the Host shall bear no responsibility or liability. Where it is subsequently established that fault does not lie with the Host but with the Client's and/or its users' internet service provider and/or equipment, the Host reserves the right to charge the Client such reasonable cost as the Host may have incurred.

Hosting Location

- Our hosting provider is fully GDPR compliant and based in the UK only.
- Our hosting/data centers are EU-US Privacy Shield protected which allows to lawfully transfer personal data between systems when required by our clients.
- All of our data centers are ISO/IEC 27001:2013 certified.
- We only transmit data via IPv6 and SSL.
- Our default data center is located in Slough, UK. Equinix's LD5 data center Equinix, Inc SL1 0QU Slough Berkshire, United Kingdom

Outages

If a System Outage (as defined below) occurs, AdaptiVLE Ltd. will notify the Customer's designated technical contact via email. This notice will include the reason for the System Outage and the estimated time for restoration of the Service if AdaptiVLE Ltd. knows this information when it gives this notice. For purposes of this Schedule, a "System Outage" shall mean the Customer's complete inability to access the cloud service.

Following recovery from any particular System Outage, AdaptiVLE Ltd. will provide the Customer with a post-incident summary that will include:

- Cause of the System Outage (if determined)
- The method used to correct the problem
- Measures AdaptiVLE Ltd will take to prevent similar System Outages in the
- future (if any)

Upon receipt of notification of a problem with the cloud service, AdaptiVLE Ltd. will investigate the problem and determine if a System Outage exists. If a System Outage exists, AdaptiVLE Ltd. will provide the client with a time estimate for the resolution of the problem, if known at that time. AdaptiVLE Ltd. will promptly commence remedial activities and use commercially reasonable efforts to resolving the System Outage within the time estimate provided to the Customer.

Monitoring and Performance

AdaptiVLE Ltd will provide the client with reports on SaaS Service usage, including storage utilisation and observed Active Users. Upon request, AdaptiVLE Ltd. will provide the client with a report of any System Outages and infrastructure changes for the previous 30 days.

That report will include the following:

- Specific System Outage Details:
 - Time of outages
 - Length of outages
 - Affected areas
 - Length of outages
 - Affected areas
- Reason for outage (if determined)
- Customer contact notified (if any)
- Remedy to prevent outage recurrence (if any)
- Changes in infrastructure

Technical support via email help desk system

SLA for Support Requests

The Client has access to an email-based help desk support system available 24/7. The SLA on a ticket is determined by the severity/importance of the ticket outlined below:

Severity Level	What this includes	SLA
1 - High	The system is down or unavailable to end-users or there is a bug in the system which is adversely affecting core functionality.	Ticket received and actioned the same day
2 - Medium	Minor bugs or requests that are affecting performance or functionality	Ticket received and actioned within 1-2 days

3 - Low	General Help and Support Queries (Standard Support Requests)	Ticket received and actioned within 2-3 Days
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All support requests must go through our help desk system to monitor the ticket's progress, improve communication and meet our promised SLA.

Clients must email team@adaptive.co.uk **or**

Clients can call us directly on: **0113 833 0261**.

However, we may still ask that a ticket be raised so we can monitor our SLA.

Paid-for Support

As part of our general Moodle hosting services, we provide technical support for issues related to platform stability, bug resolution, and server operations to ensure Moodle functions reliably and securely. This includes addressing software bugs, server downtime, and operational issues directly impacting the platform's performance.

However, general application support, such as assistance with Moodle configuration, customisation, course

creation, or user training, is not included under standard technical support. To address these needs, we include a pre-paid bundle of support hours, which can be used at the client's discretion for tasks such as minor customisations, administration, guidance and implementing new features, or providing staff training. Additional application support beyond the pre-paid hours is available at our standard hourly rate. This distinction ensures clarity between hosting-related technical support and broader application support needs. For this contract, The Client has **20-hours** to use before the contract ends in **12-months**. Hours do not roll over.

Fees and Payment

Fees for the continued hosting package offered by the Host are as quoted below and may include adjustments for inflation (you will be notified in advance). Contracts are typically for 12-months.

All fees are payable in a single amount within 30 days of the date on the invoice provided.

AdaptiVLE Ltd. reserves the right to stop work until payment is received and withdraw our work. We will not transfer ownership of our work until payment has been received in full.

Collection Costs

If we incur legal fees, costs and disbursements to collect our invoices, you agree to reimburse us for these expenses.

This charge is to cover the manpower, interest, and other costs of the Host pays for carrying overdue invoices. In addition, the Host reserves the right to stop work until payment is received and withdraw their work. The Client website may be temporarily disabled, and an administration fee charged of £50 to re-enable the website.

In the event that the Host incurs legal fees, costs and disbursements in an effort to collect its invoices, in addition to interest on the unpaid balance, the Client agrees to reimburse the Host for these expenses.

The Host may at any time change the price of its Hosting packages, however, the Client will not be subject to any additional charges or refunds during the contracted year.

Changes to this Agreement

The Host reserves the right to change the terms of this Agreement and all other terms and conditions and policies which may affect Clients to comply with changes in the law.

The Client will be informed of any such changes and shall be deemed to be bound by them one calendar month after receiving the notice.

If the Client disagrees to be bound by the changes, they may terminate this Agreement in accordance with its term and termination clause.

Client Undertakings and Obligations

The Client may not use the Service or any other Hosting Hardware and Hosting Software for any unlawful or otherwise inappropriate purposes. This includes, but is not limited to:

- Distribution of viruses, spyware, malware, or any other form of code designed to cause harm or nuisance to hardware or software or to obtain data without consent
- Distribution of large volumes of unsolicited email (spam) to recipients.

All complaints made to the Host of such activity will be investigated and may result in immediate suspension or cancellation of service at the Host's sole discretion.

The Client may not use their website to link to any other sites or systems hosting any material described above.

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The Client will monitor and supervise any and all third-party activity on their website (including communications systems such as forums). Any third-party activity that may fall within the criteria above must be stopped or removed as appropriate.

The Client must ensure that any and all activity conducted through the Client's website in relation to the collection of personal information complies with the provisions of the General Data Protection Regulation (GDPR).

The Client is responsible and accountable for all activity relating to their website and the Service that is carried out by third parties on their behalf.

The Client will use its best and reasonable endeavours to supply all information required to facilitate the provision of the service to the Host in a timely fashion.

Intellectual Property and Proprietary Rights

The Client will not acquire ownership rights over any of the Host's Intellectual Property in or in relation to the service or relation to any other property owned by the Host.

The Host will not acquire ownership rights over any of the Client's Intellectual Property in the Client's Website or any other material belonging to the Client.

In consideration of the fees and payment paid in full by the Client to the Host, the Host grants to the Client a non-exclusive licence to use any hosting software issued and authorised by the Host for use by the Client for the Client's website.

The Client may not use the hosting software for any other purpose other than as specified in this Agreement without the prior written consent of the Host, and the Client acknowledges that additional fees may be payable on any change of use approved by the Host.

The Client agrees to fully indemnify the Host against all costs, expenses, liabilities, losses, damages, claims and judgements that the Host may incur or be subject to as a result of the infringement of any Intellectual Property infringement owned by third parties arising from:

- The provision of the service by the Host is based on information and material provided by the Client.
- Any inability on the part of the Client to use the service
- Any damage or loss resulting from the loss of confidentiality caused by the storage of information on the internet.
- A data breach via a hack would not be committed knowingly by the host. A hacked data breach would be an external hack from an outside third party.

Nothing in this clause or in this Agreement shall exclude the Host's liability for fraudulent misrepresentation.

Warranties and Disclaimer

Subject to the provisions of this Agreement, the Host gives no warranty, express or implied, in connection with the service as to fitness for purpose, quality, non-infringement or merchantability.

Both parties warrant that they are authorised and permitted to enter into the Agreement and have obtained all necessary permissions and approvals.

Indemnities and Limitations of Liability

The Client will fully indemnify the Host against all costs, expenses, liabilities, losses, damages and judgements that the Host may incur or be subject to as a result of any of the following:

- The Client's misuse of the service
- The Client's breach of this Agreement
- The Client's negligence or other act of default
- The Activities of third parties are conducted on the Client's website using facilities such as blogs forums and chat.

Neither party shall be liable to the other under this Agreement in contract, tort, or otherwise (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for any loss of business, contracts, profits or anticipated savings or for any indirect or consequential or loss whatsoever.

The Client agrees to indemnify the Host against any claims, damages, losses, costs and expenses which the Host may sustain or incur in relation to any content and materials which the Client provides, such indemnity applying in respect of any claims for any breach of applicable law or regulation or any infringement of any intellectual property rights.

The Host agrees to indemnify the Client against any claims, damages, losses, costs and expenses which the

Client may sustain or incur in relation to breaches of the Confidentiality and Intellectual Property Rights clauses of this Agreement committed knowingly by the Host.

Neither the Host nor the Client shall be liable for breaching this Agreement where that breach results from Force Majeure.

Force Majeure refers to any event that is beyond the reasonable control of the parties and includes, but is not limited to, acts of God; acts of war; national emergencies; governmental action; union action; civil unrest; fire; explosion; flood and theft.

Term and Termination

The initial period of service provision will commence on the date that the Client's website goes live. This term shall last for one year, subject to the termination provisions below.

Subsequent periods of service provision shall last for one year and will follow on

from a previous year, without interruption, subject to the fulfilment of the Client's obligations under this Agreement's fees and payment clause.

All subsequent periods are subject to the termination provisions below.

Either party may terminate this Agreement immediately if:

- Either party commits a serious, grave or material breach or persistent breaches of this Agreement, including non-performance, default or neglect of its duties, responsibilities and obligations under this Agreement
- Such breach remains unremedied for 30 days from the written notice given by the other party specifying the breach and requiring its remedy.
- Such breach is not capable of remedy.
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The Host reserves the right to terminate this Agreement at any point with one month's notice at the Host's discretion, or The Host reserves the right to terminate this Agreement or to suspend the Service in the following circumstances:

- If the Client fails to pay fees due under the Fees and Payment Clause of this Agreement
- If the Client is in breach of the terms of this Agreement; or
- If the Client becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986
- If the Client is unable to pay its debts within the definition of Section 123 of the Insolvency Act 1986
- If the Client has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order

The Client may request the termination of the service and this Agreement by written notice one month in advance. The following shall apply to such situations:

- Any issuing of refunds is at the sole discretion of the Host

It is hereby declared that the foregoing paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other.

This Agreement sets out the entire contract and understanding of the parties and is in substitution of any previous written or oral Agreements between the parties.

Exit Strategy and deletion of personal data

Upon successful conclusion of the contract, all data held by adaptiVLE shall be deleted from our servers and IT infrastructure, including all cloud records. Should the client wish to move their website hosting away from adaptiVLE Ltd, then full backups of the entire website, including all course code that is Open Source, shall be made available to the client as a zip file in a secure, password-protected location. The client will then be able to download the source code and database file to install the website with another website provider (host). There will be no charge for this service. The backup files will be held for 1 month (30 calendar days) to provide sufficient time for the client to download the data.

Jurisdiction

This Agreement shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Mediation

If at any time any question, dispute or difference whatsoever shall arise as to the formation, meaning, operation, validity or effect of the Agreement or the rights, duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of the Agreement, either party may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to a mutually agreed Third-Party Mediator within fourteen days of such notice.

If at any time any question, dispute or difference whatsoever shall arise as to the formation, meaning, operation, validity or effect of the Agreement or the rights, duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of the Agreement, either party may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to a mutually agreed Third-Party Mediator within fourteen days of such notice.

Arbitration

If an attempt at Mediation should fail then the dispute or difference shall be referred to the arbitration of a single arbitrator to be agreed upon by the parties within fourteen days of the failure of such an attempt, or in default of such agreement, to be nominated by the President for the time being of the Law Society of England and Wales such arbitration to be conducted in accordance with the Arbitration Act 1996.

Third-Party Rights

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

Agreement

This certifies that AdaptiVLE Ltd (The Host) and The Client agree to this Moodle Hosting Agreement.

Accepted By: Lewis Carr

Accepted By:

Date:

Date:

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Data Processing Agreement

This Data Processing Agreement ("Agreement") forms part of the Contract for Services ("Principal Agreement") between

(the "Company")

And

adaptiVLE Ltd

(the "Data Processor")

(together as the "Parties")

WHEREAS

(A) The Company acts as a Data Controller.

(B) The Company wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.

(C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all Schedules;

1.1.2 "Company Personal Data" means any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Principal Agreement;

1.1.3 "Contracted Processor" means a Subprocessor; 1.1.4 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 "EEA" means the European Economic Area;

1.1.6 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.8 "Data Transfer" means:

1.1.8.1 a transfer of Company Personal Data from the Company to a Contracted Processor; or

1.1.8.2 an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.9 "Services" means the Moodle hosting & support services the Company provides.

1.1.10 "Subprocessor" means any person appointed by or on behalf of the Processor to process Personal Data on behalf of the Company in connection with the Agreement.

1.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

2.1 Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and

2.1.2 not Process Company Personal Data other than on the relevant Company's documented

instructions. 2.2 The Company instructs Processor to process Company Personal Data.

3. Processor Personnel

Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of

confidentiality.

4. Security

4.1 Taking into account 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, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, the Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1 Processor shall not appoint (or disclose any Company Personal Data to) any Subprocessor unless required or authorized by the Company.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

7. Personal Data Breach

7.1 Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Processor shall co-operate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment

Data Protection Impact Assessment and Prior Consultation Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Company Personal Data

9.1 Subject to this section 9 Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data.

9.2 Processor shall provide written certification to Company that it has fully complied with this section 9 within 10 business days of the Cessation Date.

10. Audit rights

10.1 Subject to this section 10, Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

10.2 Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

11.1 The Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Company. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. General Terms

12.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law;
- (b) the relevant information is already in the public domain.

12.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

13. Governing Law and Jurisdiction

13.1 This Agreement is governed by the laws of England.

13.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of England, subject to possible appeal. IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.