Terms and Conditions

BACKGROUND

A. PCMIS Health Technologies Ltd (the "Provider") offers the patient case management information system (PCMIS), a data collection web-based platform solution as a service.

B. The Client (the "Client") desires to take a licence to PCMIS and receive services from the Provider on the terms contained herein.

The Parties (each a "Party" and together the "Parties"), intending to be legally bound, agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The following defined terms shall have the meanings given:

"Authorised Officers"	The designated officers named in Schedule 1 who have authority of the Parties to meet and endeavour to settle disputes in accordance with clause 11.
"Business Day"	A day (other than a Saturday, Sunday, or public holiday in England) on which the banks in London are generally open for business.
"Client Data"	Data belonging to the Client, which is collected and stored within the Software including Personal Data.
"Commencement Date"	Service Start Date.
"Confidential Information"	Information which has been designated as confidential by the disclosing Party or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, goods, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of the

	disclosing Party and its affiliates, all Personal Data and Special Category Data (as defined in the Data Protection Laws), Client Data and commercially sensitive information.
"Data Protection Laws"	Means: (a) the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, all as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) EU Exit Regulations 2019; (b) to the extent applicable, the GDPR; (c) any other directly applicable laws or regulations relating to data protection and privacy; and (d) applicable guidance and codes of practice issued by a data protection or privacy regulator; as amended from time to time or replaced by successor legislation, regulation, guidance or codes of practice.
“Fees”	The amount set out in the Quotation issued by the Service Provider and accepted by the Client in accordance with clause 4.
“FOIA”	The Freedom of Information Act 2000, any subordinate legislation made under that Act from time to time, the Environmental Information Regulations 2004 No. 3391, and any guidance or codes of practice issued by the Information Commissioner.
“Force Majeure Event”	An occurrence or circumstances reasonably beyond the control of an affected Party, including, but is not limited to, acts of God, riots and insurrection, war, acts of terrorism, accidents, fire, strikes and other labour difficulties (whether or not, in respect of any such labour difficulties, the affected Party is in a position to settle the matter), embargoes, judicial or government action, acts of civil or

	military authority, or national or regional health epidemics.
"GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).
"Insolvency Event"	An event where a Party passes a resolution, or the court makes an order that: (a) the Party be wound up (otherwise than for the purpose of a bona fide and solvent reconstruction or amalgamation); or (b) a receiver, manager or administrator on behalf of a creditor is appointed in respect of all or part of the business of the Party; or (c) circumstances arise which entitle a court or creditor to appoint a receiver, manager or administrator or which entitle the court (otherwise than for the purpose of a solvent and bona fide reconstruction or amalgamation) to make a winding up order; or (d) the Party ceases to trade or is unable to pay its debts within the meaning of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.
"Intellectual Property Rights"	Patents, rights to inventions, trademarks and service marks, rights in semiconductor chip topographies, design rights (whether registerable or not), applications for any of the foregoing, copyrights, database rights, know-how, trade or business names and other similar rights or obligations whether registerable or not in any country.
"Quotation"	The document issued by the Service Provider to the Client in advance of commencement of this Agreement (or on renewal) setting out the cost and scope of the services.
"Services"	Access to the Provider's web-based case management system, which supports mental health services in collecting, tracking and analysing their client data.

“Software”	The data collection tool, provided as a web-based platform called PCMIS.
“Term”	Duration of the Services from the service start date to the service end date.
“User(s)”	A user of the Software and/or Services who is an employee, agent or independent contractor of the Client and who the Client has given permission to use the Software and/or Services in accordance with this Agreement and, exceptionally, those acting with the user’s explicit authorisation.

1.2. In this Agreement references to the singular include the plural and vice versa; references to any one gender incorporate references to all genders; and references to persons include corporate bodies, unincorporated associations, partnerships, and individuals.

1.3. Any terms and conditions printed on the Client’s order forms or in the correspondence of either Party or elsewhere or implied by trade, custom or course of dealing are hereby expressly excluded.

2. PROVISION OF SERVICES

2.1. Subject to the Client paying the Fees, the Provider shall provide the Services during the Term on a non-exclusive basis.

2.2. The Provider hereby grants to the Client a limited, non-exclusive, non-transferable licence (without the right to grant sub-licences) to use the Software for its internal business purposes related to the Services for the Term.

3. PERMITTED USE OF THE SERVICES

3.1. The Client shall only use the Services for the Client’s own data processing. The Client shall not provide or make available the Services to any third party.

3.2. The Client shall ensure that access to the Services and Software is only available to its Users subject to their compliance with the terms of this Agreement and solely in connection with the provision of the Services and not for the Client or the User’s own benefit. The Client will use all reasonable endeavours to prevent access to a User who is a contractor or agent to the Client but is an employee of a company that provides services substantially similar to those offered by the Provider under this Agreement.

3.3. The Client shall not and shall ensure that its Users do not reverse-engineer or decompile or access all or any part of the Services or Software, with the intention to obtain information about the functioning or operation of the Services, including the Software.

3.4. The Client shall not use the Services or the Software in any way which is unlawful, illegal, fraudulent or harmful.

3.5. The Client shall ensure that no employee, contractor, or agent of the Client jeopardises the integrity of the Software and associated data, and does not access, copy, modify or disseminate information which is not solely intended for their use in connection with the provision of the Services.

3.6. The Client shall ensure that any usernames or resources allocated will be used only by the User.

4. PAYMENT

4.1. In consideration of the Services and access to the Software, the Client shall pay the Fees.

4.2. For the initial Term, the Provider will issue a Quotation to the Client. Following acceptance of a Quotation by the Client an invoice for the annual Fee will be sent in advance of the Commencement Date and will be payable by the Client in accordance with clause 4.3.

4.3. The Client shall pay the Provider's invoices within thirty (30) calendar days of the invoice date to the Provider's designated bank account.

4.4. All amounts shall be paid in pounds sterling (GBP).

4.5. All amounts are exclusive of VAT which, if applicable, shall be additionally charged.

4.6. For subsequent twelve (12) month periods of access to the Service and the Software, the Provider shall send a Quotation to the Client not less than four (4) months prior to the expiry of the current term confirming the Fees that would be due in the subsequent twelve (12) month period. The Provider shall then send an invoice to the Client not less than thirty (30) days prior to the expiry of the then current twelve (12) month period. Payment must be made within thirty (30) days of receipt of the invoice in order for provision of the Service to continue without interruption.

5. WARRANTIES

5.1. The Provider warrants that:

5.1.1. the Services shall reasonably conform, in all material respects, to the specifications stated in Services;

5.1.2. it will use reasonable care and skill in the performance of the Services; and

5.1.3. it does not have actual knowledge that the Software infringes the rights of any third party.

5.2. The Provider shall not be held responsible for failure or degradation in service, of any third party network infrastructure, outside of the control of the Provider.

5.3. The Provider does not warrant that the Software is free from minor errors that do not materially affect its performance.

5.4. To the fullest extent permitted by law, the Provider excludes all other representations, warranties, and conditions (whether express or implied by law), including, without limitation, the accuracy, quality, or fitness for purpose of the Services and the Software.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Under this Agreement, the Client shall be granted a licence in accordance with clause 2.2 to use the Software.

6.2. The Client represents and warrants that it shall not infringe the Intellectual Property Rights of any third party in its use of the Software. The Client shall not reproduce any copyrighted material on the Software without the prior express written permission of the copyright owner.

6.3. The Client shall fully indemnify and hold the Provider, the University of York, and their respective employees completely harmless from all claims, liabilities, losses, damages, and expenses (including, without limitation, legal and court fees) arising from the Clients infringement of third party Intellectual Property Rights in its use of the Software.

7. CONFIDENTIALITY

7.1. Each Party (as a “Receiving Party”) shall during the Term and for a period of five (5) years thereafter keep the other Party’s Confidential Information strictly confidential.

7.2. The Receiving Party shall:

7.2.1. only use the Confidential Information in connection with the performance of this Agreement and the provision of the Services and not for the Receiving Party’s benefit or the benefit of any third party;

7.2.2. only disclose the Confidential Information to its employees or contractors who have a need to know for performance of this Agreement and who are bound by confidentiality obligations no less restrictive than those contained in this Agreement;

7.2.3. use reasonable care to protect the Confidential Information from unauthorised use and disclosure; and

7.2.4. immediately inform the disclosing Party in the event of unauthorised use or disclosure and use its best endeavours to minimise the effects of such unauthorised use or disclosure.

7.3. Confidential Information does not include information that:

7.3.1. is or becomes publicly available other than by breach of confidentiality by the Receiving Party;

7.3.2. is communicated to the Receiving Party without any obligation of confidence by a third party who is not itself under any obligation of confidentiality;

7.3.3. is already in the possession of the Receiving Party, as evidenced by written records; or

7.3.4. is required to be disclosed by law, regulatory authority or court order, provided that the Receiving Party, where it is legally permitted to do so, gives the other Party adequate advance written notice so that it can seek protective measures.

7.4. Confidential Information of the Provider includes details of the Software and the Services, and the results of any performance tests in relation to the Software and/or the Services.

7.5. This clause 7 shall survive termination or expiration of this Agreement for the period stated in clause 7.1.

7.6. In relation to the treatment of Personal Data, should there be any conflict between this clause 7 and Schedule 1, Schedule 1 of these Terms and Conditions will take precedence.

8. DATA PROTECTION

8.1. Each Party agrees to comply with its obligations as set out in Schedule 1 of these Terms and Conditions

9. FREEDOM OF INFORMATION

9.1. Each Party acknowledges that the other Party may be subject to the requirements under the FOIA. Each Party shall assist and cooperate with the other Party to enable it to comply with any such information disclosure requirements.

9.2. Where a Party (the “First Party”) receives a request to disclose any information that, under this Agreement, is the other Party’s Confidential Information, the First Party will notify and consult with that Party (the “Second Party”). The Second Party shall respond to the First Party within five (5) Business Days after receiving the notice of the request. In the event that the Second Party fails to respond within that period, the First Party reserves the right to disclose any such information it deems appropriate.

9.3. The First Party shall be responsible for determining in its absolute discretion whether the information is:

9.3.1. exempt from disclosure in accordance with the FOIA, or
9.3.2. to be disclosed in response to a request for information under the FOIA;

and in no event shall the Second Party respond directly to a request for information unless expressly authorised to do so by the First Party.

9.4. Each Party acknowledges that the First Party may be obliged under the FOIA to disclose information following consultation with the Second Party and having taken the Second Party's views into account.

10. TERM AND TERMINATION

10.1. This Agreement shall start on the Commencement Date and expire at the end of the Term unless terminated earlier under the conditions below. This Agreement may be extended for subsequent terms which will last for periods of twelve (12) months and shall follow on without interruption from a previous term subject to the Client's payment of Fees in accordance with clause 4. All subsequent periods of Service provision shall remain subject to the terms of this Agreement unless the Parties agree otherwise in writing.

10.2. Either party may terminate the Service by giving notice in writing at least three months before the end of the then current annual term, such notice to expire no earlier than the end of the then current annual term.

10.3. Either Party may terminate the Services immediately upon written notice to the other Party in the event that:

10.3.1. the other Party has materially breached these Terms and Conditions and such breach has not been remedied after thirty (30) calendar days' written notice from the non-breaching Party;

10.3.2. the other Party has materially breached these Terms and Conditions and such breach is not capable of remedy;

10.3.3. a Force Majeure Event continues for ninety (90) calendar days or more; or

10.3.4. the other Party suffers an Insolvency Event.

10.4. Upon termination of the Services for any reason:

10.4.1. the Client shall pay any outstanding Fees owed to the Provider;

10.4.2. the licence granted in clause 2.2 shall cease immediately; and

10.4.3. each Party shall return or destroy any Confidential Information of the other Party in its possession or under its control. Personal Data will be subject to destruction in accordance with Schedule 1, clause 1.3.1(h); and

10.4.4. a single data file transfer of the Client Data, will be sent to the Client within thirty (30) days following the termination of the Services. The Client Data will be returned in a standard CSV format and uploaded documents attached to patient records will be returned in their original file format.

10.5. No termination of the Services will in any manner whatsoever release, or be construed as releasing, any Party from any liability to the other arising out of or in connection with a Party's breach of, or failure to perform, any covenant, agreement, duty or obligation contained herein.

10.6. The following provisions shall survive any termination or expiration of the Services: clause 5 (Warranties),clause 6 (Intellectual Property), clause 7 (Confidentiality) for the period set out in 7.1, clause 8 (Data Protection), clause 9 (FOIA), clauses 10.4 - 10.5, clause 11 (Dispute Resolution), clause 12 (Liability), and clause 14 (General Provisions) or any other clauses or provisions which by their nature are intended, to continue after termination or expiry.

11. DISPUTE RESOLUTION

11.1. If any dispute arises out of the Services, the Authorised Officers will meet to attempt to settle the dispute as soon as reasonably practicable. If the Authorised Officers do not settle the agreement within 10 business days the matter shall be referred to mediation in accordance with clause 11.2. The Parties are committed to a policy of amicable resolution in the first instance and above all, the Provider and the Client agree to ensure that patient/client health remains unaffected by such dispute.

11.2. If any dispute arises out of the Services the parties will attempt to settle it in accordance with clause 11.1. If the dispute is not settled in accordance with clause 11.1. the Parties will attempt to settle it by mediation. To initiate mediation, a party must give notice in writing to the other Party by notifying the Authorised Officers.

11.3. The Parties will seek to agree the appointment of a mediator but, failing agreement within twenty eight (28) Business Days of the service of a mediation notice, will ask Centre for Effective Dispute Resolution or any other suitable Alternative Dispute Resolution provider to appoint a mediator.

11.4. If either party refuses at any time to participate in the mediation procedure and in any event if the dispute is not resolved within sixty (60) days of the service of the mediation notice, then the parties shall not be prevented from commencing proceedings in accordance with clause **Error! Reference source not found.**.

12. LIABILITY

12.1. Subject to 12.3, neither Party shall be liable under or in relation to the Services (under any legal theory, whether in contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise) for:

12.1.1. loss of profits;
12.1.2. loss of business;
12.1.3. depletion of goodwill or similar losses;
12.1.4. loss of anticipated savings;
12.1.5. loss of goods;
12.1.6. loss of contract;
12.1.7. loss of use;
12.1.8. loss or corruption of data or information; or
12.1.9. any special, indirect or consequential loss, costs, damages, charges or expenses.

The foregoing exclusions shall apply even where the relevant loss or damage was reasonably foreseeable by the Party or the Party had been advised of the possibility of the same arising.

12.2. Subject to 12.3, each Party’s maximum liability under or in relation to the Services (under any legal theory, whether in contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise, for one or a series of claims shall be limited to the Fees paid or owed in the contract year in which the liability first arose.

12.3. Nothing in these Terms and Conditions limits or excludes either Party's liability for (i) negligence resulting in death or personal injury; (ii) fraud; or (iii) any type of liability that, by law, cannot be limited or excluded

13. NOTICES

13.1. The Parties may send communications relating to the Services by email as detailed in Schedule 1.

13.2. All contractual notices under the Services must be in writing and will be effective when delivered personally; sent by email and later confirmed by first class post; or two (2) Business Days after having been sent by prepaid recorded, special delivery, or first class post to the address given in Schedule 1, or to any new address or addresses subsequently designated in writing by either Party to the other Party.

14. GENERAL PROVISIONS

14.1. **ASSIGNMENT.** No assignment of any right or interest and no delegation of any obligation may be made without the express prior written consent of the other Party (not to be unreasonably withheld or delayed). Any attempted assignments or delegations without consent will be void. The Terms and Conditions inures to the Parties' respective successors and permitted assigns.

14.2. **SEVERABILITY**. If any provision of the Services is found by any court or other authority to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

14.3. **WAIVERS.** No waiver of any breach of any provision shall constitute a waiver of any other breach of the same or any other provision. No waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

14.4. **INDEPENDENT CONTRACTORS.** The parties are independent contractors. Nothing shall be construed as creating a partnership, joint venture, or agency relationship between the parties.

14.5. **FORCE MAJEURE**

14.5.1. Neither Party shall be liable for failure to perform its obligations under this Terms and Conditions, nor give rise to any claim for compensation or damage nor be deemed to be in breach of this Terms and Conditions, if such failure arises from a Force Majeure Event.

14.5.2. If either Party is affected by a Force Majeure Event it shall give written notice without delay to the other Party.

14.5.3. If the Force Majeure Event causes a delay of ninety (90) calendar days or more, then either Party may terminate the Services in accordance with clause 10.3.

14.6. **NO THIRD PARTY BENEFICIARIES**. No one who is not a party to the Services is intended to or may benefit from its terms because of the Contracts (Rights of Third Parties) Act 1999.

14.7. **JURISDICTION.** The Parties irrevocably submit to the exclusive jurisdiction of the English Courts to deal with any dispute which has arisen or may arise out of, or in connection with, the Services. Notwithstanding the foregoing, either Party may bring proceedings for an injunction or enforce of a judgment in any court of competent jurisdiction.

SCHEDULE 1

DATA PROTECTION

In this Schedule 1 the following definitions shall apply:

“Approved Countries”	means the UK and countries covered by UK Adequacy Regulations;
"Controller", "Processor", and "Data Subject"	shall have the meaning given to those terms in the applicable Data Protection Laws;
"Data Protection Laws"	has the meaning set out in the Terms and Conditions;
"**Data Processing Particulars**"	means, in relation to any Processing under these Terms and Conditions: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects;
"**ICO**"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
“ICO Correspondence”	means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;
"**Permitted Purpose**"	means the purpose of the Processing as set out in more detail in the Data Processing Particulars
"**Personal Data**"	means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection the Services including special category data
"Personal Data Breach"	has the meaning set out in the Data Protection Laws;
"**Personnel**"	means all persons engaged or employed from time to time by the Provider in connection with the Services, including employees, consultants, contractors and permitted agents;
"Processing"	has the meaning set out in the Data Protection Laws (and "**Process**" and "**Processed**" shall be construed accordingly);
“Security Requirements”	means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the seventh data protection principle of the Data Protection Act 2018 and/ or the measures set out in Article 32(1) of the UK GDPR (taking

	due account of the matters described in Article 32(2) of the UK GDPR)) as applicable;
"Sensitive Personal Data"	means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the UK GDPR;
"Services"	means access to the Provider's web-based case management system, which supports mental health services in collecting, tracking and analysing their client data.
"Third Party Request"	means a written 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 regulation.
"UK Adequacy Regulations"	means regulations made by the Secretary of State under section 17A (general processing) or section 74A (law enforcement processing) of the Data Protection Act 2018 giving effect to a finding by the Secretary of State that the specified country ensures an 'adequate' level of protection of personal data;

1. **DATA PROTECTION**

1.1 **Arrangement Between The Parties**

1.1.1 The Parties acknowledge that the factual arrangement between them dictates the classification of each party in respect of the Data Protection Laws. Notwithstanding the foregoing the Parties anticipate that the Client shall act as a Controller and the Provider shall act as a Processor where the Provider is Processing the Personal Data on behalf of the Client in relation to the Permitted Purpose in connection with the performance of its obligations under this Agreement; and

1.1.2 Each of the Parties shall in performing its obligations, comply with the obligations imposed upon it under the Data Protection Laws.

1.2 **Data Controller Obligations**

1.2.1 Without limiting the generality of the obligations set out in Paragraph 1.1.2, in particular, the Client shall:

(a) make all required notification(s) to the ICO in relation to its Processing of Personal Data;

(b) ensure that it is not subject to any prohibition or restriction which would: (i) prevent or restrict it from disclosing or transferring Personal Data to the Provider; (ii) prevent or restrict it from granting the Provider access to Personal Data; and/or (iii) prevent or restrict the Provider from Processing Personal Data, in each case as required for the Provider to perform the Services;

(c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to allow the Provider to Process Personal Data as required in connection with the provision of the Services in accordance with the Data Protection Laws;

(d) ensure that all Personal Data disclosed or transferred to, or accessed by, the Provider is accurate, up-to-date, adequate, relevant and not excessive to enable the Provider to process Personal Data as required for the Provider to perform the Services;

(e) maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the Controller by Data Protection Laws including, without limitation, (i) ensuring a level of security appropriate to the risk involved in the processing (which shall include without limitation and, as appropriate, taking steps such as the pseudonymisation and/or encryption of personal data, taking steps to ensure the ongoing confidentiality, integrity, availability and resilience of the systems and services used to process Personal Data, ensuring the ability to restore the availability and access to Personal Data and regularly testing the effectiveness of the systems in place); (ii) adhering to any relevant codes of conduct or approved certifications; and (iii) ensuring that all individuals who have access to Personal Data maintain the confidentiality and security of Personal Data; and

(f) not do anything which shall damage the reputation of the Provider.

1.3 **Data Processor Obligations**

1.3.1 To the extent that the Provider Processes any Personal Data as a Processor on behalf of the Client for the purpose of performing the Services, the Provider undertakes to the Customer that the Provider shall:

(a) only Process Personal Data for and on behalf of the Client for the purposes of performing its obligations and only in accordance with the Client's instructions from time to time, unless otherwise required by applicable law;

(b) inform the Client immediately if it considers any of the Client's instructions infringes Data Protection Laws;

(c) implement and maintain appropriate technical and organisational security measures to safeguard against any unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and where requested provide to the Client evidence of its compliance with such requirement;

(d) take all reasonable steps to ensure the reliability and integrity of any of its staff and independent contractors who have access to Personal Data and ensure that only staff and contractors who are required to assist in performing the Services have access to such Personal Data;

(e) ensure that any of its staff and/or contractors who have access to Personal Data have entered into appropriate contractually binding confidentiality undertakings;

(f) not disclose Personal Data to any third party in any circumstances without the Client's prior written consent, save in relation to Third Party Requests where the Provider is prohibited by law or regulation from notifying the Client;

(g) promptly comply with any request from the Client to amend, transfer or delete any Personal Data;

(h) notify the Client promptly (and in any event within forty-eight (48) hours) following its receipt of any Data Subject Request or ICO Correspondence and shall:

   (i) not disclose any Personal Data in response to any Data Subject Request or ICO Correspondence without first consulting with and obtaining Client's prior written consent; and

   (ii) provide the Client with all reasonable co-operation and assistance required by the Client in relation to any such Data Subject Request or ICO Correspondence;

(i) notify the Client promptly (and in any event within twenty-four (24) hours) upon becoming aware of any actual or suspected or threatened Personal Data Breach in relation to the Personal Data (and follow-up in writing) and shall:

   (i) conduct or support the Client in conducting such investigations and analysis that the Client reasonably requires in respect of such Personal Data Breach;

   (ii) implement any actions or remedial measures necessary to restore the security of compromised Personal Data; and

   (iii) assist the Client to make any notifications to the ICO and affected Data Subjects;

(j) at the Client's reasonable request: (i) make available to the Client evidence to demonstrate the Provider's compliance with the requirements of this Paragraph 1.3.1; and/or (ii) allow for and contribute to audits of the Provider's Processing activities pursuant to these Terms and Conditions conducted by or on behalf of the Client on reasonable notice;

(k) Upon the earlier of:

(i) termination or expiry of the Services (as applicable); or

(ii) the date on which Personal Data is no longer relevant to, or necessary for, the Permitted Purpose

the Provider shall cease Processing all Personal Data and arrange in accordance with the provisions of clause 10.4.4 of these Terms and Conditions for the prompt and safe return of the Personal Data and for the secure permanent destruction of all Personal Data in its possession or control (if any) and, where requested by the Client, promptly certify that such destruction has taken place, except where the Provider is required by applicable law to retain any of such Personal Data;

(l) not transfer any Personal Data outside of the Approved Countries unless such transfer is made in compliance with the Data Protection Laws;

(m) at the Client's request use all reasonable endeavours to assist the Client to comply with the obligations imposed on the Client by the Data Protection Laws in relation to:

(i) compliance with the Security Requirements;

(ii) obligations relating to notifications required by the Data Protection Laws to the ICO and/ or any relevant Data Subjects;

(iii) undertaking any Data Protection Impact Assessments;

(iv) without undue delay and where feasible not later than 72 hours after having become aware of it notify Personal Data Breaches to the ICO unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons;

provided that any such assistance shall be provided to the Client subject to a fee payable to the Provider to be agreed between the Parties; and

2. **INSURANCE**

2.1 The Provider agrees:

2.1.1 to obtain and keep in full force and effect at all times, in respect of the Processing of Personal Data, a policy or policies of insurance covering liability for damage arising to persons as a result of the Provider's failure to comply with the Data Protection Laws and/or the provisions of Schedule 1, Paragraph 1 (Data Protection).