

1 Terms of Service

This Terms of Service Agreement ("Agreement") sets out the terms on which CCL-Forensics Limited ("Supplier", "we", "us") supplies the Services (as defined below) to the Client ("Client", "you").

1. Definitions & Interpretation

1.1. In this Agreement, unless otherwise defined, the following words and expressions have the following meanings:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Hours: the period from 9:00 a.m. to 5:30 p.m. local time on a Business Day.

Confidential Information: information that is proprietary or confidential and is clearly labelled as such or would reasonably be understood to be confidential.

Client Data: all data and material provided by the Client or input, uploaded or collected via the Services.

Deliverables: the items, software, reports, or other outputs to be provided by us to you under this Agreement, as described in the Proposal.

Designated Representatives: employees, agents, or contractors of the Client who are nominated and authorised by the Client to access and receive the Deliverables under the Services.

Effective Date: the date the Services commence under this Agreement.

Intellectual Property Rights: patents, rights to inventions, copyrights, trademarks, trade secrets, etc., whether registered or unregistered.

Proposal: the proposal provided by the Supplier to the Client setting out which Services are to be delivered, the fees, payment terms, and term.

Renewal Period: the period equal to the initial term, unless otherwise specified.

Services: the cyber-security services provided by Supplier, including but not limited to:

- a) usage/licensing of the managed platform (phishing assessments, vulnerability assessments, cyber awareness training, dark web monitoring and progress reviews)
- b) cyber-consultancy/ad-hoc services as agreed in the Proposal
- c) any additional services or support.

Subscription Fees: fees payable for subscription to the Service.

Subscription Term: initial period set in the Proposal, plus any Renewal Periods.

Support Services: technical and customer support.

1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement

1.3. A reference to a person includes an individual, trust, partnership, government entity, company, corporation or unincorporated body (whether or not having separate legal personality). A reference to a party includes that party's personal representatives, successors and permitted assigns.

- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9. A reference to writing or written includes email.
- 1.10. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.
- 1.11. Any words following the terms other, including, include, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Service Provision

- 2.1. The Proposal sets out details of the Services purchased by the Client. Each Proposal shall be governed by the terms of this Agreement. In accepting the Proposal (whether by confirming such acceptance in writing to the Supplier, submitting a purchase order to the Supplier, receiving and paying the Supplier's invoice or using the Services, whichever is earlier), the Client confirms its acceptance of the terms of this Agreement, to the exclusion of any terms and conditions which the Client purports to apply under any purchase order or similar document or which are implied by trade, custom, practice or course of dealing. Any such terms and conditions shall not apply to the Proposal and shall not form part of this Agreement.
- 2.2. Subject to the Customer paying the Subscription Fees and complying with the terms and conditions of this Agreement, the Supplier shall during the Subscription Term provide the Services and make available the Deliverables in accordance with this Agreement and the Proposal.
- 2.3. We shall use reasonable endeavours to provide the Deliverables within the timeframes set out in this Agreement. Where we anticipate a delay, we shall notify you promptly, provide an explanation, and propose a revised delivery schedule.
- 2.4. We shall provide Support Services during Business Hours.
- 2.5. We will carry out vulnerability scanning and consultancy services in accordance with recognised professional standards, for dates and scope agreed in the Proposal.
- 2.6. The Client may purchase from the Supplier additional Services during the Subscription Term by contacting the Supplier. The fees for such Services shall be set out in a Proposal.

3. Client Data

- 3.1. The Client shall own all right, title and interest in and to the Client Data and shall be fully responsible for the legality, reliability, integrity, accuracy and quality of the Client Data.
- 3.2. If the Supplier processes any Personal Data (as defined in Schedule 1) on behalf of the Client when performing the Services or otherwise in connection with this Agreement, the parties shall comply with the provisions of Schedule 1.
- 3.3. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party.

4. Client Obligations

- 4.1. The Client shall:
 - a) provide all necessary cooperation, access to systems, information, resources, and Client data needed for us to deliver the Services;
 - b) ensure accuracy of all information provided;
 - c) comply with all applicable laws and regulations;
 - d) carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary

- e) use the Services in accordance with the terms and conditions of this Agreement and the Customer shall be responsible for any Designated Representative's breach of this Agreement;
 - f) ensure that it has all necessary internet and network connections, and that its computer equipment, systems, network and browser meet the relevant minimum technical specifications provided by the Supplier
- 4.2. The Client undertakes that it will ensure that Designated Representatives comply with this Agreement
- 4.3. The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of becoming aware of any such unauthorised access or use, shall immediately notify the Supplier and shall provide to the Supplier all assistance that it reasonably requires to prevent such unauthorised access or use.

5. Subscription & payment terms

- 5.1. The Subscription Fees, Subscription Term, scope of Services, and any other relevant details agreed in writing between the parties shall be documented in a written Proposal, which will form part of this Agreement.
- 5.2. Subscription Fees for Services shall be payable as set out in the Proposal.
- 5.3. Consultancy / vulnerability testing or ad-hoc services beyond subscription will be invoiced separately, as per agreed rates in the Proposal or subsequent written agreement.
- 5.4. All payments shall be made in accordance with the payment terms specified in the Proposal. Late payments may result in suspension of access to Services and interest on overdue amounts at the legal rate plus 3% above base rate.

6. Intellectual Property

- 6.1. The Client acknowledges and agrees that the Supplier and/or its licensors, service providers and other third-party partners own all Intellectual Property Rights in and to the Services, and any modifications and enhancements made thereto. Except as expressly stated herein, this Agreement does not grant the Client any right, title, licence or interest in or to any Intellectual Property Rights of the Supplier, its licensors, service providers or third-party partners.
- 6.2. The Supplier acknowledges and agrees that the Client owns the Client Data. The Client hereby grants a royalty-free, worldwide licence to the Supplier to use the Client Data (and any Intellectual Property Rights subsisting therein), and where required the Client name and logo, during the Subscription Term for the sole purpose of providing the Services to the Client. The Client grants the Supplier the right to use the Client's name and logo on the Supplier's website and in any marketing and promotional material (including press releases).

7. Confidentiality

- 7.1. Each party may access or receive the other party's Confidential Information in order to perform its obligations under this Agreement or otherwise in connection with this Agreement.
- 7.2. A party's Confidential Information shall not be deemed to include any information that:
- a) is or becomes publicly known other than through any act or omission of the receiving party;
 - b) was in the receiving party's lawful possession before the disclosure;
 - c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 7.3. Each party shall hold the other party's Confidential Information in strict confidence and, unless required by law, not make the other party's Confidential Information available to any third party or use the other party's Confidential Information for any purpose other than the performance of its obligations under this Agreement.
- 7.4. Each party shall take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 7.5. Neither party shall be responsible for any loss, destruction, alteration or disclosure of the other party's Confidential Information caused by any third party (other than its employees or agents or sub-contractors).

- 7.6. The Client acknowledges and agrees that all information relating to the Services (including the results of any performance tests of the Services) constitutes the Supplier's Confidential Information, and the Supplier acknowledges and agrees that the Client Data is the Confidential Information of the Client.
- 7.7. The above provisions of this clause 7 shall survive termination of this Agreement, however arising.

8. Indemnity

- 8.1. The Client shall defend, indemnify and hold harmless the Supplier against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Supplier's use of the Client Data or Clients' intellectual property in accordance with clause 6.2 or a breach by the Client and/or any Designated Representative's of the obligations set out in clause 4.
- 8.2. The Supplier shall defend the Client against any claim that the Client's use of the Services in accordance with this Agreement infringes any registered Intellectual Property Rights of a third party (an '*IP Claim*'), and shall indemnify the Client for any losses, damages, expenses and costs (including court costs and reasonable legal fees) which are awarded against the Client or which the Client is required to pay by a court in respect of any such IP Claim. Liability under this indemnity is conditional upon the indemnified party discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the Client which may reasonably be considered likely to give rise to a liability under the indemnity (a '*Claim*'), the Client shall:
- a) as soon as reasonably practicable, give written notice of the Claim to the Supplier specifying the nature of the Claim in reasonable detail;
 - b) not make any public statement, admission of liability, agreement and/or compromise in relation to the Claim without the prior written consent of the Supplier;
 - c) provide to the Supplier and its professional advisers all reasonable assistance and co-operation in the defence and settlement of the Claim, at the Supplier's cost; and
 - d) be deemed to have given to the Supplier (to the fullest extent possible) sole authority and conduct to avoid, dispute, compromise and/or defend the Claim.
- 8.3. In the defence or settlement of any IP Claim, the Supplier may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing (without adversely affecting the functionality of the Services) or, if such remedies are not reasonably available, terminate this Agreement, without liability, on providing written notice to the Client, in which case the Supplier shall (where applicable) refund any Subscription Fees paid in advance by the Client in respect of the unexpired term of the Subscription Term, calculated on a pro rata basis.
- 8.4. In no event shall the Supplier be liable to the Client under the indemnity contained in clause 8 to the extent that the IP Claim arises as a result of:
- a) a modification to the Services by any person other than the Supplier; or
 - b) the Client's use of the Services other than in accordance with this Agreement and any instructions given to the Client by the Supplier from time to time; or
 - c) the Client's use of the Services after it has given notice of the alleged or actual infringement to the Supplier under clause 8.2(a).
- 8.5. This clause 8 sets out the Supplier's entire obligations and liability in respect of any IP Claim.

9. Limitation of liability

- 9.1. This clause 9 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Client:
- a) arising under or in connection with this Agreement;
 - b) in respect of any use made by the Client of the Services and Deliverables or any part of them; and
 - c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 9.2. Subject to clause 9.3, and save as expressly and specifically provided in this Agreement:
- a) the Client assumes sole responsibility for results obtained and conclusions drawn from the use of the Services by the Client, and for assessing whether the Services meets its requirements. The Supplier gives no warranty or representation that the Services will meet the Client's requirements.

The Supplier shall have no liability for any damage caused by errors or omissions in any information or instructions provided by the Client to the Supplier in connection with the Services, or any actions taken by the Supplier at the Client's direction;

- b) the Supplier gives no warranty or representation that the Services will be uninterrupted, available or error free. The Services are provided on a "as is" basis and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement, including the implied conditions, warranties or other terms as to satisfactory quality and fitness for purpose;
- c) the Supplier shall have no liability for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
- d) The Supplier shall have no liability or responsibility for any fault, failure, unavailability, or reduced performance of the Service where such issues are caused by (i) the Client's systems, (ii) any third-party software or services (including those utilised by the Supplier in providing the Services), or (iii) any fault, failure, unavailability, speed, or limitations of the Client's internet or network communications, computer equipment, and/or web browser.

9.3. Nothing in this Agreement excludes the liability of the Supplier:

- a) for death or personal injury caused by the Supplier's negligence; or
- b) for fraud or fraudulent misrepresentation; or
- c) for any other liability that cannot be limited or excluded by law.

9.4. Subject to clause 9.3, the Supplier shall not be liable whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of opportunity; loss of goodwill; loss of use or corruption of software, data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses howsoever arising under this Agreement.

9.5. Subject to clause 9.3, the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of this Agreement, including under any indemnity, in any year, shall not exceed the total Subscription Fees paid by the Customer to the Supplier during the previous year.

10. Term & Termination

10.1. The Subscription Term will begin on Effective Date.

10.2. This Agreement shall, unless terminated earlier in accordance with its terms, continue for the Initial Subscription Term and thereafter shall renew for a Renewal Period, subject to the Customer paying the Subscription Fees for the Renewal Period at the Supplier's then current rates, and unless either party gives at least 30 days' notice to the other party prior to the expiry of the Initial Subscription Term or the then current Renewal Period (as applicable).

10.3. Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement with immediate effect by giving written notice to the Client if: (a) the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing by the Supplier to make such payment; or (b) the Client commits a breach of clause 4.2; or (c) there is a change of Control of the Client.

10.4. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

- c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;
 - f) application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - g) the holder of a qualifying floating charge over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;
 - h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced upon or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 7 days;
 - j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 10.5. On termination of this Agreement for any reason:
- a) The supplier shall immediately cease providing the services
 - b) each party shall return and make no further use of any equipment, property, Confidential Information, documentation and other items (and all copies of them) belonging to the other party; and
 - c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination, and the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 10.6. Following termination of this Agreement, the Supplier may delete all Client Data without liability to the Client.

11. Force majeure

The Supplier shall have no liability to the Client under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by any act, event, omission or accident beyond its reasonable control, including: strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party); failure of a utility service or transport or telecommunications network; act of God; war, threat of or preparation for war or armed conflict; riot, civil commotion, terrorist attack or malicious damage; imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; compliance with any law or governmental order, rule, regulation or direction; collapse of building structures, accident, breakdown of plant or machinery; flood, storm, earthquake or other adverse weather conditions or natural disaster; fire or explosion; epidemic or pandemic; nuclear, chemical or biological contamination; sonic boom; or default of suppliers or subcontractors.

12. Conflict

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

13. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties or their authorised representatives (including by electronic signature).

14. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Severance

- 16.1. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 16.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17. Entire agreement

- 17.1. This Agreement, and any documents referred to in it, constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 17.2. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

18. Assignment

- 18.1. The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

19. No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. Third party rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. Notices

Any notice, including notice of termination, required to be given to a party under this Agreement shall be in writing via email to: (i) the Client at the nominated contact; and (ii) the Supplier via the nominated account manager, or other contact whose details have been provided by that party for the purpose of receiving notices under this Agreement. Notices shall be deemed to have been delivered one Business Day after transmission in the case of email (provided that no delivery failure notification is received by the sender). This clause 21 does not apply to the service of any proceedings or other documents in any legal action.

22. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

23. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 Part A – Data Protection

1. For the purposes of this Annex: (a) “Binding Corporate Rules”, “Controller”, “Processor”, “Data Subject”, “Personal Data” and “Processing” shall bear the respective meanings given to them in the Data Protection Act 2018 or General Data Protection Regulation 2016 (as applicable) (in each case as may be amended, updated, replaced or superseded from time to time) (and “Process” and “Processes” shall be construed accordingly); (b) “Controller Personal Data” means all Personal Data which is owned, controlled or processed by the Customer as the Controller or any of its Affiliates and which is provided by or on behalf of the Customer as the Controller or any of its Affiliates to CCL as the Processor or which comes into the possession of CCL as the Processor as a result of or in connection with the supply of the Services; and (c) “Data Protection Law” means the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Network and Information Security Directive, the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any laws that replace or amend any of these, together with the equivalent legislation of any other applicable jurisdiction and all other Applicable Law and guidance in any relevant jurisdiction relating to the processing of personal data, data and cyber security and privacy to the extent it applies in relation to the Services including the guidance and codes of practice issued by the UK Information Commissioner or any relevant supervisory authority, the Article 29 Working Party, or the European Data Protection Board from time to time.
2. The parties agree that the Client is the Controller (as defined in the Data Protection Law) and that CCL is the Processor (as defined in the Data Protection Law) for the purposes of Processing Controller Personal Data pursuant the Agreement.
3. Taking into account the state of technical development and the nature of Processing, the Processor shall implement appropriate technical and organisational measures to protect Controller Personal Data against accidental or unlawful destruction, loss, alteration and unauthorised disclosure or access.
4. The Processor shall not permit any Processing of Controller Personal Data by any agent or subcontractor or other third party (“Sub-Processor”) without the prior written authorisation of the Controller. The Controller agrees to the use of Sub-Processors that are either an Affiliate of CCL or as set out in the Proposal.
5. The Processor shall: (a) only Process the Controller Personal Data on the documented instructions of the Controller from time to time; and (b) subject to paragraph 6, not transfer, or otherwise directly or indirectly disclose, any Controller Personal Data to countries outside the United Kingdom (UK) or the European Economic Area (EEA) without the prior written consent of the Controller except where the Processor is required to transfer the Controller Personal Data by UK domestic laws or the laws of the member states of the EU or EU law (and shall inform the Controller of that legal requirement before the transfer, unless those laws prevent it doing so). The Controller consents to transfers to the countries identified in the Proposal.
6. The Processor shall be permitted to transfer the Controller Personal Data to countries outside of the UK and/or the EEA to the extent that any one or more of the following applies: (a) the Processor has in place with the non-UK or non-EEA Sub-Processor, the EU model contractual clauses as set out in Decision 2010/87/EU or any alternative version of those clauses issued by the Information Commissioner’s Office, the European Commission or a supervisory authority from time to time (as applicable to the transfer); (b) the transfer is to a non-UK or non-EEA country that is deemed to have an adequate level of protection from time to time by the Information Commissioner’s Office, the European Commission or such other supervisory authority (as applicable to the transfer); (c) to the extent that the transfer is to an Affiliate located outside of the UK or EEA, the Processor’s Group has in place Binding Corporate Rules for the transfer of Personal Data to a non-UK or non-EEA Group Company; (d) there is an approved code of conduct in place by an association or other body representing the Controller or Processor that applies to the non-UK or non-EEA territory or territories to which the Controller Personal Data is to be transferred; or (e) there is an approved certification mechanism in place in respect of the non-UK or non-EEA territory.
7. The Processor shall ensure that access to Controller Personal Data is limited to the Processor Personnel and authorised Sub-Processors who need access to it to supply the Services and who are subject to an enforceable obligation of confidence with regards to the Controller Personal Data.

8. The Processor shall, taking into account the nature of the Processing, assist the Controller (by appropriate technical and organisational measures), insofar as this is possible, in relation to any request from any Data Subject for access, rectification or erasure of Controller Personal Data, or any objection to Processing.
9. The Processor shall notify the Controller without undue delay and in writing if any Controller Personal Data has been disclosed in breach of this Annex.
10. The Processor shall notify the Controller promptly if it becomes aware of a breach of security of Controller Personal Data, such notices shall include full and complete details relating to such breach.
11. The Processor shall provide such assistance (at the Controller's cost) as the Controller may reasonably require in relation to the need to undertake a data protection impact assessment in accordance with the Data Protection Law.
12. The Processor shall provide such assistance (at the Controller's cost) as the Controller may reasonably require in relation to any approval of the Information Commissioner or other data protection supervisory authority to any Processing of Controller Personal Data.
13. The Processor shall on the expiry or termination of this Agreement, at the Controller's cost and its option either return all of the Controller Personal Data (and copies of it) or securely dispose of the Controller Personal Data except to the extent that any Applicable Law requires the Processor to store such Controller Personal Data or the Controller orders the Processor's retention service.
14. Part B of this Annex sets out details of the Processing of Personal Data pursuant to the Contract which shall include: (a) subject-matter; (b) duration; (c) nature and purpose of Processing; (d) type of Personal Data; and (e) categories of Data Subjects.
15. The obligations and rights of the Controller as the applicable Controller of the Controller Personal Data are set out in the Contract, in Data Protection Law and any written instructions of the Controller from time to time

Schedule 1 Part B - Data Protection Processing Details

Categories of Personal Data to be Processed	Name Email address Username and password Test scores IP Addresses of external assets URL's of web servers
Categories of Data Subjects	Customer employees and staff. Customer contractors, temporary workers, and consultants. Customer IT/system users with corporate accounts. Customer management/administrators receiving reports or alerts. Potentially, third-party partners or contacts whose credentials are linked to the Customer's domain. Customer external IP addresses and web server URL's.
Description of the nature and method of Processing	Phishing simulations and training delivery. Vulnerability scanning and reporting. Dark web monitoring for credential exposures. Storage and analysis of results to provide reports and recommendations.
Location of Processing	United Kingdom and/or the European Economic Area (EEA). Transfers outside the UK/EEA may occur only where permitted under Data Protection Law and with appropriate safeguards.
Purpose of Processing	To deliver CCL Protect subscription services. To monitor, detect, and mitigate cybersecurity risks. To train and raise awareness among Customer staff. To support compliance with security and data protection obligations. To investigate and respond to potential or actual security incidents.

Duration of Processing (including storage of Personal Data)	Personal data retained only for the duration of the Subscription Term, unless otherwise required by law. Training and phishing simulation records retained for 12-24 months for compliance tracking. Vulnerability and scan reports typically retained for 12 months rolling. Credential exposure alerts retained until resolved.
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