
TERMS AND CONDITIONS

1. Background

- 1.1. Virtual Memory Box Limited has developed a software platform available to subscribing councils for the purpose of recording memories for children in the care system.
- 1.2. Virtual Memory Box Limited has agreed to provide and the Customer has agreed to take and pay for Services on the terms of this Agreement.
- 1.3. By signing up to use the Software, the Customer confirms that it accepts the terms of this Agreement, at which point, a legally binding contract between the Customer and Virtual Memory Box Limited will come into force.

2. Interpretation

- 2.1. This Agreement is made between Virtual Memory Box Limited and the Customer on the date on which the Term Sheet was signed by both Parties.
- 2.2. In the event of any conflict between the provisions of the Term Sheet and these Standard Terms, the provisions of the Term Sheet shall take precedence.
- 2.3. In this Agreement, unless the context otherwise requires, the words in Schedule 1 Part 1 shall have the meanings attributed to them in that Schedule. Schedule 1 Part 2 sets out additional interpretations which apply to this Agreement.

3. Licence of the software

- 3.1. Virtual Memory Box Limited shall use reasonable endeavours to undertake such development work as may be required to configure the Software to make available the Service to the Customer.
- 3.2. Where agreed in writing, Virtual Memory Box Limited shall provide the API Information to the Customer, and the Customer shall undertake such development and other work as is required to enable the integration of, and to integrate, the Software with the Customer Systems.
- 3.3. Subject to payment by the Customer of the Fees, the restrictions set out in this clause 3 and the other terms and conditions of this Agreement, Virtual Memory Box Limited hereby grants to the Customer a non-exclusive licence for the Term to:
 - (a) use the Software in object code form for its normal internal business purposes in accordance with this Agreement; and
 - (b) make available the Service to End Users in accordance with this Agreement.
- 3.4. The Customer shall provide such data and information to Virtual Memory Box Limited as may be necessary for the purposes of providing the Service and for configuration of the Software in respect of the Service and the integration of the Software with the Customer Systems.
- 3.5. The Customer hereby grants to Virtual Memory Box Limited a non-exclusive, royalty-free licence for the Term to use the data and information described in clause 3.4 in connection with the configuration of the Software and such other purposes as may be envisaged under this Agreement.

4. Acceptance and launch

- 4.1. Prior to launch of the Service, Virtual Memory Box Limited shall undertake such acceptance tests in relation to the Software and the Service as it deems fit, and as may be reasonably required by the Customer. The acceptance criteria for such tests shall be objective. The Customer shall promptly provide such assistance as Virtual Memory Box Limited may reasonably require in order to complete such acceptance tests. In the event that any acceptance tests are not successfully completed, Virtual Memory Box Limited shall be given

the opportunity to retest such elements which were not successfully completed and/or (with the consent of the Customer, not to be unreasonably withheld or delayed) to modify the acceptance tests or acceptance criteria. Virtual Memory Box Limited shall notify the Customer in writing once all acceptance tests have been successfully completed and that the Service is available for use.

- 4.2. Both Parties shall use reasonable endeavours to comply with the estimated timetable for the development and testing of the Software and Service set out in the Proposal.

5. Changes to the Scope of the Agreement

- 5.1. If at any time after the Commencement Date, the scope of the Services to be provided by Virtual Memory Box Limited changes or if either Party wishes to change the scope of the same, it shall submit details of the change or the requested change to the other in writing. If either Party identifies or requests a change to the scope or execution of the Services, Virtual Memory Box Limited' shall, within a reasonable time, provide a written estimate to the Customer of:

- (a) the likely time required to implement the change;
- (b) any variations to Virtual Memory Box Limited' charges arising from the change;
- (c) any other impact of the change on the terms of the Agreement

If the Customer wishes Virtual Memory Box Limited to proceed with the change, Virtual Memory Box Limited has no obligation to do so unless and until the Parties have agreed in writing on the necessary variations to its charges and any other relevant terms of the Agreement to take account of the change.

6. Operation of the Service

- 6.1. The Customer shall:

- (a) provide Virtual Memory Box Limited with all necessary co-operation in relation to this Agreement (including all necessary access to such information as it may require) in order to provide the Services, including but not limited to security access information and configuration services;
- (b) comply with all Applicable Laws with respect to its activities under this Agreement;
- (c) be responsible for:
 - i) registering all End Users onto the Software platform;
 - ii) ensuring that it has all necessary appropriate consents and notices in place as required by Applicable Laws prior to registering all End Users onto the Software platform; and
 - iii) ensuring that agreements with the End Users comply with the Customer's legal and regulatory obligations from time to time;
- (d) take all necessary steps to ensure that the EULA incorporates the following provisions:
 - i) restrictions in the scope of use of the Software that provide that, in relation to a the End User, 'use' shall be restricted to use of the Software in object code form for the normal business purposes of the End User, but shall include any act which is reasonably incidental to such use; and
 - ii) restrictions that provide that End Users shall have no right directly or indirectly to copy, adapt, reverse engineer, decompile, disassemble or modify the Software in whole or in part, except a) as provided in this clause 6; b) as permitted by

law; or c) to the extent that such action is legitimately required for the purposes of integrating the operation of the Software used by the End User.

- (e) take all necessary steps to ensure that the EULA is binding upon End Users and the Customer shall provide the EULA to Virtual Memory Box Limited on demand to be added to the Software by Virtual Memory Box Limited;
- (f) carry out all its other responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Virtual Memory Box Limited may adjust any agreed timetable as reasonably necessary;
- (g) obtain and shall maintain all necessary licences, consents, and permissions necessary for Virtual Memory Box Limited, its contractors and agents to perform their obligations under this Agreement;
- (h) ensure that the Customer Systems comply with the relevant specifications provided by Virtual Memory Box Limited from time to time;
- (i) use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Virtual Memory Box Limited; and
- (j) be solely responsible for procuring and maintaining its network connections and telecommunications links from the Customer Systems to Virtual Memory Box Limited' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

6.2. The Customer shall not:

- (a) do (or omit to do) anything which may put any member of the Virtual Memory Box Limited Group in breach of Applicable Laws; or
- (b) access, store, distribute or transmit any Viruses or any Prohibited Content and Virtual Memory Box Limited reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause 6; or
- (c) except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the Parties:
 - i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (d) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- (e) use the Services and/or Documentation to provide services to third parties; or
- (f) subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the End Users; or

- (g) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 6.
- 6.3. The rights provided under this clause 6 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

7. **Support Services**

Virtual Memory Box Limited shall use Commercially Reasonable Endeavours to make the Software available in accordance with the Service Levels.

8. **Data Protection**

- 8.1. In this clause 8 and Schedule 4 of this Agreement, "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**" and "**processing**" have the meanings ascribed to them in the Data Protection Legislation.
- 8.2. Each Party will comply with all applicable requirements of the Data Protection Legislation. This clause 8.2 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 8.3. The Parties acknowledge that:
 - (a) if Virtual Memory Box Limited processes any Personal Data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the Data Controller and Virtual Memory Box Limited is the Data Processor for the purposes of the Data Protection Legislation; and
 - (b) Schedule 4 sets out the scope, nature and purpose of the processing by Virtual Memory Box Limited under clause 8.3(a) as the Data Processor acting on behalf of the Customer, the duration of the processing, the types of Personal Data and categories of Data Subjects.
- 8.4. The Customer warrants to Virtual Memory Box Limited that it has the legal right to disclose all Personal Data that it does in fact disclose to Virtual Memory Box Limited under or in connection with this Agreement so that Virtual Memory Box Limited may lawfully use, process and transfer the Personal Data in accordance with this Agreement on the Customer's behalf. The Customer further warrants that the processing of that Personal Data by Virtual Memory Box Limited in accordance with this Agreement for the purposes of providing the Services will not breach any Data Protection Legislation.
- 8.5. The Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Virtual Memory Box Limited for the duration and purposes of this Agreement.
- 8.6. The Customer agrees to indemnify and hold Virtual Memory Box Limited and (as applicable) the affiliates, officers, directors, agents, and employees of Virtual Memory Box Limited, harmless from claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising as a result of the warranties outlined in clauses 8.4 and 8.5.
- 8.7. Virtual Memory Box Limited shall, in relation to any Personal Data processed under clause 8.3:
 - (a) process that Personal Data only for the purposes of this Agreement and otherwise in accordance with the lawful, reasonable and documented instructions of the Customer unless Virtual Memory Box Limited is required by the Applicable Law (including the laws of any member of the European Union or by the laws of the European Union applicable to Virtual Memory Box Limited and/or Domestic UK Law (where "Domestic UK Law" means the UK Data Protection Legislation and any other law that applies in the UK) to process

Personal Data. Where Virtual Memory Box Limited is relying on Applicable Laws as the basis for processing Personal Data, Virtual Memory Box Limited shall, to the extent permitted by such law, inform the Customer of that legal requirement before processing that Personal Data;

- (b) having regard to the state of technological development and the cost of implementing any measures, ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, including, amongst other things as appropriate,
 - i) the pseudonymisation and encryption of Personal Data;
 - ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) ensure that it will not transfer Personal Data provided to it by the Customer outside of the European Economic Area ("EEA") unless such transfer is undertaken in accordance with applicable Data Protection Legislation or unless the transfer is to a non-EEA country where the Customer and the Data Subject are based;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof of the Customer on termination of the Agreement unless required by the Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with clauses 8.7 to 8.8.

8.8. In relation to third party processors:

- (a) the Customer consents to Virtual Memory Box Limited appointing the third party processors set out in Schedule 4 ("**Approved Sub-processors**") as third party processors of the Personal Data referred to in clause 8.3;
- (b) Virtual Memory Box Limited may amend and update the Approved Sub-processors list by providing written notice to the Customer of any proposed new third party processor. The Customer may notify Virtual Memory Box Limited promptly in writing within ten (10) Business Days after receipt of Virtual Memory Box Limited' notice if the Customer has a reasonable basis for objecting to a

new third party processor. Virtual Memory Box Limited shall not appoint (or disclose any Personal Data to) that proposed third party processor until reasonable steps have been taken to address the objections raised by the Customer and the Customer has been provided with a reasonable written explanation of the steps taken;

(c) Virtual Memory Box Limited confirms that it has entered or (as the case may be) will enter into a written agreement with the third-party processor incorporating terms which are substantially similar to those set out in this clause 8 and in either case which reflect and will continue to reflect the requirements of the Data Protection Legislation; and

(d) as between the Customer and Virtual Memory Box Limited, Virtual Memory Box Limited shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 8.

8.9. The Customer acknowledges that Virtual Memory Box Limited is reliant on the Customer as data controller for direction as to the extent to which Virtual Memory Box Limited is entitled to use and process the personal data. Consequently, Virtual Memory Box Limited will not be liable for any unauthorised or non-compliant loss, access or other processing of personal data or any claim brought by a data subject arising from any action or omission by Virtual Memory Box Limited, to the extent that such action or omission resulted directly from the Customer's instructions or the Customer's failure to provide instructions. The Customer shall indemnify and hold Virtual Memory Box Limited harmless against all losses, damages, expenses and costs (including court costs and reasonable legal fees) that Virtual Memory Box Limited suffers or incurs as a result of the Customer's instructions or the Customer's failure to provide instructions.

9. Fees and reporting information

9.1. The Customer shall pay the Fees in accordance with this clause 9 and Schedule 2.

9.2. All amounts payable to Virtual Memory Box Limited under this Agreement shall be payable in Pounds Sterling. All amounts payable by the Customer under this Agreement shall be exclusive of any applicable value added tax or other similar tax on sale or supply, which shall be paid in addition by the Customer at the prevailing rate on receipt of a valid VAT invoice.

9.3. If any sum payable under this Agreement is not paid within thirty (30) days after the due date then (without prejudice to Virtual Memory Box Limited's other rights and remedies) Virtual Memory Box Limited reserves the right to charge interest on such sum from the date when such payment is due until the date of actual payment (after as well as before judgment) at a rate per annum of four per cent (4%) per annum above the base rate of National Westminster Bank from time to time in force, compounded monthly.

9.4. All amounts due under this Agreement from the Customer to Virtual Memory Box Limited shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.5. For the purpose of confirming the accuracy of the Reporting Information and any amounts due to Virtual Memory Box Limited under this Agreement, and the compliance of the Customer with clause 9.4, Virtual Memory Box Limited will have the right at its own cost (save as set out in clause 9.6) to appoint a chartered accountant to audit and/or take copies of the Reporting Records, provided that: (a) it gives to the Customer seven (7) days' prior written notice of any such audit and (b) any such audit is conducted during reasonable hours of the day.

9.6. In the event that any such audit reveals:

(a) that any password has been provided to any individual who is not a duly authorised End User, then without prejudice to Virtual Memory Box Limited's

other rights, the Customer shall promptly disable such passwords and Virtual Memory Box Limited shall not issue any new passwords to any such individual;

- (b) any underpayment, the amount of any such underpayment shall be paid by the Customer to Virtual Memory Box Limited on demand, together with interest pursuant to clause 9.3, and

if any such audit reveals that there has been an underpayment of more than five per cent (5%) of all sums reported by the Customer to Virtual Memory Box Limited (or which, but for such misreporting, would have been reported) in respect of the period the subject of such audit, the Customer shall on demand reimburse Virtual Memory Box Limited for all costs and expenses incurred by Virtual Memory Box Limited in connection with such audit.

- 9.7. Subject to 15.4(b), Virtual Memory Box Limited may at any time after the first anniversary of the Commencement Date, increase the Licence Fees by giving to the Customer not less than two months' written notice, provided that:

- (a) the increase shall not exceed a percentage equal to the percentage increase in the Retail Prices Index published by the Office for National Statistics (or its successor from time to time) for the period from the Commencement Date (in the case of the first increase) or the date on which the immediately preceding increase came into effect pursuant to this clause 9.7 (in the case of the second or any subsequent increase) up to the date of this notice; and
- (b) the increases shall be no more frequent than once in any twelve (12) month period.

10. Intellectual Property Rights

- 10.1. All right, title and interest in or to the Intellectual Property Rights in the Software or any of the other Virtual Memory Box Limited Materials (including any development, update, improvement, addition, patch or fix to the same) are and shall (as between the Parties) remain the exclusive property of Virtual Memory Box Limited or its licensors and the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights, other than as set out in clause 3.1.
- 10.2. Any goodwill derived from the use by the Customer of the Software or any of the other Virtual Memory Box Limited Materials shall accrue to Virtual Memory Box Limited or its licensors. Virtual Memory Box Limited may at any time call for a confirmatory assignment of that goodwill and Customer shall immediately execute it.

11. Confidentiality and Announcements

- 11.1. Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:
 - (a) is or becomes publicly known other than through any act or omission of the receiving Party;
 - (b) was in the other 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 Authority.

- 11.2. Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 11.3. Each Party shall take all reasonable steps to ensure that the other'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.
- 11.4. Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.5. For the purpose of this clause 11 and without prejudice to the definition of "Confidential Information" set out in Schedule 1 Part 1, Confidential Information belonging to Virtual Memory Box Limited shall include any output of the Service (including any Results)
- 11.6. This clause 11 shall survive termination of this Agreement, however arising.

12. Warranties and Indemnity

- 12.1. The Customer hereby warrants, represents and undertakes to Virtual Memory Box Limited that:
 - (a) this Agreement is validly executed by its duly authorised representative;
 - (b) it has, and shall maintain throughout the Term, the full capacity and authority and all necessary regulatory licences and approvals to enter into and perform its obligations contained in this Agreement;
 - (c) neither it nor any of its employees or associated parties will attempt to or permit any third party to reverse engineer, decompile, monitor or in any way replicate the coding, software or functionality of the Software or any of the other Virtual Memory Box Limited Materials; and
 - (d) it will comply with all Applicable Laws.
- 12.2. Virtual Memory Box Limited hereby warrants and undertakes to the Customer that:
 - (a) this Agreement is duly authorised and validly executed by its authorised representative; and
 - (b) it shall comply with all Applicable Laws in relation to its performance of this Agreement.
- 12.3. Subject only to clause 7, the Customer acknowledges and agrees that:
 - (a) Virtual Memory Box Limited do not warrant that the Customer's use of the Service will be uninterrupted or error-free; or that the Service and/or the information obtained by the Customer through the Service will meet the requirements of the Customer and/or its Customers;
 - (b) Virtual Memory Box Limited is not responsible 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 Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
 - (c) except as expressly and specifically provided in clause 7, the software and services provided by Virtual Memory Box Limited under or in connection with this Agreement (including the Software and the Service) are provided "as is" and as available. Virtual Memory Box Limited excludes, and the Customer waives, any and all warranties, representations, terms and conditions (to the

extent that they may lawfully be so excluded) implied by law or by custom or trade practice in respect of the provision of such services.

- 12.4. The Customer shall defend, indemnify and hold harmless Virtual Memory Box Limited against any claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with:
- (a) the Customer's use of the Service;
 - (b) any breach by the Customer of the provisions of clauses 6, 6.2, 11, 12.1 or 14;
 - (c) any third party claim that the performance of the Customer's other obligations infringe that third party's Intellectual Property Rights, provided that Virtual Memory Box Limited:
 - i) promptly notifies the Customer of any such claim;
 - ii) allows the Customer sole conduct of the defence and/or financial settlement of such claim; and
 - iii) lends the Customer reasonable assistance in the defence of such claim at the Customer's reasonable cost.

13. **Limitation of liability**

- 13.1. The Customer agrees and acknowledges that the level of the Fees takes fully into account the limits of Virtual Memory Box Limited's entire financial liability (set out below) for the Services (as applicable) supplied or to be supplied to the Customer, the Customer's use of them, and for anything else in connection with the Agreement.
- 13.2. Nothing in this Agreement shall limit or exclude the liability of either Party to the other in respect of:
- (a) death or personal injury caused by negligence;
 - (b) fraud;
 - (c) any other liability which cannot by law be limited or excluded; or
 - (d) the indemnities in clauses 12.4 and 14.
- 13.3. Subject to clause 13.1, neither Party shall be liable to the other for any of the following types of loss or damage, even if the Party has been advised of the possibility of such loss or damage:
- (a) indirect or consequential losses;
 - (b) loss of goodwill or reputation;
 - (c) loss of profits and/or revenue (other than any loss of profits or revenue derived by Virtual Memory Box Limited in relation to this Agreement including the Fees set forth in Schedule 2 and any payment due to Virtual Memory Box Limited pursuant to clause 15.8);
 - (d) loss of contracts or anticipated savings; or
 - (e) loss or damage arising from loss, damage or corruption of data.
- 13.4. Subject to clause 13.1, each Party's total aggregate liability to the other arising out of or in respect of this Agreement shall not exceed:
- (a) in respect of any liability for Service Levels, a sum not exceeding the Fees which Virtual Memory Box Limited is entitled to receive under this Agreement in respect of the month in which the relevant Service Level failure occurs; and
 - (b) in respect of any other liability, a sum not exceeding the aggregate Licence Fees which Virtual Memory Box Limited is entitled to receive under this Agreement in

respect of the period of twelve (12) months prior to the first event giving rise to the claim (or if the event giving rise to the loss occurs during the first twelve (12) months of the Contract, the amount paid by the Customer for the Services during that period).

14. **Disclaimer**

Notwithstanding the obligations of Virtual Memory Box Limited in relation to this Agreement, the Customer shall retain responsibility and accountability for:

- (a) the management, conduct and operation of its business and affairs;
- (b) deciding the Customer's use of, choosing to what extent the Customer wishes to rely on, or implement advice or recommendations of the Service;
- (c) making any decision relating to the Service or any product of the Service;
- (d) the delivery, achievement or realisation of any benefits directly or indirectly related to the Service,

and the Customer agrees to indemnify and hold the Virtual Memory Box Limited Group and (as applicable) the affiliates, officers, directors, agents, and employees of the Virtual Memory Box Limited Group, harmless from claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising as a result of the responsibilities outlined in this clause 14.

15. **Term and termination**

15.1. This Agreement will commence on the Commencement Date and, subject to any earlier termination in accordance with the following provisions of this clause 15, will either:

- (a) remain in force for the duration of the Initial Term and, thereafter, this Agreement shall be automatically renewed for successive periods of two (2) years (each a "**Renewal Period**"), unless:
 - i) either Party notifies the other Party of termination, in writing, at least thirty (30) days before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
 - ii) otherwise terminated in accordance with the provisions of this Agreement,and the Initial Term together with any subsequent Renewal Periods shall constitute the Term.

15.2. Either Party (the "**Non-Defaulting Party**") may terminate this Agreement immediately on written notice to the other Party (the "**Defaulting Party**") in the event that:

- (a) the Defaulting Party commits a material or persistent breach of its obligations under this Agreement and, in the case of remediable breach(es), fails to remedy such breach(es) within thirty (30) days of notice from the Non-Defaulting Party specifying such breach(es) provided that the Parties agree that the Customer shall have no right of termination under this clause 15.4 in respect of any default which relates to apply to a failure to meet any Service Level;
- (b) the Defaulting Party suffers an Insolvency Event;
- (c) the Defaulting Party ceases or threatens to cease to carry on business.

15.3. Virtual Memory Box Limited may terminate this Agreement in whole or in part, immediately on written notice to the Customer:

- (a) notwithstanding clause 15.2(a), the Customer fails to pay any monies due hereunder, which are not the subject of a valid dispute, within seven (7) Business Days of notice from Virtual Memory Box Limited of such failure to pay by the due date for payment;
- (b) if the Customer breaches clauses 6, 6.2, 11, 12.1 or 14; or
- (c) in the event of a change in the ownership and/or control of the Customer or the Customer Group, unless such change is in relation to a solvent reorganisation and has been notified in writing to Virtual Memory Box Limited in advance, or Virtual Memory Box Limited has consented thereto in writing in advance (such consent not to be unreasonably withheld or delayed).

15.4. The Customer may terminate this Agreement:

- (a) immediately on written notice to Virtual Memory Box Limited if a Service Level Termination Event occurs and Virtual Memory Box Limited fails to remedy the cause of the Service Level Termination Event within thirty (30) days of notice from the Customer specifying that a Service Level Termination Event has occurred; or
- (b) on thirty (30) days' written notice to Virtual Memory Box Limited if the Customer does not accept any increase in the Licence Fees notified to it by Virtual Memory Box Limited pursuant to clause 9.7.

15.5. Either Party shall be entitled to terminate this Agreement in accordance with clause 17.

15.6. Virtual Memory Box Limited may suspend the operation of this Agreement in whole or in part, immediately on written notice to the Customer in the event that Virtual Memory Box Limited is entitled to terminate this Agreement under the provisions of this clause 15.

15.7. On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate;
- (b) within fourteen (14) days of termination of the Agreement, each Party will return all Confidential Information of the other Party in its possessions and will not make or retain any copies of such Confidential Information except as required by Applicable Law or to comply with any applicable legal or accounting record-keeping requirement;
- (c) the Customer shall immediately pay to Virtual Memory Box Limited all of Virtual Memory Box Limited' outstanding unpaid invoices (together with any accrued interest if such invoices are outside their payment terms) and, in respect of Services supplied but for which no invoice has been submitted, Virtual Memory Box Limited may submit an invoice, which shall be payable immediately on receipt of invoice (without prejudice to any other rights and remedies of Virtual Memory Box Limited);
- (d) Virtual Memory Box Limited shall cease Processing the Personal Data within ninety (90) days upon the termination or expiry of the Agreement and as soon as possible thereafter at the choice of the Customer, either return, or delete from its systems, the Personal Data, unless EU or Member State requires longer storage of such Personal Data. If the Customer does not inform Virtual Memory Box Limited of its choice to require the return or deletion of such Personal Data within ninety (90) days of the termination or expiry of the Agreement, then the Customer shall be deemed to have chosen the deletion of the Personal Data. The Customer acknowledges that Virtual Memory Box Limited may continue to process information derived from Personal Data in anonymised, aggregated reports during the term and following termination of the Agreement; and

- (e) the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15.8. If prior to the expiry of the Initial Term or any Renewal Term, either:

- (a) Virtual Memory Box Limited terminates this Agreement in accordance with the provisions of clause 15.2 or 15.3; or
- (b) the Customer terminates this Agreement for any reason other than as set out in clauses 15.2 or 15.4,

then in addition to any outstanding amounts payable in respect of clause 15.7(c), the Customer shall be obliged to pay to Virtual Memory Box Limited such sum to be calculated on the following basis:

$E = (A \times B) \times D$, where:

- A refers to the number of calendar months (and, where termination under this clause 15 occurs part way through a month, rounded up to the next complete calendar month) between the date of termination of the Agreement and the date the Initial Term or any Renewal Term would have otherwise expired by effluxion of time;
- B refers to the monthly Licence Fee;
- D refers to 0.65, representing a thirty-five percent (35%) discount applied by Virtual Memory Box Limited to reflect accelerated receipt of payment, Virtual Memory Box Limited' duty to mitigate its loss and Virtual Memory Box Limited not being required to perform its obligations hereunder; and
- E refers to the payment due from the Customer.

Any such payment shall become due within three (3) Business Days of receipt of invoice.

15.9. Virtual Memory Box Limited and the Customer confirm that any sums calculable and payable pursuant to clause 15.8 represent a genuine pre-estimate of Virtual Memory Box Limited' loss.

16. **Further Assurance**

The Customer shall from time to time at its own cost do or procure the doing of all such acts and things, and execute or procure the execution of all such documents in a form reasonably satisfactory to Virtual Memory Box Limited, which Virtual Memory Box Limited may reasonably require for the purpose of giving full effect to this Agreement.

17. **Force majeure**

Neither Party shall be liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the Party so delaying (the "**Delaying Party**") and the Delaying Party shall be entitled to a reasonable extension of time for the performance of such obligations. If the Delaying Party is prevented, by such circumstances beyond its reasonable control, from performance of its obligations for a continuous period in excess of three (3) months and such prevention substantially affects the operation of this Agreement, the other Party shall have the right to terminate this Agreement upon giving thirty (30) days' written notice of such termination to the Delaying Party, in which case neither Party shall have any liability to the other except that rights and liabilities accrued prior to such termination shall continue to subsist.

18. **Waiver**

- 18.1. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.
- 18.2. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

19. **Severance**

- 19.1. 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.
- 19.2. 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.

20. **Entire agreement**

- 20.1. This Agreement represents the whole agreement and understanding between the Parties and supersedes and extinguishes all other arrangements, agreements, understandings, statements, representations, warranties, undertakings or promises (whether in writing or not) made between, by or on behalf of the Parties prior to entering into this Agreement except to the extent expressly repeated in this Agreement ("**pre-contractual statements**") including any heads of agreement related to the subject matter hereof.
- 20.2. Without prejudice to clause 20.1, each Party warrants to the other that, in entering into this Agreement, it has not relied on and shall have no remedy in respect of any pre-contractual statement. Nothing in clauses 20.1 or 21.2 is intended to limit either Party's liability for fraud or fraudulent misrepresentation.

21. **Assignment**

- 21.1. The Customer shall not, without Virtual Memory Box Limited' prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 21.2. Virtual Memory Box Limited 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.

22. **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, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. **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.

24. **Counterparts**

Transmission of the executed signature page of a counterpart of this Agreement by (a) fax or (b) email (in PDF, JPEG DocuSign or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

25. **Notices**

25.1. Any notice given under this Agreement must be in writing and must be delivered personally or sent by recorded first-class post or by email to the Party to whom it is being given at the address or email address, and marked for the attention of the person, specified in the Term Sheet, clause 25.2 or to such other address or email address, or marked for the attention of such other person, as the applicable Party may from time to time notify to the other by notice given in accordance with this clause 25.

25.2. The notice details of the Parties for the purposes of clause 25.1 are:

(a) in the case of Virtual Memory Box Limited:

Address: Studio 4 5th Floor Carliol Studios Carliol Square Newcastle
Upon Tyne, Tyne, & Wear, NE1 6UF

Email address: Christian@virtualmemorybox.org

Attention: Christian Brock

(b) in the case of the Customer the notice details set out in the Term Sheet:

25.3. A notice delivered or sent in accordance with clause 25.1 will be deemed to have been given, if delivered personally or by recorded first-class post (other next working day delivery service), 9.00 am on the Business Day after posting or at the time recorded by the delivery service. If sent by email at 9.00 am on the next Business Day after transmission and in proving the giving of a notice, it shall be sufficient to show that delivery was made or that the email was properly addressed and transmitted, as the case may be.

26. **Governing law and jurisdiction**

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

26.2. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SIGNED by the Parties on the date set out in the Term Sheet.

Schedule 1 **Definitions and Interpretation**

Part 1. **Definitions**

In this Agreement, unless the context otherwise requires:

"Agreement" means the Term Sheet and the Standard Terms;

"Applicable Law" means any law, enactment, regulation, regulatory policy, guideline, and requirement of any Relevant Authority (including good practice codes) applicable to a Party and/or to any of the activities of a Party (including activities of the Customer using the Service);

"Business Day(s)" means any day which is not a Saturday, Sunday or public holiday in the UK;

"Commencement Date" means the date of signature of this Agreement by both Parties;

"Confidential Information" means the terms of this Agreement, including any amounts payable hereunder, and, in relation to either Party, all information (whether oral, written or in electronic or any other form) belonging to or relating to that Party, its business affairs or activities (including information concerning methods of design, development, marketing and distribution of the Service and/or the Software, and any trade secrets, intentions or business plans of either Party) which is marked or stated to be confidential or which due to its character or nature, a reasonable person in a like position and under like circumstances would treat as and/or reasonably believe to be confidential;

"Customer" has the meaning set out in the Term Sheet;

"Customer Group" means the Customer, any holding company of the Customer from time to time, all direct or indirect subsidiaries of any such holding companies from time to time, and all companies in common ownership with the Customer from time to time;

"Customer Systems" means such software systems of the Customer as may inter-operate with the Software from time to time;

"Data Protection Legislation" means all applicable data protection legislation in force from time to time in the UK including: (i) unless and until the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") is no longer directly applicable in the UK, the GDPR; (ii) the Data Protection Act 2018; (iii) any laws which implement any of the foregoing in the UK; and (iv) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing in the UK;

"Documentation" means the document made available to the Customer by Virtual Memory Box Limited by email or as otherwise notified by Virtual Memory Box Limited to the Customer from time to time which sets out a description of the Services and the user instructions for the Services;

"End User" means those employees of the Customer who are authorised by the Customer to use the Services and the Documentation;

"End User Licence Agreement" or "**EULA**" means the terms and conditions between End Users and Virtual Memory Box Limited relating to the Service as may be specified by Virtual Memory Box Limited from time to time and notified in writing to the Customer;

"Fees" means the Setup Fee and the Licence Fees;

"Initial Term" means the initial term of this Agreement as set out in the Term Sheet;

"Insolvency Event" means that a person:

- (a) is unable to pay its debts or becomes insolvent or bankrupt or ceases to trade;

- (b) is the subject of an order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction, which does not materially reduce that entity's assets);
- (c) has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
- (d) enters into or proposes any composition or arrangement with its creditors generally (otherwise than for the purpose of a financing or solvent amalgamation or reconstruction, which does not materially reduce the entities' assets); or
- (e) is the subject of any events or circumstances analogous to any of the foregoing in any applicable jurisdiction;

"Intellectual Property Rights" means patents, rights to inventions, rights to use and preserve the confidentiality of information (including know-how and trade secrets), registered designs, copyrights, topography rights, all rights in computer programs, firmware, 'apps' and other computer software and data, database rights, rights in designs, rights in get-up, rights affording equivalent protection to copyright, database rights, design rights, trade marks, rights in service marks, logos, domain names, business names, trade names and domain names, and moral rights, in each case howsoever arising and in whatever media, whether registered or unregistered and including all applications (or rights to apply) for and to be granted, renewals or extensions of, and rights to claim priority from, such rights, which subsist or will subsist now or in the future in any part of the world;

"Licence Fee" means the licence fees set out in Schedule 2;

"Virtual Memory Box Limited" has the meaning set out in the Term Sheet;

"Virtual Memory Box Limited Group" means Virtual Memory Box Limited, any holding company of Virtual Memory Box Limited from time to time, and all direct or indirect subsidiaries of any such holding companies from time to time;

"Virtual Memory Box Limited Materials" means any and all materials, software, content, information, data or systems of any kind whatsoever created, produced or provided by Virtual Memory Box Limited or its licensors, including, any graphical, animated and other material provided by Virtual Memory Box Limited for use in connection with the Service, and any materials relating to the Service;

"Normal Business Hours" means 9.00 am to 5.00 pm local UK time, each Business Day;

"Parties" means Virtual Memory Box Limited and the Customer, and **"Party"** shall be construed accordingly;

"Prohibited Content" means content or materials which (a) infringes the Intellectual Property Rights of any third party; (b) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (c) facilitates illegal activity; (d) depicts sexually explicit images; (e) promotes unlawful violence; (f) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (g) in a manner that is otherwise illegal or causes damage or injury to any person or property;

"Relevant Authority" means any governmental, regulatory or other competent authority that regulates and/or supervises any of Virtual Memory Box Limited, the Customer and/or either of their activities (including activities of the Customer using the Service) including any tax authority;

"Service Levels" means the service levels to which the Services are to be provided, as set out in Schedule 3;

"Services" means the subscription services provided by Virtual Memory Box Limited to the Customer under this Agreement as notified to the Customer by Virtual Memory Box Limited from time to time, as more particularly described in the Documentation;

"Software" means the software which enables Virtual Memory Box Limited to offer the Service to Customers in accordance with this Agreement;

"Standard Terms" means this document, including the Schedules;

"Supplier Roadmap" means the indicative roadmap for Virtual Memory Box Limited' ongoing development of Services.

"Term" means the period described in clause 15.1;

"Term Sheet" means the attached term sheet agreed between the Parties; and

"Virus" means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

Part 2. Interpretation

1. In this Agreement, unless the context otherwise requires:
 - (a) terms defined in the Term Sheet shall have the same meanings ascribed to them in these Standard Terms;
 - (b) references to clauses and Schedules are to clauses of, and schedules to, these Standard Terms;
 - (c) references to the singular include the plural and vice versa and references to one gender include all genders;
 - (d) references to a **"person"** include any company, partnership or unincorporated association (whether or not having separate legal personality) and references to a **"company"** include any company, corporation or other body corporate (wherever and however incorporated or established). The expression **"subsidiary"** has the meaning given in the Companies Act 2006;
 - (e) references to a statute or statutory provision include (i) that statute or statutory provision as modified, re-enacted or consolidated from time to time (whether before or after the date of this Agreement) (ii) any past statute or statutory provision (as modified, re-enacted or consolidated from time to time) which that statute or statutory provision has directly or indirectly replaced and (iii) any subordinate legislation made from time to time under that statute or statutory provision.
 - (f) the words **"include(s)"** and **"including"** are to be construed as if followed by the words **"without limitation"**; and

- (g) references to "**writing**" or "**written**" shall include emails (but not faxes), provided that if a notice is required to be given under this Agreement is served by email it must also be confirmed by post.
 - (h) references to a "**month**" are to a calendar month.
2. The Schedules form part of the Standard Terms and shall have the same force and effect as if set out in the body of these Standard Terms and any reference to this Agreement shall include the Schedules.
 3. The headings in this Agreement are included for convenience only and shall be ignored in interpreting this Agreement.

Schedule 2 **Fees**

- 1 As consideration for the provision of the Service and for the grant of a licence to use the Software, the Customer agrees to pay to Virtual Memory Box Limited the Setup Fee and the Licence Fees as set out in this Schedule 2.

- 2 **Setup Fee**

The Customer irrevocably agrees to pay to Virtual Memory Box Limited the Setup Fee in respect of the configuration work undertaken relating to the Services within thirty (30) days of the date of this Agreement.

- 3 **Licence Fees**

- 3.1. In consideration of the grant of the licence to use the Software, the Services and the Documentation pursuant to clause 3.1, the Customer shall pay to Virtual Memory Box Limited in cleared funds the Licence Fees monthly in advance with the effect from the Commencement Date.

- 4. Additional Fees**

- 4.1 Without prejudice to paragraph 3.1 above, Virtual Memory Box Limited may at any time after the first anniversary of the Commencement Date, increase the Licence Fees provided that:

- (a) the increase shall not exceed a percentage equal to the percentage increase in the Retail Prices Index published by the Office for National Statistics (or its successor from time to time) for the period from the Commencement Date (in the case of the first increase) or the date on which the immediately preceding increase came into effect pursuant to this clause 4 (in the case of the second or any subsequent increase) up to the date of this notice; and
- (b) the increases shall be no more frequent than once in any 12-month period.

- 5. Payment of Licence Fees**

- 5.1 Subject to the prior receipt of a valid invoice from Virtual Memory Box Limited, the Customer shall pay the Licence Fees to Virtual Memory Box Limited within thirty (30) days of the date of invoice by direct transfer into such bank account as may be notified by Virtual Memory Box Limited to the Customer from time to time.

Schedule 3 **Service Level Arrangements**

1. **Interpretation**

- 1.1 The service level agreement in this supplemental ("**Service Level Agreement**") schedule supplements the Agreement between Virtual Memory Box Limited and the Customer.
- 1.2 The additional definitions set out in paragraph 6 shall apply in this Service Level Agreement. Any defined terms in the Agreement will have the same meaning in this Service Level Agreement unless stated otherwise. In the case of a conflict or ambiguity between (i) the Agreement and (ii) the Service Level Agreement, then a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

2. **Service availability**

- 2.1 Virtual Memory Box Limited shall use reasonable endeavours to provide at least a ninety nine per cent (99%) uptime service availability level ("**Uptime Service Level**") for the Software during any calendar month. This availability refers to an access point on Virtual Memory Box Limited' hosting provider's backbone network. It does not apply to the portion of the circuit that does not transit the hosting provider's backbone network, as the Customer is responsible for its own internet access.
- 1.1 A Service Level Termination Event shall occur if the Software is not available consistently for more than four (4) consecutive calendar days.
- 1.2 In the event of a Service Level Termination Event, the Customer shall be entitled to terminate this Agreement in accordance with the provisions of clause 15.4(a) of the Standard Terms.
- 1.3 Availability does not include:
 - (a) outages, failures or decreased availability caused by the act or omission of the Customer or a third party (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by Virtual Memory Box Limited to perform the Services);
 - (b) any decreased availability that is attributable to software or systems under the control of the Customer or that arises as a result of a failure of third party equipment, hardware and/or software;
 - (c) any failure or decreased availability that arises as a result of a DDOS (denial-of-service) attack; or
 - (d) outages or disruptions attributable in whole or in part to force majeure events within the meaning of clause 10 of the Standard Terms.

2. **Availability calculation and measurement**

- 2.1 All measurements are performed at five-minute intervals and measure the availability of an availability test page within the Software within thirty (30) seconds. Availability measurement begins on the first day of the first calendar month following the Commencement Date. Availability measurement shall be carried out by Virtual Memory Box Limited and is based on the monthly average percentage availability, calculated at the end of each calendar month as the total actual uptime minutes divided by total possible uptime minutes in the month.
- 2.2 Planned maintenance downtime is to be scheduled in collaboration with Partner not less than two (2) Business Days prior to the planned downtime (and **Planned Maintenance Downtime** shall be construed accordingly).

3. **Licence Fees**

- 3.1 The provision of Support Services on a remote, off-site basis (such as over the telephone or by e-mail or by use of remote desktop support software) within the Support Period shall be included in the Licence Fees.
- 3.2 The provision of Support Services outside the Support Period or the provision of Out-of-scope Services shall be charged for at the applicable time and materials rates set out in the Contract.

4. **Communications**

- 4.1 In addition to the mechanisms for giving notice specified in clause 25 of the Standard Terms, the Parties may communicate in respect of any matter referred to in this by e-mail (unless specified otherwise).

5. **Definitions and Interpretation**

- 5.1 In this Service Level Agreement, the following additional definitions shall apply:

Commercial Reasonable Endeavours

means the same degree of priority and diligence with which Virtual Memory Box Limited meets the support needs of its other similar customers;

Customer Cause:

means any of the following causes:

- (a) any improper use, misuse or unauthorised alteration of the Software by the Customer;
- (b) any use of the Software by the Customer in a manner inconsistent with the then-current Documents;
- (c) the use by the Customer of any hardware or software not provided by Virtual Memory Box Limited or approved by Virtual Memory Box Limited in the Specification for use by the Customer in connection with the Software ; or
- (d) the use of a non-current version or release of the Software;

Help Desk Support:

means any second line support provided to the Customer by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Software. For the avoidance of doubt, Help Desk support does not include first line support to End Users for which the Customer shall be responsible;

Out-of-scope Services:

means any Support Services provided by Virtual Memory Box Limited:

- (a) in connection with any apparent problem regarding the Software reasonably determined by Virtual Memory Box Limited to have been caused by a Customer Cause or a cause outside Virtual Memory Box Limited' control (including any investigational work resulting in such a determination);
- (b) Outside Support Hours;

Planned Maintenance Downtime

has the meaning given in paragraph 3.2;

Support Hours:

means Monday to Friday 9.00m GMT/BST to 17.00pm GMT/BST but excluding statutory or bank holidays;

Support Period:

means the period commencing from the day following the Commencement Date and ending on the date of expiry or termination of the Agreement; and

Support Services:

means maintenance of the then-current version or release of the Software, including Help Desk Support but excluding any Out-of-scope Services.

Schedule 4 **Processing, Personal Data and Data Subjects**

1. **Subject matter of the processing**

[This Agreement relates to the provision of a browser based software platform by Virtual Memory Box Limited to the Customer.]

2. **Nature and purpose of the processing**

[Virtual Memory Box Limited will process the Personal Data in order to provide the Services to the Customer, including enabling the Customer and their End Users to use the functionalities of the Software in accordance with this Agreement.]

3. **Duration of the processing**

[Unless otherwise required under any Applicable Law, the Personal Data shall be held by Virtual Memory Box Limited no longer than as set out in this Agreement.]

4. **Categories of Data Subjects and types of Personal Data**

Categories of Data Subjects	Types of data
End User	Identity data, e.g.: name, gender
	Contact data, e.g.: email address, language, time zone

5. **Approved Sub-processors**

Third party processor	Location	Purpose of processing
Amazon Web Services	1 Principal Place, London, Worship Street, EC2A 2FA, United Kingdom	Hosting of data and backups in cloud server environment.

Schedule 5

No additional specification needed