

THIS AGREEMENT is made on the _____ day of _____ 2025

BETWEEN

1. **6D DEMENTIA LTD** of 122 Atlantic Road, Portrush, Northern Ireland, BT56 8PB (**6DD**); and
2. [] a company incorporated under the laws of Northern Ireland, with company number [],
having its registered office at [] (**Provider**).

Each of 6DD and Provider may be hereinafter referred to as a **Party** and collectively as the **Parties**.

IT IS HEREBY AGREED AS FOLLOWS:

1. **INTERPRETATION AND DEFINITIONS**

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

6DD IP means such Intellectual Property Rights belonging to 6DD (including Created IP and New IP) or its licensors as Provider may need to use to fulfil its obligations under this Agreement.

Agreement means this agreement.

Business Day means Monday to Friday, excluding (a) national and bank holidays in Northern Ireland and (b) any other day which the parties have from time to time agreed in writing to constitute a holiday.

Business Hours means [0900 to 1700 hours on a Business Day].

Commencement Date means the date of this Agreement.

Contract Year means each year of the term of this Agreement, commencing on the Commencement Date and each anniversary of it.

Created IP means any and all Intellectual Property Rights created by Provider for 6DD before the Commencement Date and listed in Schedule 3.

Estimated Year 1 Charges means the anticipated total charges payable by Esri UK in the first Contract Year specified in all then existing Schedules;

Estimated Yearly Charges means:

- a) in the first Contract Year, the Estimated Year 1 Charges; or
- b) in any subsequent Contract Years, the charges paid or payable in the previous Contract Year; or
- c) after the end of the Agreement, the charges paid or payable in the last Contract Year;

Good Industry Practice means the exercise of that degree of skill, diligence, prudence, foresight and practice which would be reasonably and ordinarily expected from an experienced supplier engaged in the same or similar type of undertaking as the Provider.

Intellectual Property Rights means copyright, database rights, patents, patent applications, patent rights, rights in designs, trademarks, trademark applications, trademark registrations, trademark rights, rights in information, trade secrets and all other intellectual property and proprietary information rights as may exist now or hereafter come into existence, all modifications, continuations,

renewals and extensions of the foregoing, and all claims, actions, causes of action, damages, costs, expenses, profits, penalties, recoveries and remedies relating to any past, present or future infringement of any of the foregoing, arising under the laws of any country, state or jurisdiction in the world.

New IP means any and all Intellectual Property Rights created by Provider for 6DD after the Commencement Date.

New IP Services means ongoing software development and associated services (not being Support Services), as may be agreed by the Parties from time to time in an SOW.

Services means the New IP Services and the Support Services.

Provider IP means all Intellectual Property Rights, excluding Created IP and the New IP, but including Third Party IP, and provided to 6DD to use in the course of the provision of the Services.

Support Services means the services described in Schedule 2.

SOW means a statement of work, substantially in the form set out in Schedule 1, signed by both Parties.

Third Party means a party other than the Parties.

Third Party IP means all Intellectual Property Rights owned by a Third Party and used by Provider in the provision of the Services.

- 1.2 Clause and schedule headings do not affect the interpretation of this Agreement. Words in the singular include the plural and in the plural include the singular. A reference to a clause or a Schedule is a reference to a clause or a schedule of this Agreement. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it. References to **including** and **include(s)** shall be deemed to mean respectively **including without limitation** and **include(s) without limitation**.

2. SERVICES

- 2.1 From time to time throughout the duration of the Agreement, the Parties may agree to enter into an SOW and Provider shall provide the identified New IP Services to 6DD in accordance with the SOW in question. Each SOW shall contain the following information:

- 2.1.1 wording incorporating the provisions of this Agreement;
- 2.1.2 the effective date of the SOW and the term of the SOW (if applicable);
- 2.1.3 a description of the New IP Services to be provided, including any specifications, milestones and performance standards;
- 2.1.4 a description of 6DD's responsibilities (if additional to those set out herein), including any facilities that will be required by Provider in the provision of the New IP Services; and
- 2.1.5 the amounts payable for the New IP Services

provided that if there is any ambiguity or contradiction between the terms set out in the Agreement and the terms in any SOW, the terms of this Agreement shall take precedence unless the SOW expressly states otherwise.

- 2.2 Provider undertakes:

- 2.2.1 to provide the New IP Services in accordance with the relevant SOW;
- 2.2.2 to provide the Support Services in accordance with Schedule 1;
- 2.2.3 to use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the introduction of any virus or other malicious code that will degrade or infect any of 6DD's applications, products, platforms, websites, service or any other software, network or system; and
- 2.2.4 at all times during the term of this Agreement to use all reasonable care, skill and diligence and in accordance with Good Industry Practice in its provision of the Services. The Provider shall not act in any way which could bring the reputation of 6DD into disrepute.

3. **INTELLECTUAL PROPERTY RIGHTS**

3.1 Each of 6DD and Provider agree that Intellectual Property Rights shall be owned on the following basis:

- 3.1.1 the Intellectual Property Rights in the Created IP and the New IP shall belong to 6DD, and become 6DD IP, and the provisions of clause 3.2 apply;
- 3.1.2 6DD shall allow Provider to use the 6DD IP in order to provide the Services, and the provisions of clause 3.3 apply;
- 3.1.3 Provider and/or its licensors shall own the Intellectual Property Rights in the Provider IP, and shall allow 6DD to use the Provider IP in accordance with the provisions of clause 3.4.

3.2 Provider hereby assigns to 6DD, as legal and beneficial owner without encumbrance:

- 3.2.1 all existing rights, title and interest in the Created IP; and
- 3.2.2 all rights in the New IP by way of present assignment of future Intellectual Property Rights upon creation of the same

and Provider undertakes, at the request and reasonable expense of 6DD, to bring into effect or do all acts and execute all documents which may be necessary to confirm the title of 6DD to the Created IP and/or the New IP or to enable 6DD to protect, perfect, enforce or enjoy the Created IP and/or New IP.

3.3 6DD grants to Provider on, and subject to the terms and conditions of and for the duration of, this Agreement, a royalty-free, non-exclusive, non-transferable and non-assignable licence to use the 6DD IP solely for the provision of the Services.

3.4 Provider grants to 6DD on and subject to the terms and conditions of, and for the duration of, this Agreement a royalty-free, non-exclusive, non-transferable and non-assignable licence to use the Provider IP.

3.5 Each Party acknowledges that it hereby acquires only the right to access and use (in the case of Provider) the 6DD IP and (in the case of 6DD) the Provider IP in accordance with this Agreement, and that:

- 3.5.1 ownership of the 6DD IP shall remain with 6DD (or where relevant its licensors); and
- 3.5.2 ownership of the Provider IP shall remain with Provider.

3.6 Each Party undertakes to indemnify the other Party and keep the other Party indemnified against all losses, claims, liabilities and costs (including reasonable legal costs) arising from any claim actually and directly incurred by the indemnified Party that (where the indemnifying Party is Provider) the use of the Provider IP by 6DD, and/or (where the indemnifying Party is 6DD) the use of the 6DD IP by Provider in accordance with this Agreement infringes the Intellectual Property Rights of a Third Party **provided that:**

3.6.1 6DD shall have no liability under the indemnity in relation to any Intellectual Property Right which has been created for 6DD and/or transferred by Provider to 6DD in accordance with this Agreement as Created IP and/or New IP; and

3.6.2 the indemnified Party notifies the indemnifying Party promptly upon becoming aware of any such claim, allows the indemnifying Party sole conduct of such claim and provides the indemnifying Party with reasonable assistance in relation to the claim at the indemnifying Party's expense.

4. **PAYMENT**

4.1 6DD shall pay Provider:

4.1.1 £1 (the receipt and the adequacy as consideration of which is acknowledged by Provider) on the Commencement Date as consideration for assignment of the Created IP;

4.1.2 £[] on the Commencement Date and on the [first] day of each successive calendar month as consideration for provision of the Support Services;

4.1.3 the fee identified in each SOW and in consideration of the provision of the New IP Services at the amount and frequency identified in the relevant SOW.

4.2 Provider may invoice expenses actually, reasonably and directly incurred by it subject to provision of adequate receipts, and subject to obtaining 6DD's prior written approval for any single expense or related expenses exceeding £100.

4.3 6DD will pay all undisputed invoiced fees and additional charges (including expenses) within thirty days of receipt of invoice. In the event that 6DD disputes any invoice, it will promptly notify and the Provider, and will pay any undisputed element of the invoice in accordance with this clause 4.3.

4.4 All fees and any additional charges shall be exclusive of value added tax or any other tax, duty, levy, fee or charge which shall be added to invoices at the rate applicable at the date of invoice and which shall be payable by 6DD.

5. **TERMINATION**

5.1 This Agreement will commence on the Commencement Date, and will continue in force until terminated in accordance with this clause 5.

5.2 Either Party may terminate this Agreement with no liability to the other:

5.2.1 at any time with no less than 3 months' notice in writing, provided that no SOWs are outstanding;

5.2.2 forthwith if the other Party:

(i) is in material default of any obligation imposed upon it by this Agreement (including any Schedule), a notice of default has been served, and the defaulting Party has not cured such failure to the satisfaction of the non-defaulting Party within fifteen (15) Business Days of receiving the notice of default; and/or

- (ii) either becomes bankrupt or insolvent; or enters into any kind of composition, scheme of arrangement, compromise or arrangement involving that Party and its respective creditors generally (or any class of them) save for the purposes of a bona fide company reorganisation; or is unable to pay its debts; or has any steps taken against it to enforce any charge or other security over all or a substantial part of that Party, or any kind of attachment, distress or execution is levied, enforced or sued out on or against that Party or all or a substantial part of its property; or is the subject of a lawful appointment of an individual or entity with power to manage the affairs, business and property of that Party, or documents are filed with a court of competent jurisdiction for the appointment of such individual or entity, or notice of intention to appoint such individual or entity is given by that Party or its directors or by a third party entitled to make such an appointment; or is the subject of an order for the seizure of the assets or a substantial part thereof of that Party made by any court having jurisdiction.

5.3 Upon termination of this Agreement:

- 5.3.1 no new SOW will be entered into;
- 5.3.2 subject to clause 5.3.3, all SOWs in force at the date of termination shall continue in force until their termination;
- 5.3.3 notwithstanding clause 5.3.2, if either Party terminates this Agreement in accordance with clause 5.2. each SOW shall immediately terminate; and
- 5.3.4 any termination of this Agreement howsoever arising shall not affect any accrued rights or liabilities of either Party.

5.4 The provisions of clauses 3.7, 5, 6, 7 and 8 shall survive termination of this Agreement.

6. **CONFIDENTIALITY**

- 6.1 In relation to either Party, **Confidential Information** as used in this Agreement shall mean any and all information relating to that Party (or to any parent undertaking and/or subsidiary undertaking of that Party, as those terms are defined by section 1162 of the Companies Act 2006 (as amended)) which is disclosed before or after the Commencement Date by that Party (**Discloser**) to the other Party (**Recipient**), and which is provided, either directly or indirectly, in writing, orally or by inspection, and being any and all information which is specified as confidential or which a reasonably prudent person should know is expected to be treated as confidential.
- 6.2 Each Party agrees that it will not use any Confidential Information of the other Party for any purpose, nor disclose any such Confidential Information to any third party without the other Party's prior written consent (and in the event that such consent is given Recipient will ensure, prior to such disclosure, that each such third party is made aware of the confidential nature of the Confidential Information and agrees in writing to be bound by conditions of secrecy no less strict than those set out in this Agreement).
- 6.3 Each Party agrees that, without affecting any rights or remedies that Discloser may have, damages would not be an adequate remedy for any breach by Recipient of the provisions of this Agreement and Discloser shall be entitled to apply for the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this letter by Recipient and that no proof of special damages shall be necessary for the enforcement of this Agreement.
- 6.4 Information shall not be deemed to be Confidential Information to the extent that it was in the public domain at or subsequent to the time it was communicated to Recipient by Discloser through no fault of Recipient; it was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by Discloser; it was communicated by the

Discloser to an unaffiliated third party free of any obligation of confidence; or the communication was in response to a valid order by a court or other governmental body or was otherwise required by law.

7. **DATA PROTECTION**

7.1 Each Party shall at all times comply with the provisions of Schedule 4.

8. **LIABILITY**

8.1 Neither Party makes any warranty or representation not expressly set forth in this Agreement. To the maximum extent permitted by law, and except for the warranties expressly set forth herein, each Party disclaims any and all other warranties and conditions, whether express, implied, or statutory, including but not limited to implied warranties (if any) of merchantability, non-infringement, fitness for a particular purpose and satisfactory quality.

8.2 Each Party's liability will be limited as follows:

8.2.1 nothing in this Agreement shall limit a Party's liability for death or personal injury caused by the negligence of it, or for any liability which may not be limited under governing law;

8.2.2 subject to clause 8.2.1 above, neither Party shall be liable in contract, tort, or in relation to breach of statutory duty or any other right of action for any special, incidental, indirect or consequential losses; and

8.2.3 subject to clause 10.4.1 above, the aggregate liability of either Party arising out of or in connection with the performance of this Agreement shall not exceed the amount of the total fees actually paid by 6DD to Provider in the twelve months preceding the point in time that such liability is incurred . This clause shall not apply to clause 3.8.

8.3 Each provision of this clause 8 shall be construed separately and shall continue and survive even if for any reason one or other of those provisions is held invalid or unenforceable in any circumstances.

9. **FORCE MAJEURE**

9.1 Neither Party shall be liable for delay in performing the obligations or for the failure to perform obligations if the delay or failure results from any cause beyond its reasonable control including without limitation acts of God, fire, explosion, war, terrorism, embargo, and any governmental action (**Force Majeure Event**). Either Party may terminate this Agreement in the event that a Force Majeure Event has occurred preventing either Party from performing or continuing to perform its obligations for a period of more than four months. The Party claiming a Force Majeure Event shall take all action which is reasonable under the circumstances to overcome any such cause of prevention or delay and to proceed with the performance of its obligations hereunder.

10. **GENERAL**

10.1 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 the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

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

- 10.3 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the Parties.
- 10.4 This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each Party 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.
- 10.5 Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the Parties or as constituting either Party as the agent of the other Party for any purpose whatsoever.
- 10.6 6DD may not transfer, assign or novate the whole or any part of the Agreement or the benefit of it or any right under it without Provider's prior written approval.
- 10.7 This Agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 10.8 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 10.9 No delay by either Party in exercising its rights under this Agreement shall constitute a waiver of those rights.
11. **GOVERNING LAW AND JURISDICTION**
- 11.1 This Agreement is governed by and construed in accordance with the laws of Northern Ireland, and subject to the non-exclusive jurisdiction of the Northern Irish courts.

Signed by [NAME]
for and on behalf of **6D DEMENTIA**
LIMITED]

Signed by [NAME]
for and on behalf of **[insert name of**
Brendan's company here]

SCHEDULE 1 – TEMPLATE SOW

This SOW is entered into pursuant to, and incorporates the terms of an agreement entered into by 6D Dementia Limited and [insert name of Brendan's company here] on [insert date on which the main agreement was signed] (Master Agreement).

Defined terms set out in this SOW shall, unless otherwise expressed to the contrary, have the same meaning as set out in the Master Agreement.

Execution Date of SOW:	[] 2025
Term of SOW:	From [] to []
Scope of work:	[]
New IP:	[specify the file names of the New IP being created]
Payment:	£ [] per day or part thereof.
Payment Arrangements	Payable [monthly in arrears]

Signed by [NAME]
for and on behalf of 6D DEMENTIA LIMITED

Signed by [NAME]
for and on behalf of [insert name of Brendan's company here]

SCHEDULE 2: SUPPORT SERVICES

During the term of this Agreement Provider will provide the Support Services in accordance with this Schedule 2.

1. SCOPE OF SUPPORT

- 1.1. The support provided by Provider will comprise the following:
 - 1.1.1. Response to unforeseen incidents and issues
 - 1.1.2. Investigation of issues
 - 1.1.3. Advice on workarounds as temporary fixes
 - 1.1.4. Answering queries and estimating changes
 - 1.1.5. Provision of **How to...?** advice
 - 1.1.6. Proactive maintenance
 - 1.1.7. Reports and review meetings
 - 1.1.8. Documentation of environment and processes to assist with support
 - 1.1.9. Assessment of upgrades and software patches
- 1.2. The following support is out of scope:
 - 1.2.1. Infrastructure support.

2. SUPPORT PROCEDURE

- 2.1. All communication with Provider's support teams should be directed to and processed via tickets sent to [[help@\[redacted\].com](mailto:help@[redacted].com)] or through the email support channel provided to 6DD by Provider. This is important to ensure open visibility on all project related discussions, and to ensure all 6DD requests and queries are processed quickly and fairly, as well as providing an audit trail of actions taken by Provider.
- 2.2. Responses to tickets will typically be received by 6DD during Business Hours.
- 2.3. For tickets classified as P0 & P1 by 6DD in accordance with the table detailed at paragraph 2.6 below, a first response will be provided within 1 business hour. For all other tickets, a first response will be provided within 8 Business Hours.
- 2.4. Provider will triage tickets received each day and provide a first response, as well as update tickets based on initial diagnosis, e.g. ticket type, status. Tickets will then be processed in order of urgency as reasonably deemed by Provider.
- 2.5. Tickets are prioritised by Provider based on the following system. 6DD can add a priority of **Highest, High, Medium, Low** or **Lowest** when submitting tickets. These priorities help Provider identify urgency and required action for tickets received. Customer priorities do not need to be changed based on internal ticket prioritisation:
 - P0** – Service is down. Immediate attention. This is a blocker.
 - P1** – A workflow process is interrupted by a bug or incorrect functionality, with no

optimum workaround. Must be fixed.

P2 – A workflow process is interrupted by a bug or incorrect functionality but there is an optimum workaround that does not significantly impact the organisation's processes. Should be fixed, time and resource permitting.

P3 –Enhancement to system.

P4 –Bespoke customisation or enhancement to the system.

2.6. Provider supports the following target response times:

Priority	Customer Priority	Target Response Time	Target Resolution
P0	Highest	1 Hour	2 hours
P1	High	1 Hour	1 Day
P2	Medium	4 Hours	1 Day
P3	Low	2 Days	5 Days
P4	Low	3 Days	Future Release

2.7. In relation to the above table:

- 2.7.1. **Target Resolution** means the elapsed time during Business Days from when Provider has acknowledged in writing that the incident has been validated until a resolution is achieved or a workaround is provided. When the issue has been validated, tickets will be transitioned to the scheduled status and a target release date provided;
- 2.7.2. resolution of incidents that are outside of Provider's direct control are not covered by this Agreement, e.g. 6DD network issues;
- 2.7.3. critical situations may require 6DD and Provider personnel to be available on an 'around-the-clock' basis;
- 2.7.4. security or regulatory issues will be assessed for business or reputational impact by Provider and 6DD and prioritised accordingly; and
- 2.7.5. where a reported fault or any other issue is found to be due to acts or omissions on the part of 6DD, their agents, or representatives, Provider will work with 6DD to ensure timely resolution, but the Target Resolution time will not be applicable.

2.8. Provider will follow the following stages when dealing with a support request ticket:

- 2.8.1. **Assign** – new ticket received. An available member of staff self-assigns the ticket and ensures the ticket contains accurate information relating to the software product involved.
- 2.8.2. **Triage** – staff perform an initial assessment of the ticket and set an internal priority (P0-P4).
- 2.8.3. **Log** – once the work required to resolve the ticket is ascertained, staff will carry out tasks to resolve the ticket.
- 2.8.4. **Respond** – tickets are monitored for new responses, and a member of staff will provide a response where required.
- 2.8.5. **Resolve** –Support team works to resolve tickets. If/when releases are published, support team staff will notify customers on their tickets that the functionality/fix is now available and in which release. The ticket is resolved.

- 2.9. A ticket can be escalated by agreement of 6DD and Provider. If a ticket is escalated, Provider will carry out an assessment to determine:
- 2.9.1. whether or not the ticket has been accurately classified and prioritised;
 - 2.9.2. whether it is possible and practical to resolve the ticket earlier than the estimated release date; and
 - 2.9.3. whether a temporary workaround is available for the issue while any other work is being carried out.

3. AVAILABILITY

- 3.1. Where Provider is providing any hosted services, Provider will use all reasonable endeavours to achieve 99.9% Availability.
- 3.2. In paragraph 3.1:
- 3.2.1. **Availability** means availability of the hosted services for all valid users (excluding Scheduled Maintenance, Emergency Maintenance, a Force Majeure Event, acts of third parties which are outside of Provider's direct control or downtime caused by or at the request of 6DD);
 - 3.2.2. **Scheduled Maintenance** means any period during which related software releases are deployed;
 - 3.2.3. **Emergency Maintenance** means the period during which software hotfixes or other bona-fide emergency remedies are deployed. Emergency maintenance is typically carried out at 6DD's request, or as required to rectify imminent security issues or software instability. If not requested by 6DD, Provider will use all reasonable endeavours to provide a notice period of 1 hour; and
 - 3.2.4. **Availability** shall only cover the services under the direct control of Provider and shall not include any components external to that estate, for example, the internet, network infrastructure provided by 6DD or local network management policies.

SCHEDULE 3

CREATED IP

The Created IP comprises the following modules:

[please insert a list of the software created for 6DD here]

SCHEDULE 4

DATA PROTECTION

- 1.1 The Parties acknowledge and agree that 6DD shall act as the Controller and the Provider shall act as 6DD's Processor in connection with the Processing by the Provider under the Agreement in accordance with this schedule 4.
- 1.2 Paragraph 2 below sets out the subject matter, duration, nature and purpose of Processing, types of Personal Data and categories of Data Subject to be Processed under this Agreement. The Parties may update these particulars, including in relation to any SOW, from time to time by agreement in writing.
- 1.3 In this schedule the following terms shall have the following meanings:
- (a) **6DD Personal Data** means Personal Data provided by 6DD to the Provider for use in the provision of the Services;
 - (b) **Data Protection Laws** means any law, enactment, regulation or order concerning the processing of data relating to living persons including:
 - (i) the EU GDPR, EU law on the protection of personal data as applicable pursuant to Article 71 of the Withdrawal Agreement (**EUWA**) and all other Data Protection Laws; and/or
 - (ii) the UK GDPR, the UK Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003;each to the extent applicable to the activities or obligations under or pursuant to this Data Protection schedule;
 - (c) **EU GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;
 - (d) **UK GDPR** means the EU GDPR as it forms part of the domestic law of the United Kingdom by virtue of the EUWA;
 - (e) the terms **Controller, Data Subject, Personal Data, Processor, Processing** and **Sub-processor** shall have the meaning given to those terms in the UK GDPR, and Process and Processed shall be construed accordingly.
- 1.4 The Provider shall:
- (a) only process 6DD Personal Data for and on behalf of 6DD, in accordance with 6DD's written instructions, for the sole purpose of performing the Services (unless the Provider is otherwise required to process Personal Data pursuant to the Data Protection Laws, in which case the Provider shall inform 6DD of that legal requirement before processing);
 - (b) not transfer any 6DD Personal Data outside of the United Kingdom unless the prior consent of 6DD has been obtained and the following conditions are fulfilled:
 - (i) the Provider has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;

- (iii) the Provider complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Provider complies with reasonable instructions notified to it in advance by 6DD with respect to the processing of the Personal Data;
- (c) not transfer 6DD Personal Data to any Sub-processor without the prior agreement of 6DD (any such approved Sub-processor an **Approved Sub-processor**);
- (d) ensure that persons who have access to and/or process 6DD Personal Data are obliged to keep 6DD Personal Data confidential;
- (e) maintain (and the Provider agrees to) the technical and organisational security measures in accordance with 6DD's Information Security Schedule as agreed in writing between the Parties to protect against unauthorised or unlawful processing of 6DD Personal Data and against accidental loss or destruction of, or damage to, 6DD 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, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting 6DD Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to 6DD Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (f) only allow access to 6DD Personal Data to an Approved Sub-processor or otherwise as permitted under the Agreement;
- (g) assist 6DD (when reasonably requested to do so and provided that the request is made promptly and includes all information reasonably necessary to action the request):
 - (i) to comply with any request or notice from a Data Subject exercising their rights under the Data Protection Laws in relation to 6DD Personal Data or any communication from the Data Protection Authority in relation to the Processing of 6DD Personal Data by the Provider under this Agreement; and
 - (ii) in ensuring compliance with its obligations under the Data Protection Laws with respect to security, notifying a Data Protection Authority or a Data Subject of a Breach of Security and where 6DD decides to carry out a data protection impact assessment (including any resulting consultation with the Data Protection Authority),

in each case insofar as this is possible and taking into account the nature of the Processing and the information available to the Provider.
- (h) at 6DD's option or direction on termination or expiry of the Agreement, arrange within a reasonable time period for the return and/or deletion of all 6DD Personal Data or for its encryption or anonymisation so as to render the Data Subject's identification impossible, or for 6DD Personal Data otherwise to be put beyond use. unless required by the Data Protection Laws to store 6DD Personal Data,

subject always that the Provider shall be entitled to retain back-ups of 6DD Personal Data made in accordance with its normal business processes which will, after a period of time, be automatically destroyed;

- (i) inform 6DD immediately if it considers in its opinion that any of 6DD's instructions infringe Data Protection Laws. The Provider shall not be in breach of its instructions or its obligations under this Agreement by failing to observe any instructions which infringe Data Protection Laws; and
- (j) where a breach of security occurs in relation to 6DD Personal Data under or in connection with this Agreement, notify 6DD without undue delay after becoming aware; and
- (k) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 1.4.

1.5 Provider shall make available to 6DD all information relevant to this Agreement which is necessary to demonstrate its compliance with the obligations laid out within Article 28 of the EU GDPR and UK GDPR and, where 6DD acting reasonably and in good faith determines that such information is insufficient for its purposes and gives the Provider written notification thereto, allow for and contribute to audits, including inspections, conducted by 6DD or another auditor mandated by 6DD, provided that:

- (a) nothing in this Agreement shall prohibit 6DD from seeking an audit or inspection where in its reasonable opinion the Provider has not addressed all of the data protection compliance matters that 6DD wishes to audit;
- (b) any audit or inspection must be conducted during normal business hours on a Business Day and on the provision of reasonable advance notice to the Provider. 6DD undertakes to keep all information obtained strictly confidential and where an agent or representative of 6DD is authorised to conduct an audit on behalf of 6DD it shall undertake in advance to the Provider to keep all information obtained strictly confidential and not to use or disclose any such information except for the purpose of reporting the results of its audit to 6DD.