

ARTIFAX SOFTWARE LIMITED
STANDARD TERMS AND CONDITIONS

1. Applicability

These standard terms and conditions must be read alongside the Quote which together form an Agreement for Artifax to provide certain Services to the Customer. A legally binding contract, expressly incorporating this document, is formed only once the Customer confirms its Acceptance of the Quote. Where, as a result of any successful Tender any Additional Terms and Conditions are to apply to the Agreement, this shall be specified in the Quote.

2. Definitions

The following definitions apply to the Agreement:

Acceptance and Accepted: where a Quote is signed and dated by both Parties or where a Quote is accepted online by the Customer.

Additional Terms and Conditions: any additional terms and conditions that shall be deemed expressly incorporated to the Agreement, as detailed in the Quote.

Agreement: the agreement between Artifax and the Customer for the provision of the Services, comprising this document and the Quote and any variation to it (in accordance with clause 18.4).

Artifax: Artifax Software Limited, a company registered in England and Wales, with company number 2007321 and registered office at 5th Floor, 167-169 Great Portland Street, London, W1W 5PF.

ArtifaxCloud: the hosting environment managed and supported by Artifax.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer (whether as named or concurrent users) to use the Services and the Documentation, as outlined in the Quote.

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Change of Control: as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 14.6 or clause 14.7.

Customer: has the meaning given in the Quote and includes the Customer's director(s), partner(s) and other authorised signatories.

Customer Data: any data inputted by the Customer, Authorised Users, or Artifax on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Processing Agreement (DPA): as attached at Appendix 1.

Documentation: the documentation made available to the Customer by Artifax from time to time which sets out instructions for the Software and/or any Services.

Effective Date: the date the Quote is Accepted.

Expenses: includes any expenses and disbursements reasonably incurred by Artifax in connection with the Agreement including, without limitation, the travel and subsistence costs of any of Artifax's directors, employees, consultants, contractors or other persons appointed by Artifax.

Fees: the Subscription Fees plus any Professional Services Fees plus any related Expenses.

Installation Date: means the date given in the Quote (or the date otherwise agreed in writing between the Parties following the Effective Date), on which installation and initial setup of the Customer's access to the Software shall be carried out On-Premises.

Marketing and Promotional Materials: means, but is not limited to, case studies, testimonials, videos, website publications, social media posts, press releases, digital advertising, client lists and any other materials or media concerning Artifax's business relationship with the Customer.

Normal Support Hours: 9:00am to 5:30pm local UK time each day other than a Saturday, Sunday or public holiday in England.

On-Premises: at the Customer's or other nominated premises.

Parties: the Customer and Artifax. The parties may individually be referred to herein as a "Party" and collectively as the "Parties".

Professional Services: means Services offered to the Customer other than hosting, software, maintenance and support, including, without limitation, consultancy, training, project management, business analysis, installation, custom development, custom report writing and database customisations.

Professional Services Fees: the fees payable by the Customer to Artifax for the provision of any Professional Services detailed in the Quote.

Provisioning Date: means the date following the Effective Date and prior to the Subscription Term Start Date on which the Software will be provisioned within ArtifaxCloud.

Quote: the quote or order specification sent to the Customer by email or otherwise, detailing the Services, the Fees, the number and type of User Subscriptions and such other information as is relevant to the Agreement.

Services: means any services to be provided by Artifax to the Customer under the Agreement (including, without limitation, consultancy, training, project management, business analysis, installation, custom development, custom report writing, database customisations, maintenance, support, software, hosting, configuration of the Customer's access to the Software, general services passports and/or any other services) as detailed in the Quote, as applicable given the context in which the term Services is used.

Software: ArtifaxEvent, ArtifaxAgora, any related application programming interfaces, and any other software applications, modules or plugins provided by Artifax from time to time.

Standard Usage Patterns: the average usage of the Services by the Customer over any consecutive three-month period.

Subscription Fees: the fees payable by the Customer to Artifax for the User Subscriptions, as detailed in the Quote.

Subscription Minimum Term: as defined in the Quote.

Subscription Successive Term: each successive period of 12 months (or such other period of time as is defined in the Quote or otherwise agreed in writing between the Parties) following the end of the Subscription Minimum Term, starting on the Subscription Successive Term Start Date.

Subscription Successive Term Start Date: means the day following the last day of the Subscription Minimum Term or the then current Subscription Successive Term.

Subscription Term Start Date: the first day of the first full calendar month at least 14 calendar days following the Effective Date (or the date as specified in the Quote or otherwise agreed in writing between the Parties following the Effective Date).

Subscription Term: has the meaning given in clause 3.1 (being the Subscription Minimum Term together with any subsequent Subscription Successive Terms).

Support Services Policy: as attached at Appendix 2.

Tender: any tender documents submitted by Artifax to the Customer (or other public body or relevant authority) relating to the provision of the Services.

Unlimited User Subscription: a subscription model which does not restrict the number of users that can access the Software concurrently, for which the Subscription Fees are calculated based on the expected usage scope, established through various means including discussions with the Customer relating to the number of venues, the number of rooms and the expected number of users likely to be making regular use of the Software.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 4 which entitle Authorised Users to access and use the Services and the Documentation in accordance with the Agreement.

Virus: any device or thing (including any software, code, file or program) 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 program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program 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.

3. Term and installation

- 3.1 The Agreement shall commence on the Effective Date. The Subscription Term shall commence on the Subscription Term Start Date and, unless otherwise terminated as provided in clause 17, continue for the Subscription Minimum Term and, thereafter, the Agreement shall be automatically renewed for each Subscription Successive Term, unless:

- (a) either Party notifies the other Party of termination, in writing, at least 30 days before the end of the Subscription Minimum Term or then current Subscription Successive Term, in which case the Agreement shall terminate upon the expiry of the applicable Subscription Minimum Term or then current Subscription Successive Term, or
- (b) otherwise terminated in accordance with the provisions of the Agreement.

3.2 Where the Software is hosted by Artifax within ArtifaxCloud, the Software will be provisioned on the Provisioning Date. Once provisioned, access to the Software shall be available to the Customer on or before the Subscription Term Start Date. The Customer acknowledges that it may be unable to access the Software until the Subscription Term Start Date.

3.3 Where the Services include installation of the Software On-Premises, installation of the Software shall take place on the Installation Date. The Customer acknowledges that it may be unable to access the Software until installation and initial setup has been completed by Artifax. In addition, the Customer shall:

- (a) provide Artifax with all necessary information, facilities, support and services reasonably required by Artifax to carry out such Services including (without limitation and at no charge to Artifax) adequate office accommodation, a secure workspace, telephone services, direct or remote access to the applicable computers, software, hardware and systems, and
- (b) full access to the areas in the locations in which the Services are to be performed, and
- (c) take all reasonable steps to ensure the health and safety of Artifax's staff while they are at the Customer's premises (or any premises under the Customer's control), and
- (d) ensure that the computers, hardware or software Artifax is asked to use, modify or install the Software on are owned by the Customer or legally licensed for use by the Customer.

The Customer acknowledges that Artifax shall not be responsible for any data losses suffered by the Customer whether as a result of Artifax carrying out the Services or the Customer's use of the Software, and Artifax provides no guarantee that any Software installed or configured on the Customer's own hardware will be bug or error free.

4. Billing, charges and payment

4.1 The Customer acknowledges and agrees that:

- (a) Professional Services Fees are payable in full upon production of an invoice by Artifax, and
- (b) Subscription Fees are payable in full upon production of an invoice by Artifax. Artifax may at its sole discretion permit the Customer to make monthly payments and, if so, may require such payments to be made by direct debit, or other regular automated payment system, and
- (c) any invoices issued by Artifax relating to Expenses are payable in full upon presentation, and such invoices shall be prepared by Artifax as and when necessary, as deemed by Artifax at its sole discretion, and
- (d) if any particular invoice issued by Artifax does not specify payment terms, such payment shall fall due immediately upon the date of that invoice, unless agreed otherwise in writing by Artifax.

4.2 The Customer shall on the Effective Date:

- (a) provide to Artifax valid, up-to-date and complete payment information acceptable to Artifax (including, where agreed by Artifax, a duly executed direct debit mandate from the Customer in favour of Artifax) and any other relevant valid, up-to-date and complete contact and billing details, and
- (b) ensure Artifax is in possession of such payment information and any other relevant valid, up-to-date and complete contact and billing details throughout the Subscription Term.

4.3 Where the Customer provides:

- (a) direct debit or debit or credit card details to Artifax, the Customer hereby authorises Artifax to take such payments or bill such debit or credit card:
 - (i) on the Subscription Term Start Date, such Fees payable in respect of the Subscription Minimum Term in accordance with any payment terms outlined in the Quote or otherwise agreed in writing between the Parties, and
 - (ii) subject to clause 3.1, on each Subscription Successive Term Start Date, for the Fees payable in respect of the next Subscription Successive Term.
- (b) other approved payment information to Artifax, Artifax shall invoice the

Customer:

- (i) on or after the Effective Date for Fees payable in respect of the Subscription Minimum Term in accordance with any payment and/or invoice terms outlined in the Quote or otherwise agreed in writing between the Parties, and
- (ii) subject to clause 3.1, at least 30 days prior to each next Subscription Successive Term Start Date, for such Fees payable in respect of each Subscription Successive Term.

The Customer shall pay each invoice on or before the due date specified on the invoice.

4.4 If Artifax has not received payment on or prior to the relevant due date, and without prejudice to any other rights and remedies of Artifax:

- (a) Artifax may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Artifax shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid, and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

4.5 All amounts and Fees stated or referred to in the Agreement:

- (a) shall be payable in the currency specified in the Quote, and
- (b) are subject to clause 4.3(b), non-cancellable and non-refundable, and
- (c) are exclusive of value added tax, which shall be added to Artifax's invoice(s) at the appropriate rate.

4.6 The Customer's usage of the Software may be monitored during the course of the Subscription Term.

4.7 Where the number of User Subscriptions or the scope of the Services is changed after the Effective Date (including, where applicable, changes in usage relating to Unlimited User Subscription), Artifax shall be entitled to increase the total Fees due under the Agreement, including Fees payable in respect of the additional User Subscriptions purchased pursuant to clause 6.3, and/or Fees payable in respect of additional Software pursuant to clause

6.6, and/or Fees payable in respect of additional Professional Services purchased pursuant to clause 6.9, and the Agreement shall be deemed varied accordingly.

4.8 The Customer acknowledges and agrees that the Fees have been calculated on the basis of the Customer's current and/or expected Standard Usage Patterns, established through various means including information discussed with the Customer. Where the Software is hosted by Artifax within ArtifaxCloud, if, in the reasonable opinion of Artifax, the Customer uses an excessive amount of data transfer (bandwidth) and/or excessive storage capacity in any single month then Artifax may, at its discretion:

- (a) Limit or "throttle" the bandwidth or capacity available to the Customer; and/or
- (b) Charge the Customer the reasonable costs as a result of that excessive usage.

4.9 The Customer acknowledges and agrees that the Subscription Fees may be increased by Artifax at the start of each Subscription Successive Term, on the understanding that such increased Subscription Fees shall not exceed the then current list price for the same Services.

4.10 Where there are any increases in Subscription Fees prior to the commencement of any Subscription Successive Term, Artifax shall notify the Customer of such increase at least 30 days prior to the start of the next Subscription Successive Term by issuing an invoice or further Quote in respect of that Subscription Successive Term.

5. User Subscriptions

5.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 6.3 and clause 4, the restrictions set out in this clause 5 and the other terms and conditions of the Agreement, Artifax hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

5.2 In relation to the Authorised Users, the Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time, and
- (b) in relation to named User Subscriptions, it will not allow or suffer any named User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised

User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation, and

- (c) in relation to concurrent or unlimited User Subscriptions, it will require each individual Authorised User to maintain the confidentiality of login and password details and not share or permit any third-party to use them without the Customer's prior consent, and
- (d) each Authorised User shall keep a secure password for his use of the Services and Documentation and that each Authorised User shall keep his password confidential, and
- (e) it shall maintain a written, up to date list of current Authorised Users and provide such list to Artifax within 5 Business Days of Artifax's written request at any time or times, and
- (f) it shall permit Artifax to audit the Services in order to establish the identity of each Authorised User. Such audit may be conducted no more than once per quarter, at Artifax's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business, and
- (g) if any of the audits referred to in clause 5.2(f) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Artifax's other rights, the Customer shall promptly disable such passwords and Artifax shall not issue any new passwords to any such individual, and
- (h) if any of the audits referred to in clause 5.2(f) reveal that the Customer has underpaid Fees to Artifax, then without prejudice to Artifax's other rights, the Customer shall pay to Artifax an amount equal to such underpayment as calculated in accordance with the prices set out in the Quote within 14 Business Days of the date of the relevant audit.

5.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, or that facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or is otherwise illegal or causes damage or injury to any person or property, and Artifax 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 5.

5.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, and except to the extent expressly permitted under the Agreement:
 - (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 de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, or
- (b) 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
- (c) use the Services and/or Documentation to provide services to third-parties, or
- (d) subject to clause 18.9, 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 Authorised Users, or
- (e) attempt to obtain, or assist third-parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 5.

5.5 The Customer shall 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 Artifax.

5.6 The rights provided under this clause 5 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

6. Additional User Subscriptions, Software and Professional Services

6.1 Subject to clause 6.2 and clause 6.3, the Customer may, from time to time during the Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Quote, and Artifax shall grant access to the Services and the Documentation to such

additional Authorised Users in accordance with the provisions of the Agreement.

- 6.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Artifax in writing. Artifax shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request. Where Artifax approves the request, Artifax shall activate the additional User Subscriptions within 3 Business Days of its approval of the Customer's request.
- 6.3 If Artifax approves the Customer's request to purchase additional User Subscriptions, the Customer shall, on or before the due date specified on the invoice, pay to Artifax the relevant Fees for such additional User Subscriptions as set out in the Quote (or any additional Quote) which shall, once Accepted by the Customer, constitute a variation to the Agreement, in accordance with clause 18.4, and, if such additional User Subscriptions are purchased by the Customer part way through the Subscription Minimum Term or any Subscription Successive Term (as applicable), such fees shall be charged at the then current rate, and shall be pro-rated from the date of activation by Artifax for the remainder of the Subscription Minimum Term or then current Subscription Successive Term (as applicable), unless otherwise specified in the Quote (or any additional Quote), or otherwise agreed in writing by the Parties.
- 6.4 Subject to clause 6.5 and clause 6.6, the Customer may, from time to time during the Subscription Term, purchase additional Software.
- 6.5 If the Customer wishes to purchase additional Software, the Customer shall notify Artifax in writing. Artifax shall evaluate such request for additional Software and respond to the Customer with approval or rejection of the request.
- 6.6 If Artifax approves the Customer's request to purchase additional Software, the Customer shall, on or before the due date specified on the invoice, pay to Artifax the relevant Fees for such additional Software as set out in the Quote (or any additional Quote) which shall, once Accepted by the Customer, constitute a variation to the Agreement, in accordance with clause 18.4, and, if such additional Software is purchased by the Customer part way through the Subscription Minimum Term or any Subscription Successive Period (as applicable), such Fees shall be charged at the then current rate, and shall pro-rated from the date of activation by Artifax for the remainder of the Subscription Minimum Term or then current Subscription Successive Term (as applicable), unless otherwise specified in the Quote (or any additional Quote), or otherwise agreed in writing by the Parties.
- 6.7 Subject to clause 6.8 and clause 6.9, the Customer may, from time to time during the Subscription Term, purchase additional Professional Services.

- 6.8 If the Customer wishes to purchase additional Professional Services, the Customer shall notify Artifax in writing. Artifax shall evaluate such request for additional Professional Services and respond to the Customer with approval or rejection of the request.
- 6.9 If Artifax approves the Customer's request to purchase additional Professional Services, the Customer shall, on or before the due date specified on the invoice, pay to Artifax the relevant Professional Services Fees for such additional Professional Services as set out in the Quote (or any additional Quote) which shall, once Accepted by the Customer, constitute a variation to the Agreement, in accordance with clause 18.4. Any additional Professional Services purchased by the Customer during the Subscription Term shall be charged at the then current rate, unless otherwise specified in the Quote (or any additional Quote), or otherwise agreed in writing by the Parties.

7. Services

- 7.1 Artifax shall, during the Subscription Term, in such manner as may be agreed from time to time between the Parties, provide the Services and make available the Documentation to the Customer on and subject to the terms of the Agreement.
- 7.2 Where the Software is hosted within ArtifaxCloud, Artifax shall use commercially reasonable endeavours to maintain 99.9% uptime availability of the Software, excluding scheduled maintenance periods. If the ArtifaxCloud infrastructure is provided to Artifax by Amazon Web Services ("AWS") the Customer acknowledges and agrees that:
- (a) Artifax is not responsible for any failure of AWS and the Customer is bound by, and shall comply with, any terms and conditions required by AWS (including under any agreement between Artifax and AWS in connection with ArtifaxCloud). AWS's terms and conditions can be found at:

<https://aws.amazon.com/agreement/>
 - (b) Artifax reserves the right to use any third-party provider to host the Software.
- 7.3 Artifax will, as part of the Services, provide the Customer with Artifax's standard customer support services during Normal Support Hours in accordance with Artifax's Support Services Policy in effect at the time that the Services are provided. Artifax may amend the Support Services Policy at its sole and absolute discretion from time to time.
- 7.4 The Customer may from time-to-time request access to additional Services outside of those specified on the original Quote. Any such request must be made in writing, and will then be detailed on a separate Quote, which once Accepted by the Customer, shall be incorporated into the Agreement and shall constitute a variation to the Agreement in

accordance with clause 18.4.

- 7.5 Where Artifax agrees to deliver Services to the Customer and such Services are incapable of being delivered through no fault of Artifax's, the Customer agrees to pay any cancellation fees to Artifax as may be detailed in a Quote.
- 7.6 The Customer acknowledges and agrees that, unless otherwise specified in the Quote or otherwise agreed in writing between the Parties, all purchased Professional Services must be used within 12 months of the date of invoice, and that any Professional Services Fees relating to unused Professional Services are non-refundable.

8. Data protection, privacy and security

The Parties agree to be bound to the obligations set forth in the DPA attached hereto and incorporated herein as Appendix 1.

9. Customer Data

- 9.1 Artifax will not have any rights, title or interests in any Customer Data and the Customer shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 9.2 Artifax shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Artifax shall be for Artifax to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Artifax. Artifax shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third-party.

10. Third-party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third-parties via third-party websites and that it does so solely at its own risk. Artifax makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third-party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third-party, and not Artifax. Artifax recommends that the Customer refers to the third-party's website terms and conditions and privacy policy prior to using the relevant third-party

website. Artifax does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

11. Artifax's obligations

- 11.1 Artifax undertakes that the Services will be performed with reasonable skill and care.
- 11.2 The undertaking at clause 10 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Artifax's instructions, or modification or alteration of the Services by any party other than Artifax or Artifax's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Artifax will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 11.1. Notwithstanding the foregoing, Artifax:
- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free, or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements, and
 - (b) 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 Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 11.3 The Agreement shall not prevent Artifax from entering into similar agreements with third-parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.
- 11.4 Artifax warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.

12. Customer's obligations

The Customer shall:

- (a) provide Artifax with:
 - (i) all necessary co-operation in relation to the Agreement, and

(ii) all necessary access to such information as may be required by Artifax

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services, and

- (b) comply with all applicable laws and regulations with respect to its activities under the Agreement, and
- (c) carry out all other Customer responsibilities set out in the 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, Artifax may adjust any agreed timetable or delivery schedule as reasonably necessary, and
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of the Agreement and shall be responsible for any Authorised User's breach of the Agreement, and
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Artifax, its contractors and agents to perform their obligations under the Agreement, including without limitation the Services, and
- (f) ensure that its network and systems comply with the relevant specifications provided by Artifax from time to time, and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Artifax's 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.

13. Proprietary rights

- 13.1 The Customer acknowledges and agrees that Artifax and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 13.2 Artifax confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.

14. Confidentiality

- 14.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under the 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, or
 - (b) was in the other Party's lawful possession before the disclosure, or
 - (c) is lawfully disclosed to the receiving Party by a third-party without restriction on disclosure, or
 - (d) is independently developed by the receiving Party, which independent development can be shown by written evidence.
- 14.2 Subject to clause 14.4, the Parties shall hold the other's Confidential Information in confidence and 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 the Agreement.
- 14.3 The Parties 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 the Agreement.
- 14.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 14.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 14.5 Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third-party.
- 14.6 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Artifax's Confidential Information.
- 14.7 Artifax acknowledges that the Customer Data is the Confidential Information of the Customer.

14.8 The Customer hereby grants Artifax permission to use its name, and if applicable, logo and/or trademark ("Logo"), in Marketing and Promotional Materials that Artifax may disseminate to the public, third parties, distributors, clients and prospective clients, for the purpose of advertising products & services and/or facilitating potential business opportunities ("Marketing Purpose"). The Customer shall have the right to revoke such permission immediately upon written notice to Artifax.

14.8.1 Upon request, the Customer shall have the right to review the Marketing and Promotional Materials that reference its name or incorporates its Logo and shall have the right to veto its release or instruct its withdrawal, if it determines that such Marketing and Promotional Materials are not consistent with its editorial policy, accepted standards of decency or breaches any applicable law.

14.8.2 Where applicable, Artifax will use the Customer's Logo in compliance with the reasonable instructions or guidance provided by the Customer for the Marketing Purpose. Artifax's right to use the Logo may be revoked by the Customer upon notice at any time. Any other use of the Customer's Logo, save for the Marketing Purpose, is excluded.

14.9 The above provisions of this clause 14 shall survive termination of the Agreement, however arising.

15. Indemnity

15.1 The Customer shall defend, indemnify and hold harmless Artifax against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

- (a) the Customer is given prompt notice of any such claim, and
- (b) Artifax provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense, and
- (c) the Customer is given sole authority to defend or settle the claim.

15.2 In the defence or settlement of any claim, Artifax may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

15.3 In no event shall Artifax, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than Artifax, or
- (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Artifax, or
- (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Artifax or any appropriate authority.

15.4 The foregoing and clause 16.3(b) state the Customer's sole and exclusive rights and remedies, and Artifax's (including Artifax's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

16. Limitation of liability

16.1 Except as expressly and specifically provided in the Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Artifax shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Artifax by the Customer in connection with the Services, or any actions taken by Artifax at the Customer's direction, and
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement, and
- (c) the Services and the Documentation are provided to the Customer on an "as is" basis.

16.2 Nothing in the Agreement excludes the liability of Artifax:

- (a) for death or personal injury caused by Artifax's negligence, or
- (b) for fraud or fraudulent misrepresentation.

16.3 Subject to clause 16.1 and clause 16.2:

- (a) Artifax shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent),

restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under the Agreement, and

- (b) Artifax's total aggregate liability in contract (including in respect of the indemnity at clause 15), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

17. Termination

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

- (a) the other Party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment, or
- (b) the other Party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so, or
- (c) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
- (d) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

17.2 On termination of the Agreement for any reason:

- (a) all licences granted under the Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services, and
- (b) each Party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other Party, and
- (c) Artifax may destroy or otherwise dispose of any of the Customer Data in its

possession unless Artifax receives, no later than 10 days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Artifax shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Artifax in returning or disposing of Customer Data, and

- (d) any outstanding Fees owed to Artifax by the Customer shall immediately be payable in full, including any annual Fees payable on a monthly basis by the Customer, and
- (e) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

18. General provisions

18.1 Interpretation. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality). Words in the singular shall include the plural and in the plural shall include the singular. A reference to one gender shall include a reference to the other genders. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Agreement under that statute or statutory provision. Where something is required to be done 'in writing', that includes by email.

18.2 Force majeure. Artifax shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, network downtime or errors, the failure of any of Artifax's upwards infrastructure provider(s), data-centre facility, transport, telecommunications network and alike, a failure of a utility service, or strikes, lock-outs or other industrial disputes (whether involving the workforce of Artifax or any other party) act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm, provided that the Customer is notified of such an event

and its expected duration.

- 18.3 Conflict. If there is an inconsistency between any of the provisions in the main body of this document and the Quote, the provisions in the main body of this document shall prevail.
- 18.4 Variation. No variation of the Agreement shall be effective unless it is in writing and has been signed by both Parties (or their authorised representatives), or where the Customer has Accepted an additional Quote.
- 18.5 Waiver. No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.6 Rights and remedies. Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 18.7 Severance. If any provision (or part of a provision) of the 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. 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.
- 18.8 Entire agreement. The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.
- 18.9 Assignment. The Customer shall not, without the prior written consent of Artifax, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement. Artifax reserves the right to recover its reasonable costs from the Customer in executing any such assignment. At a minimum, such costs will be £150. Artifax 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 the Agreement.

- 18.10 No partnership or agency. Nothing in the 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).
- 18.11 Third-party rights. The Agreement does not confer any rights on any person or party (other than the Parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third-Parties) Act 1999.
- 18.12 Notices. Any notice or other communication given to a Party under or in connection with the Agreement shall be by email, using the email addresses regularly used in communications between Artifax and the Customer. Such notices are deemed received one hour after the timestamp indicating the email was sent, provided that the email does not bounce back to the sender at any time within the following 72 hours. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 18.13 Governing law. The Agreement and any dispute, controversy, proceeding or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 18.14 Jurisdiction. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Appendix 1: Artifax Data Processing Agreement

This DPA is incorporated into the Agreement between the Parties. For the purposes of this DPA, Artifax is referred to as the "Service Provider" and the Agreement is referred to as the "Main Agreement". Notwithstanding its mutual agreement, this DPA shall apply only to the extent the Customer is established within the EEA (as defined below) or Switzerland or is otherwise caught by applicable EEA or Swiss data protection laws by virtue of their extra-territorial effect.

Definitions

In this DPA:

Applicable Law	means as applicable and binding on the Customer, Service Provider and/or the Services: any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a Party is subject and/or in any jurisdiction that the Services are provided to or in respect of; the common law and laws of equity as applicable to the Parties from time to time; any binding court order, judgment or decree; or any applicable direction, policy, rule or order that is binding on a Party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party's assets, resources or business;
Business Days	a day other than a Saturday, Sunday or public holiday in the country in which the Services are provided;
Data Controller	has the meaning given to that term (or to the term 'controller') in Data Protection Laws;
Data Processor	has the meaning given to that term (or to the term 'Processor') in Data Protection Laws;
Data Subject	has the meaning given to that term in Data Protection Laws;
Data Subject Request	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;

Data Protection Laws means as applicable and binding on the Customer, Service Provider and/or the Services:

- (a) in the United Kingdom:
 - i. the Data Protection Act 2018
 - ii. the UK GDPR, and/or any corresponding or equivalent national laws or regulations; and
- (b) in member states of the European Union: the General Data Protection Regulation (EU) 2016/679 ("GDPR"), and all relevant member state laws or regulations giving effect to replacing or supplementing the same; and
- (c) any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time;

Data Protection Losses means all liabilities arising under Data Protection Laws, including all:

costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and

to the extent permitted by Applicable Law:

administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;

compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and

the reasonable costs of compliance with investigations by a Supervisory Authority;

EEA means the European Economic Area, which constitutes the member states of the European Union and Norway, Iceland and Liechtenstein, as well as, for the purposes of this DPA, the United Kingdom.

GDPR means the General Data Protection Regulation (EU) 2016/679;

International Recipient has the meaning given to that term in Section 6.1;

Personal Data	has the meaning given to that term in Data Protection Laws;
Personal Data Breach	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;
Processing	has the meaning given to that term in Data Protection Laws (and related terms such as Process have corresponding meanings);
Processing Instructions	has the meaning given to that term in Section 2.1.1;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of the Service Provider's obligations under this DPA or otherwise under the Main Agreement;
Standard Contractual Clauses	means the standard contractual clauses for the transfer of Personal Data to processors established in third countries, as approved by the European Commission in Decision 2010/87/EU, or any set of clauses approved by the European Commission which amends, replaces or supersedes these;
Sub-Processor	means another Data Processor engaged by the Service Provider for carrying out Processing activities in respect of the Protected Data on behalf of the Customer; and
Supervisory Authority	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

References to any Applicable Laws (including to the Data Protection Laws and each of them) and to terms defined in such Applicable Laws shall be replaced with or incorporate (as the case may be) references to any Applicable Laws replacing, amending, extending, re-enacting or consolidating such Applicable Law (including the GDPR and any new Data Protection Laws from time to time) and the equivalent terms defined in such Applicable Laws, once in force and applicable.

A reference to a law includes all subordinate legislation made under that law.

1 Data Processor and Data Controller

- 1.1 The Parties agree that, for the Protected Data, the Customer shall be the Data Controller and the Service Provider shall be the Data Processor.
- 1.2 The Service Provider shall Process Protected Data in compliance with:
 - 1.2.1 the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under this DPA; and
 - 1.2.2 the terms of this DPA.
- 1.3 The Customer shall comply with:
 - 1.3.1 all Data Protection Laws in connection with the Processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under this DPA, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
 - 1.3.2 the terms of this DPA.
- 1.4 The Customer warrants, represents and undertakes, that:
 - 1.4.1 all data sourced by the Customer for use in connection with the Services, prior to such data being provided to or accessed by the Service Provider for the performance of the Services under this DPA, shall comply in all respects, including in terms of its collection, storage and Processing, with Data Protection Laws (which shall include the Customer providing all of the required fair Processing information to Data Subjects and maintaining for the term of this DPA the necessary legal grounds for transferring the Protected Data to the Service Provider and allowing the Service Provider to perform the Processing contemplated by this DPA);
 - 1.4.2 all instructions given by it to the Service Provider in respect of Personal Data shall at all times be in accordance with Data Protection Laws;
 - 1.4.3 it has undertaken due diligence in relation to the Service Provider's Processing operations, and it is satisfied that:
 - (a) The Service Provider's Processing operations are suitable for the purposes for which the Customer proposes to use the Services and engage Service Provider to Process the Protected Data; and

- (b) The Service Provider has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws;

1.4.4 it shall notify the Service Provider in the event of any change to the nature of the Protected Data, including its type and the categories of the relevant Data Subjects.

- 1.5 The Customer shall not withhold, delay or condition its agreement to any change requested by the Service Provider in order to ensure the Services and the Service Provider (and each Sub-Processor) can comply with Data Protection Laws.

2 Instructions and details of Processing

- 2.1 Insofar as the Service Provider Processes Protected Data on behalf of the Customer, Service Provider:

2.1.1 unless required to do otherwise by Applicable Law, shall (and shall take steps to ensure each person acting under its authority shall) Process the Protected Data as agreed under the Main Agreement and in accordance with the Service Provider's standard procedures, this DPA, and Schedule 1 hereto (together, the "Processing Instructions");

2.1.2 if Applicable Law requires it to Process Protected Data other than in accordance with the Processing Instructions, shall inform the Customer of any such requirement before Processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest); and

2.1.3 shall inform the Customer if the Service Provider becomes aware of a Processing Instruction that, in the Service Provider's opinion, infringes Data Protection Laws, provided that:

- (a) this shall be without prejudice to Sections 1.3 and 1.4; and
- (b) to the maximum extent permitted by mandatory law, the Service Provider shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any Processing in accordance with the Customer's additional Processing Instructions following the Customer's receipt of that information.

3 Technical and organisational measures

- 3.1 The Service Provider shall implement and maintain, at its cost and expense, the technical and organisational measures set out in Schedule 2, provided that the Service Provider reserves the right to make changes to such technical and organisational measures, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects.
- 3.2 Any additional technical and organisational measures are subject to agreement by the Service Provider and shall be at the Customer's cost and expense.
- 3.3 The Customer shall ensure that, if feasible, any Protected Data in respect of which the Service Provider is requested to provide support and maintenance services under this agreement are anonymised prior to the Service Provider being granted access to them.

4 Using staff and other Processors

- 4.1 The Customer agrees that the Service Provider may engage Sub-Processors. The Service Provider will impose on such Sub-Processors data protection terms that protect the Protected Data to the same standard provided for by this DPA. Upon the Customer's request, the Service Provider will provide to the Customer a list of the then current Sub-Processors.
- 4.2 The Service Provider may, by giving no less than 30 days' prior notice to the Customer, add or make changes to the Sub-Processors. The Customer may object to the appointment of an additional Sub-Processor within 14 calendar days of such notice on reasonable grounds relating to the protection of the Protected Data, in which case the Service Provider shall have the right to cure the objection through one of the following options (to be selected at the Service Provider's sole discretion):
 - 4.2.1 The Service Provider will cancel its plans to use the Sub-Processor with regard to Protected Data or will offer an alternative to provide the Services without such Sub-Processor; or
 - 4.2.2 The Service Provider will take the corrective steps requested by the Customer in its objection (which remove the Customer's objection) and proceed to use the Sub-Processor with regard to Protected Data; or

4.2.3 The Service Provider may cease to provide or the Customer may agree not to use (temporarily or permanently) the particular aspect of the Services that would involve the use of such Sub-Processor with respect to Protected Data, subject to a mutual agreement of the Parties to adjust the remuneration for the Services.

If none of the above options are reasonably available and the objection has not been resolved to the mutual satisfaction of the Parties within 30 days after the Service Provider's receipt of the Customer's objection, either Party may terminate the Main Agreement for its convenience pursuant to the terms of the Main Agreement, or, if the Main Agreement contains no such terms, on no less than 60 days' advance written notice.

- 4.3 The Service Provider may replace a Sub-Processor without advance notice to the Customer if the reason for the change is beyond the Service Provider's reasonable control, in which event the Service Provider shall notify the Customer of the replacement as soon as reasonably practicable and the Customer shall retain the right to object to the replacement Sub-Processor pursuant to Section 4.2 above.
- 4.4 To the extent the appointment of any Sub-Processor may result in the transfer of Protected Data outside the EEA to a country not recognised by the European Commission as having an adequate level of protection for Personal Data, the Customer hereby authorises the Service Provider to enter into Standard Contractual Clauses with such Sub-Processor as agent on its behalf to ensure the adequate protection of the transferred Personal Data, or such other arrangement as the Customer may approve as providing an adequate protection in respect of the Processing of Protected Data in such third country.
- 4.5 The Service Provider shall ensure that all the Service Provider personnel authorised to Process Protected Data are subject to a binding written contractual obligation with the Service Provider to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case the Service Provider shall, where practicable and not prohibited by Applicable Law, notify the Customer of any such requirement before such disclosure) or are under an appropriate statutory obligation of confidentiality.

5 Assistance with the Customer's compliance and Data Subject rights

- 5.1 The Service Provider shall provide commercially reasonable assistance, including by appropriate technical and organisational measures as reasonably practicable, to

enable the Customer to respond to any Data Subject Request, including rights of access, correction, restriction, objection, erasure, or data portability, as applicable.

- 5.2 The Service Provider shall refer all Data Subject Requests it receives to the Customer within 3 Business Days of receipt of the request, provided that for complex or numerous requests (as determined by the Service Provider in its sole and reasonable discretion) the Customer shall pay the Service Provider's fees at the Service Provider's rates from time to time in force for recording, referring, or otherwise dealing with the Data Subject Requests in accordance with this Section 5. The Service Provider shall classify a Data Subject Request as complex if it deems that one or more of the following criteria apply:

5.2.1 There are technical difficulties in retrieving the information – for example if data is electronically archived; and

5.2.2 The request involves large volumes of particularly sensitive information; and

5.2.3 There is any specialist work involved in obtaining the information or communicating it in an intelligible form; and

5.2.4 It is necessary to clarify potential confidentiality issues around the disclosure of sensitive medical information to an authorised third party; and

5.2.5 It is necessary to obtain specialist legal advice,

For the avoidance of doubt, the Customer is responsible for responding to Data Subject Requests.

- 5.3 The Service Provider shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of Processing and the information available to the Service Provider) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:

5.3.1 security of Processing;

5.3.2 data protection impact assessments (as such term is defined in Data Protection Laws);

5.3.3 prior consultation with a Supervisory Authority regarding high risk Processing; and

5.3.4 notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach,

provided the Customer shall pay the Service Provider's generally applicable fees for providing the assistance in this Section 5.2, including time and materials rates or fees for additional technical measures such as software.

6 International data transfers

- 6.1 Subject to the terms of the Main Agreement, the Customer agrees that the Service Provider may transfer Protected Data to countries outside the EEA or to any international organisation(s) (an "International Recipient"), provided all transfers by the Service Provider of Protected Data to an International Recipient shall be effected in accordance with Data Protection Laws. In the event any such transfer results in Protected Data being transferred to a country which is not recognised by the European Commission as having an adequate level of protection for Personal Data, the Standard Contractual Clauses set out in Schedule 3 to this DPA shall apply.
- 6.2 The provisions of this DPA shall constitute the Customer's instructions with respect to transfers in accordance with Section 2.1. The Service Provider will provide a list of any such International Recipients upon request.

7 Records, information and audit

- 7.1 The Service Provider shall maintain, in accordance with Data Protection Laws binding on the Service Provider, written records of all categories of Processing activities carried out on behalf of the Customer.
- 7.2 The Service Provider shall, in accordance with Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate the Service Provider's compliance with the obligations of Data Processors under Data Protection Laws.
- 7.3 Audits by the Customer of the Service Provider's activities under this DPA will be as set out in the Main Agreement. If the Main Agreement does not include audit rights, the Service Provider and the Customer will discuss and agree in advance on the reasonable start date, scope and duration of and security and confidentiality controls applicable to any audit, and the Service Provider reserves the right to charge a fee (based on the Service Provider's reasonable costs) for any such audit. The Service Provider will provide further details of any applicable fee and the basis of its calculation to the Customer in advance of any such audit. Any such audit shall be conducted in such a manner that the Service Provider's undertakings toward third-parties (including, but not limited to, the Service Provider's customers,

partners, and vendors) are in no way jeopardised. All the Customer's representatives or external auditors participating in any such audit shall execute customary confidentiality undertakings towards the Service Provider.

8 Breach notification

8.1 In respect of any Personal Data Breach involving Protected Data, the Service Provider shall, without undue delay after becoming aware of the Personal Data Breach:

8.1.1 notify the Customer of the Personal Data Breach; and

8.1.2 provide the Customer with details of the Personal Data Breach.

9 Term

9.1 This DPA shall commence on the Effective Date and shall terminate on the earlier of: (1) the termination of the Main Agreement; or (2) the mutual written agreement of the Parties.

10 Deletion or return of Protected Data and copies

10.1 The Service Provider shall, at the Customer's written request, either delete or return all the Protected Data to the Customer in such form as the Customer reasonably requests within a reasonable time after the earlier of:

10.1.1 the end of the provision of the relevant Services related to Processing; or

10.1.2 once Processing by the Service Provider of any Protected Data is no longer required for the purpose of the Service Provider's performance of its relevant obligations under this DPA, and delete existing copies,

unless storage of any data is required by Applicable Law, in which case the Service Provider shall inform the Customer of any such requirement.

11 Liability

11.1 Any claims brought under or pursuant to this DPA or otherwise related hereto shall be subject to the terms and conditions of the Main Agreement, including but not limited to the exclusions of liability and the limitations of liability set forth therein which shall apply to the liabilities and indemnities under and in connections with this DPA.

12 Survival of data protection provisions

12.1 Sections 1 to 13 (inclusive) shall survive termination (for any reason) or expiry of this DPA and continue:

12.1.1 indefinitely in the case of Sections 10 to 13 (inclusive); and

12.1.2 until 12 months following the earlier of the termination or expiry of this DPA in the case Sections 1 to 8 (inclusive), provided always that any termination or expiry of Sections 1 to 8 (inclusive) shall be without prejudice to any accrued rights or remedies of either Party under any such Sections at the time of such termination or expiry.

13 Miscellaneous

13.1 In case of any conflict between this DPA and the Main Agreement, the provisions of this DPA shall control as regards the Processing of Protected Data unless expressly stated otherwise herein.

13.2 In the event the Standard Contractual Clauses apply pursuant to Section 6.1, in case of any conflict between the main body and Schedules 1 and 2 of this DPA and the Standard Contractual Clauses, the provisions of the Standard Contractual Clauses shall control.

13.3 Any claims brought under or pursuant to this DPA or otherwise related hereto shall be subject to the terms and conditions of the Main Agreement, including, but not limited to, the exclusions to and limitations of liability set forth therein which shall apply to the liabilities and indemnities under and in connection with this DPA.

SCHEDULE 1 to Appendix 1

PROCESSING INSTRUCTIONS

Instructions

The Customer hereby instructs the Service Provider to carry out Processing of the Customer's Personal Data for the performance of Services, as per the Main Agreement.

If the Service Provider entrusts the Processing of the Customer's Protected Data to Sub-Processors, the Service Provider is responsible for entering into written agreements with them. The Service Provider is responsible for ensuring that the Customer's instructions are sent to any Sub-Processors.

Purpose of the Processing

Processing of the Protected Data shall take place in accordance with the purpose in the Main Agreement.

General description of the Processing

Artifax Software Limited processes Personal Data to manage, maintain, protect, improve, support and administer our venue and event management applications. Personal Data is processed to enable the Customer to:

- Manage room and resource hire
- Plan events
- Carry out artistic programming
- Schedule productions
- Manage finances
- Manage staffing
- Administer tasks and workflow
- Prepare reporting

This is not an exhaustive list and the extent of the Personal Data processed in products offered by Artifax Software Limited is determined and controlled by the Customer at their sole discretion.

Types of Personal Data

The Protected Data includes Personal Data of the categories checked off below.

Personal Data:

✓ Personal Data

Sensitive Personal Data:

- ☐ Racial or ethnic origin
- ☐ Political opinions
- ☐ Religious beliefs
- ☐ Philosophical beliefs
- ☐ Trade union membership
- ☐ Data concerning health including abuse of medicine, narcotics, alcohol etc.
- ☐ Data concerning sex life or sexual orientation

Data on purely private matters of individuals:

- ☐ Criminal offences
- ☐ Significant social problems
- ☐ Other purely private matters, which are not mentioned above:

Categories of Data Subjects

Data regarding the following categories of Data Subjects (for example, citizens, pupils, recipients of cash benefits, etc.) are Processed:

- Prospects/Customers
- Suppliers
- Performers
- Attendees/Guests
- Volunteers/Docents
- Employees
- Users

SCHEDULE 2 to Appendix 1

TECHNICAL AND ORGANISATIONAL MEASURES

Below, the Service Provider will positively indicate, e.g., ✓, or otherwise state, the applicable technical and organisational security measures within each section that have been applied to the Processing of Protected Data associated with this agreement.

1. Confidentiality (Article 32 (1)(a) and (b) GDPR)

Aim: To prevent unauthorised access or disclosure of Protected Data to individuals, entities or Processes.

- Physical Access Control - No unauthorised access to Data Processing Facilities, e.g.:
 - ✓ Use of magnetic or chip cards
 - ✓ Keys
 - ✓ Electronic door openers
 - ✓ Facility security services and/or entrance security staff
 - ✓ Alarm systems
 - ✓ Video/CCTV Systems
 - ✓ Other (Specify below)

AWS is used as a sub-processor

- Electronic Access Control - No unauthorised use of the Data Processing and Data Storage Systems, e.g.:
 - ✓ Firewall
 - ✓ Use of (secure) passwords
 - ✓ Automatic blocking/locking mechanisms
 - ✓ Two-factor authentication
 - ✓ Encryption of data carriers/storage media
 - ✓ Other (Specify below)

Password expiry controls
And password minimum length
Invalid password attempts

- Internal Access Control (permissions for user rights of access to and amendment of data) - No unauthorised Reading, Copying, Changes or Deletions of Data within the system, e.g.:

- ✓ Rights authorisation concept
- ✓ Need-based rights of access/role-based access control
- ✓ Logging of system access events
- ☐ Other (Specify below)

- Isolation Control - The isolated Processing of data e.g.:

- ✓ Multiple tenant/client support
- ☐ Sandboxing
- ☐ Other (Specify below)

- Pseudonymisation - The Processing of Personal Data in such a method/way, that the data cannot be associated with a specific Data Subject without the assistance of additional Information, provided that this additional information is stored separately, and is subject to appropriate technical and organisational measures.

- ☐ Pseudonymisation
- ✓ Anonymisation
- ☐ Scrambling
- ☐ Masking
- ☐ Blurring
- ☐ Other (Specify below)

2. **Integrity** (Article 32 (1)(b) GDPR)

Aim: To provide assurance of consistency, accuracy and trustworthiness of Protected Data.

- Data Transfer Control - No unauthorised Reading, Copying, Changes or Deletions of Data with electronic transfer or transport, e.g.:
 - ✓ Certificate based controls, (HTTPS, FTPS etc.)
 - ✓ Use of encryption
 - ✓ Virtual Private Networks (VPN)
 - ☐ Electronic/digital signature
 - ✓ Checksums
 - ✓ Other (Specify below)

- Data Entry Control - Verification, whether and by whom Personal Data is entered into a Data Processing System, is changed or deleted, e.g.:
 - ✓ Use of Logging,
 - ☐ Document Management,
 - ✓ Quality control,
 - ✓ Change management
 - ✓ Other (Specify below)

Permission tiers can be set up to restrict access (i.e., Level 1 – No access, Level 2 Read-only access, Level 3 Read and write access)

- Data Integrity Control - Awareness or control of changes to data.: e.g.:
 - ✓ File integrity monitoring
 - ✓ Rights management
 - ✓ Value limit
 - ✓ Completeness
 - ✓ Validation
 - ✓ Entity
 - ✓ Other (Specify below)

Permission tiers can be set up to restrict access (i.e., Level 1 – No access, Level 2 Read-only access, Level 3 Read and write access)

3. Availability and Resilience (Article 32 (1)(b) GDPR)

Aim: To ensure that information is accessible to authorised individuals, entities, or Processes when needed.

- Availability Control, e.g.:

- ✓ Backup Strategy (online/offline; on-site/off-site)
- ✓ Capacity plans
- ✓ Uninterruptible Power Supply (UPS)
- ☐ Virus protection
- ✓ Reporting procedures
- ✓ Contingency planning
- ☐ Other (Specify below)

- Ability for timely recovery (Article 32 (1)(c) GDPR); e.g.:

- ✓ Use of backup strategy – recovery time objectives, recovery point objectives
- ✓ Disaster recovery plans
- ☐ Other (Specify below)

- Architectural Control; To reduce the possibility of loss of service through architectural/structural design e.g.:

- ✓ High availability designs
- ✓ Load balancing
- ✓ Redundancy
- ☐ Failover
- ✓ Raid configurations
- ✓ Software update/upgrade Processes

- ✓ Patch management
- ☐ Other (Specify below)

4. Effectiveness - Procedures for regular testing, assessment and evaluation

(Article 32 (1)(d) GDPR)

- Data Protection Management, e.g.:

- ✓ Use of data register
- ☐ Data inventory
- ✓ User awareness training
- ☐ Other (Specify below)

- Data Privacy Impact Assessments, e.g.:

- ✓ Continued use of Privacy Impact Assessments
- ✓ General risk assessments
- ☐ Other (Specify below)

- Incident Response Management; e.g. :

- ✓ Use of the corporate Incident handling procedure
- ✓ Use of industry standard security incident handling procedures
- ☐ Other (Specify below)

- Data Protection by Design and Default (Article 25 Paragraph 2 GDPR); e.g.:

- ☐ Pseudonymisation
- ✓ Data minimisation
- ✓ Data segregation
- ✓ Role base access controls
- ☐ Encryption at rest

✓ Other (Specify below)

- Order or Contract Control - No third-party data Processing as per Article 28 GDPR without corresponding instructions from the Customer, e.g.:

☐ Clear and unambiguous contractual arrangements

✓ Formalised Order Management

✓ Due diligence in selection of the Sub-Processor

✓ Duty of pre-evaluation

✓ Duty of protection assurance

✓ Supervisory follow-up checks

☐ Other (Specify below)

SCHEDULE 3 to Appendix 1

STANDARD CONTRACTUAL CLAUSES

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of data protection,

Customer (the “**data exporter**”)

And

Service Provider (the “**data importer**”),

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1 of this Schedule 3.

Clause 1

Definitions

For the purposes of the Clauses:

(a) **personal data, special categories of data, process/processing, controller, processor, data subject** and **supervisory authority** shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) **the data exporter** means the controller who transfers the personal data;

(c) **the data importer** means the processor who agrees to receive from the data exporter personal data intended for processing on its behalf after the transfer in accordance with its instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) **the sub-processor** means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract;

(e) **the applicable data protection law** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) **technical and organisational security measures** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 of this Schedule 3 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause 3, Clause 4(b) to Clause 4(i), Clause 5(a) to Clause 5(e) and Clause 5(g) to Clause 5(j), Clause 6.1 and Clause 6.2, Clause 7, Clause 8.2 and Clause 9 to Clause 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to Clause 5(e) and Clause 5(g), Clause 6, Clause 7, Clause 8.2 and Clause 9 to Clause 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by

contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to Clause 5(e) and Clause 5(g), Clause 6, Clause 7, Clause 8.2, and Clause 9 to Clause 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 of this Schedule 3, to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular

where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8.3 to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2 of this Schedule 3 and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to Clause 4(i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with

its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 of this Schedule 3 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 of this Schedule 3 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11; and

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or its sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that, if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall

remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 of Schedule 3 – Details of Processing

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix 1.

Data exporter

Customer (as defined in this Agreement)

Data importer

Service Provider (as defined in this Agreement).

Data subjects

As per the details set out in Schedule 1 of this Agreement.

Categories of data

As per the details set out in Schedule 1 of this Agreement.

Special categories of data (if appropriate)

As per the details set out in Schedule 1 of this Agreement.

Processing operations

As per the details set out in Schedule 1 of this Agreement.

Data exporter

Name:	
Authorised Signature	

Data importer

Name:	Tim Leighton
Authorised Signature	

APPENDIX 2 of Schedule 3 – Technical and Organisational Security Measures

This Appendix 2 forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clause 4(d) and Clause 5(c) (or documents/legislation attached):

As per the measures set out in Schedule 2 of this Agreement.

Data exporter

Name:	
Authorised Signature	

Data importer

Name:	Tim Leighton
Authorised Signature	

Appendix 2: Support Services Policy

- 1) Artifax shall provide support during Normal Support Hours. Support calls outside Normal Support Hours will be charged according to Artifax's standard scale of charges, as amended from time to time.
- 2) If the Customer at any time discovers any fault with the supported items, it shall as soon as is reasonably practicable notify Artifax of the same.
- 3) Artifax shall use reasonable commercial endeavours to ensure that the fault is corrected within the category time scales referred to below using reasonable care and skill.

Category A: a fault which makes the support items (or any part thereof) unusable and which has a material effect upon the functionality, accuracy or performance of any function upon which the Customer relies for the efficient conduct of the relevant part of its business.

Artifax shall respond within 30 minutes and use reasonable endeavours to attempt to fix the fault concerned within four working hours, in each case of notification (but in the event that Artifax fails to achieve a four working hour fix, it will use its reasonable endeavours to achieve a fix as soon as possible thereafter). In providing a fix for Category A faults, Artifax's first priority shall be to restore the support item's functionality to working order as soon as possible.

Category B: a fault which is not Category A or Category C, i.e., faults that can be easily worked around which do not have a material effect upon the functionality, accuracy or performance of any function upon which the Customer relies for the efficient conduct of the relevant part of its business.

Artifax shall use reasonable endeavours to respond to the notification within one hour and to attempt to fix the fault concerned as fast as possible and in any event within 10 working days of notification (but in the event that Artifax fails to achieve a fix within this timescale, it will use reasonable endeavours to achieve a fix as soon as possible thereafter). In doing so Artifax shall not be required to work outside normal working hours

Category C: a minor cosmetic fault, which does not affect the accuracy or performance of the supported items and also questions about the setting up or use of the system.

Artifax shall respond to the notification within one hour and shall attempt to fix the fault within

6 months of notification (but in the event that Artifax fails to achieve a fix within this timescale, it will use reasonable endeavours to achieve a fix as soon as possible thereafter). In doing so Artifax shall not be required to work outside normal working hours.

- 4) The Customer acknowledges that Artifax may provide a temporary, practical work-around solution (as opposed to a permanent fix) for a fault; if Artifax does provide a temporary work-around solution it will however use its reasonable endeavours to provide a permanent fix as soon as possible thereafter.
- 5) Immediately following such a software fault correction being completed, Artifax shall deliver to the Customer the corrected version of the object code for the software, including documentation specifying the nature of the correction and providing instructions for the proper use of the corrected version of the software.