

TechStream Group Ltd Standard Business Terms and Conditions: December 2020

Terms and Conditions // Part 1

1. The Agreement consists of the Quotation for Works and these Terms and Conditions. Where applicable there will also be a License Agreement entered into by the Company and the Client.

1.1 In these Terms and Conditions the following definitions apply:

- 'Company' means TechStream Group Limited, Company Number 12339475
- 'Client' means the person or organisation to whom the Quotation for Works is addressed;
- 'Quotation for Works' means the initial detailed requirements of the Client set out in a quotation delivered by the Company and accepted by the Client;
- 'Term' shall be the period of time that this Agreement shall be in place as detailed in the Quotation for Works;
- 'Work' means the performance of the services and the delivery of the deliverables each as set out in the Quotation for Works; and
- 'Fees' means the fees and expenses payable for the Work, as set out in the Quotation for Works.

1.2 The Quotation for Works will detail the Work which is goods or services proposed by the Company to the Client which will include one or more of the following options:

1.2.1 the supply of goods to the Client:

- Software products - for which the Client shall enter the required licence agreement with us or a third-party provider.

1.2.2 the supply of services to the Client:

- Professional Services: which may include design and development of software and systems delivered by the Company on a project basis, a retainer basis or a fixed price basis.
- Support services: which may include Systems Support and or Technical Support.
- Cloud and Hosting services

2. Obligations of the Company

2.1 The Company will: (i) use all reasonable care and skill in carrying out the Work and will; (ii) complete the Work in accordance with the Quotation for Works and any time schedules agreed in writing with the Client; and (iii) co-operate with Client in all matters relating to the Work.

2.2 In the event that the Company has to enter the Client's premises in order to provide the Work or a part of the Work, the Company will comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the Client's premises and report to the Client any unsafe working conditions or practices.

3. Representations and Warranties

3.1 Each Party represents and warrants that: (i) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) it has obtained all necessary licences, permissions and clearances to grant the rights granted hereunder and for the performance of its obligations hereunder; and (iii) it will at all times comply with all applicable laws, rules and regulations.

3.2 The Company warrants that if any software is provided in the Works, it is the legal and beneficial owner of any such software or that it has a licence to use and sublicense any third-party software component.

These obligations are subject to the condition that the indemnified Party: (i) gives the indemnifying Party prompt written notice of any claim or action for which indemnity is sought; (ii) gives the indemnifying Party control of the defence and settlement hereof (provided that any compromise or settlement of a claim or action shall require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed); and (iii) cooperates with the indemnifying Party (at the indemnifying Party's expense) in such defence.

3.3 All Intellectual Property rights in pre-existing name, logos, scripts, objects, routines, sub routines, programme utilities, file structures, coding and other materials provided by and/or used by us in the Work will remain our property.

3.4 Any and all Intellectual Property rights arising from the creation by us (including design, graphics and content software) and all Intellectual Property rights in and to the source code in any Work shall belong to us.

3.5 The Company represents and warrants that the Work and any software used in the Work shall not infringe the Intellectual Property or any other rights of any third party.

4. Limitation of Liability

4.1 Except as expressly and specifically provided these terms and conditions, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

4.2 Neither Party shall be liable for any consequential, special, incidental, or indirect damages arising from or related to this Agreement however caused and on any theory of liability (including negligence or strict liability), and irrespective of whether that Party has advised or been advised of the possibility of any such loss or damage.

4.3 Save for liability for breach arising out of clause 4, the total aggregate liability of either Party in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising out of or in connection with this Agreement shall be the amount of Fees actually paid pursuant to this Agreement.

4.4 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or the deliberate default or wilful misconduct of that Party, its Representatives or Sub-Contractors or any matter which cannot be limited or excluded by law.

5. Third parties

5.1 The Company accepts no liability whatsoever for the acts and omissions of any third parties (usually software providers) with whom the Client has signed any license or user agreement to use third-party products, even if the Company introduced, sold or advised the Client to purchase such products and/or enter such licence arrangements. The Company does not guarantee the delivery of such products or services by third parties in any way. The Company's obligation is limited to advising the Client of suitable third-party products and services that are fit for purpose, based on the Client's instructions, and not in any way for the subsequent and continuing delivery of those products by third parties.

6. Term and termination

6.1 The Term of this Agreement shall be set out in the Quotation for Works.

6.2 The Company may terminate the Contract if payment is not made by the Client in accordance with this agreement.

6.3 Additionally, termination may be by either Party immediately on written notice (a) if the other Party breaches any of its obligations under this Agreement and such breach remains uncured for fourteen (14) days following receipt of written notice by the breaching Party of such breach; or (b) upon: (i) the filing of any voluntary petition by the other Party, or upon the filing of any involuntary petition against a Party that is not dismissed within thirty (30) days after filing; (ii) any appointment of a receiver for all or any portion of the other Party's business or operations; (iii) any assignment of all or substantially all the assets of the other Party for the benefit of creditors; (iv) the other Party is adjudged bankrupt by a court with competent jurisdiction; (v) the other Party becomes insolvent; (vi) the other Party ceases all or substantially all of its operations; or (vi) reputational harm being caused to the other Party.

6.4 Upon termination of this Agreement for any reason the Company shall return or delete, according to the guidelines of the Client any Personal data of the Client and delete all duplicates, unless applicable legislation requires the retention of such Personal Data.

6.5 Termination of this Agreement shall not affect 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 this Agreement which existed at or before the date of termination.

6.6 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

7. Confidentiality

7.1 For the purposes of this Agreement a Party (or any of its Affiliates) that receives Confidential Information shall mean the Recipient Party and a Party (or any of its Affiliates) that is disclosing Confidential Information to the Recipient Party shall be the Disclosing Party;

7.2 The Recipient Party will at all times, both during the Term and thereafter, keep and hold all Confidential Information of the Disclosing Party in the strictest confidence, and will not use such Confidential Information for any purpose, other than as may be reasonably necessary for the performance of its duties pursuant to this Agreement, without the Disclosing Party's prior written consent.

7.3 The Recipient Party agrees that it will not disclose to any third party or use any Confidential Information disclosed to it by or on behalf of the Disclosing Party except as expressly permitted in this Agreement, and that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the Disclosing Party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

7.4 In the event of any unauthorised use or disclosure or loss of any Confidential Information of the Disclosing Party, the Recipient Party shall promptly, at its own expense: (i) notify the Disclosing Party in writing; (ii) take such action as may be necessary or reasonably requested by the Disclosing Party to minimise the violation or the damage resulting therefrom; and (iii) cooperate in all reasonable respects with the Disclosing Party to minimise the violation and any damage resulting therefrom.

7.5 Notwithstanding the foregoing, the Recipient Party may disclose Confidential Information of the Disclosing Party (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, rule or regulation, in each case as confirmed by the opinion of legal counsel, so long as the Recipient Party first provides the Disclosing Party with as much notice as reasonably practicable under the circumstances and cooperates with the Disclosing Party's efforts to limit the extent of such disclosure, and (ii) on a "need-to-know" basis under an obligation of confidentiality to its Representatives and Affiliates.

7.6 The terms and conditions of this Agreement will be deemed to be the Confidential Information of each Party and will not be disclosed without the prior written consent of the other Party.

7.7 Upon termination of this Agreement, or as requested in writing from time to time by the Disclosing Party, the Receiving Party shall (i) return the Confidential Information of the Disclosing Party in its possession, custody or control, together with all copies thereof; or (ii) on direction by the Disclosing Party, destroy by shredding or incineration all documents and other material in the Receiving Party's possession, custody or control which bear or incorporate any part of the Disclosing Party's Confidential Information and certify in writing to the Disclosing Party that this has been done, and expunge all Confidential Information of the Disclosing Party from any computer, word processor or similar device into which it was loaded (to the extent technically practicable), and certify in writing to the Disclosing Party that this has been done.

8. Intellectual Property

8.1 Unless agreed otherwise in writing all Intellectual Property developed or created by the Company for the Client during the Term and arising out of or connected with the Work shall be owned by and be the exclusive property of and vest absolutely and immediately upon development and creation in the Company. The Client shall take all steps and sign all documents and procure all such acts are taken as may be necessary to give effect to this clause.

8.2 Exceptions to clause 8.1 shall include original specifications, plans or designs created by and owned by the Client prior to entering into this agreement.

8.3 All Work previously created by the Company prior to this agreement shall remain the absolute property of the Company, and the Client may be asked to enter into a Licence Agreement to use such Work.

9. Fees and Invoicing

9.1 Subject to this clause and except to the extent that payment is required earlier, or in advance by the Quotation for Works, all invoices will become due and payable 30 days from the date of issue. If there is any delay in payment, the Company will at its option (and in each case without penalty or liability to the Client) be entitled to either (a) withhold starting or providing any remaining Work until all payments due have been made or, (b) give written notice to the Client terminating its contract to carry out the Work – in which case the Client will not be entitled to any refund of fees already paid. Interest at 2% above the then current Bank of England base lending rate will also be payable on any unpaid Fees from the date when the relevant invoice becomes due until the date of payment, together with all reasonable recovery costs incurred by the Company in attempting to recover the sums due.

FOR ANNUAL BILLING

9.2. The Fees shall be charged annually (either fully in advance, or by staged payments as agreed in writing) at the commencement of the Work and shall be paid within 30 days of invoice.

FOR MONTHLY BILLING

9.3 The Fees shall be charged at the start of each month and shall be paid within 30 days of invoice.

9.4 No invoice will be rendered without an order confirmation or reference from the Client and no Work will be provided without such order number or reference.

9.5 All Fees in our Quotation for Works are exclusive of VAT.

9.6 Any changes to the scope of works or variations to the Works must be agreed in writing, and all additional Works will be charged. Where additional Works fall outside of the scope of the existing standard annual or monthly fee, a quotation for these changes will be presented for management approval prior to an invoice being presented.

9.7 If additional Works are provided to the Client, the Company may vary the rates or charges from those set out in the Quotation, in its absolute discretion.

9.8 At the end of the Term, Works shall be immediately terminated unless the Client renews the agreement.

10. Force Majeure

10.1 Neither Party will be liable for any delay or failure to comply with any obligation to the other Party to the extent that this is due to matters beyond its reasonable control, including (but not limited to) acts of God, acts of governmental or any public telecommunications operator or Internet service provider, outbreak of hostilities, national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, pandemic and (in the Company's case) any delay or failure by the Client to give instructions, authority or information sought by the Company.

11. Waiver

11.1 No waiver of any of rights under any contract which these Terms and Conditions form part of, will be binding unless that waiver is given in writing. Further, no waiver granted by either Party will prevent it exercising any other right(s) it has against the other Party.

12. Entire Agreement

12.1 Only this Agreement will apply to the provision of the Work and may be amended only if in writing and signed by both Parties. To the extent permitted by English law, the Client waives any right it might have to rely on (i) any other terms and conditions mentioned on any purchase order issued by the Client, or which the Client might otherwise have sought to rely and (ii) any previous agreements and arrangements between the parties relating to the provision of the Work whether oral, in writing, or implied.

13. Enforceability

13.1 If any provision of this Agreement is legally incapable of being enforced, it will automatically be replaced by an alternative provision which achieves, so far as is practical, the objectives of the original provision.

14. Notices.

14.1 All notices, requests, directions or other communications hereunder shall be in writing (with a courtesy copy to be sent by email communication) and deemed to have been sufficiently served if (i) hand delivered, (ii) sent by commercial courier (iii) sent by registered post, to the address of the respective Party. Notices pursuant to this clause are effective and deemed to have been served, unless there is evidence of it having been received earlier, (i) if hand delivered, at the time of delivery to the correct addressee; (ii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or (iii). If sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting.

15. Governing Law and Jurisdiction

15.1 This Agreement is governed by and shall be construed and interpreted according to the laws of England. Each Party irrevocably submits to the exclusive jurisdiction of the courts of England with respect to any proceedings which may be brought at any time relating to this Agreement (including non-contractual disputes or claims).

16. Relationship of the Parties.

16.1 The Parties are independent contractors, and nothing in this Agreement shall be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

Standard Business Terms and Conditions // Part 2

Data Protection

DEFINITIONS

Data Protection Legislation: Any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation, the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation

relating to privacy and all related regulations (as amended, extended or re-enacted from time to time);

- Data Subject: is the meaning given to it in the Data Protection Legislation;
- Data Processor: is the meaning given to it in the Data Protection Legislation;
- Data Controller: is the meaning given to it in the Data Protection Legislation;

Our Privacy Notice can be viewed on our website:

<https://www.techstream.agency/privacy-policy/>

1. DATA PROTECTION

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 1, Applicable Laws means (the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

WHERE THE COMPANY IS PROCESSING DATA ON BEHALF OF THE CLIENT:

1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and the Company is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

The Client and the Company now enter into a Data Processing Agreement, ("DPA") the terms of which are set out in Part 3 of these Terms and Conditions

The DPA sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.

Standard Business Terms and Conditions // Part 3

Data Processing Agreement

1. The Agreement

1.1 This Data Processing Agreement ("DPA") forms part of the agreement, hereafter referred to as the "Agreement", that is entered into between Techstream Group Limited ("the Company") and the Client, and that defines the terms and conditions applicable to the services performed by the Company (the "Services"). This DPA and the other provision of the Agreement are complementary. Nevertheless, in case of conflict, the DPA shall prevail.

1.2 Expressions which begin with an upper-case letter and which are not defined in this DPA shall have the meaning as set out in the Agreement.

1.3 The purpose of this DPA, which is entered into between the Company and the Client in accordance with article 28 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of

personal data and on the free movement of such data (“General Data Protection Regulation” or “GDPR”), is to define the conditions under which the Company is entitled, as a Processor and as part of the Services defined in the Agreement, to process under Client’s instruction, personal data as defined in the GDPR (“Personal Data”). The processing of personal data by the Company as a data controller is out of the scope of this DPA.

1.4 For the purpose of this DPA, the Company is acting as a “Processor” and the Client is presumed to act as a “Controller” provided that “Processor” and “Controller” have the meaning defined in the GDPR. If the Client is acting as a processor on behalf of a third-party controller, the Parties expressly agree to the following conditions:

(a) The Client shall ensure that (i) all the necessary authorisations to enter into this DPA, including the Client’s appointment of the Company as sub-processor, have been obtained from the Controller, (ii) an agreement, that is fully consistent with the terms and conditions of the Agreement including this DPA, has been entered into with the Controller pursuant to the said article 28 of the GDPR, (iii) any instructions received by the Company from the Client in execution of the Agreement and this DPA are fully consistent with the Controller’s instruction and (iv) all the information communicated or made available by the Company pursuant to this DPA is appropriately communicated to the Controller as necessary.

(b) The Company shall (i) process Personal Data only under the Client’s instruction and (ii) not receive any instruction directly from the Controller, except in cases where the Client has factually disappeared or has ceased to exist in law without any successor entity taking on the rights and obligation of the Client.

(c) The Client, which is fully responsible to the Company for the proper execution of the obligations of the Controller as provided under this DPA, shall indemnify and hold the Company harmless against (i) any failure of the Controller to comply with applicable law, and (ii) any action, claim or complaint from the Controller concerning the provisions of the Agreement (including this DPA) or any instruction received by the Company from the Client.

2. Scope

2.1 The Company is authorised, as a Processor acting under Client’s instruction, to process the Controller’s Personal Data to the extent necessary to provide the Services. The nature of operations carried out by the Company on Personal Data may be computing, storage and/or any such other Services as described in the Agreement. The type of Personal Data and the categories of data subjects are determined and controlled by the Client, at its sole discretion. The processing activities are performed by the Company for the duration provided in the Agreement.

3. Selection of the Services

3.1 The Client is solely responsible for the selection of the Services. The Client shall ensure that the selected Services have the required characteristics and conditions to comply with the Controller’s activities and processing purposes, as well as the type of Personal Data to be processed within the Services, including but not limited to when the Services are used for processing Personal Data that is subject to specific regulations or standards (as an example, health or banking data in some countries). The Client is informed that the Company proposes certain Services with organisational and security measures specifically designed for the processing of health care data or banking data.

3.2 If the Controller's processing is likely to result in high risk to the rights and freedom of natural persons, the Client shall select its Services carefully. When assessing the risk, the following criteria shall notably, but not limited to, be taken into account: evaluation or scoring of data subjects; automated-decision making with legal or similar significant effect; systematic monitoring of data subjects ; processing of sensitive data or data of a highly personal nature; processing on a large scale; matching or combining datasets; processing data concerning vulnerable data subjects; using innovative new technologies unrecognised by the public, for the processing.

the Company shall make available information to the Client, in the conditions set out below in clause "Audits", concerning the security measures implemented within the scope of the Services, to the extent necessary for assessing the compliance of these measures with the Controller's processing activities.

4. Compliance with Applicable Regulations

4.1 Each Party shall comply with the applicable data protection regulations including the General Data Protection Regulation from the date which it enters into force in the European Union.

5.. The Company's obligations

5.1 The Company undertakes to:

- a) process the Personal Data uploaded, stored and used by the Client within the Services only as necessary to provide the Services as defined in the Agreement,
- b) neither access nor use the Personal data for any other purpose than as needed to carry out the Services (notably in relation to Incident management purposes),
- c) set up the technical and organisational measures described in the Agreement, to ensure the security of Personal Data within the Service,
- d) ensure that the Company's employees authorised to process Personal Data under the Agreement are subject to a confidentiality obligation and receive appropriate training concerning the protection of Personal Data,
- e) in case of requests received from a competent authority and relating to Personal Data processed hereunder, to inform the Client (unless prohibited by the applicable laws or a competent authority's injunction), and to limit the communication of data to what the authority has expressly requested.

5.2 At the Client's written request, the Company will provide the Client with reasonable assistance in conducting data protection impact assessments and consultation with competent supervisory authority, if the Client is required to do so under the applicable data protection law, and in each case solely to the extent that such assistance is necessary and relates to the processing by the Company of Personal Data hereunder. Such assistance will consist of providing transparency about the security measures implemented by the Company for its Services.

5.3 The Company undertakes to set up the following technical and organisational security measures:

- (a) physical security measures intended to prevent access by unauthorised persons to the Infrastructure where the Client's data is stored,

- (b) identity and access checks using an authentication system as well as a password policy,
- (c) an access management system that limits access to the premises to those persons that need to access them in the course of their duties and within their scope of responsibility,
- (d) security personnel responsible for monitoring the physical security of the Company premises,
- (e) a system that physically and logically isolates clients from each other,
- (f) user and administrator authentication processes, as well as measures to protect access to administration functions,
- (g) an access management system for support and maintenance operations that operates on the principles of least privilege and need-to-know, and
- (h) processes and measures to trace actions performed on its information system.

6. Personal Data Breaches

6.1 If the Company becomes aware of an incident impacting the Controller's Personal Data (such as unauthorised access, loss, disclosure or alteration of data), the Company shall notify the Client without undue delay.

6.2 The notification shall (i) describe the nature of the incident, (ii) describe the likely consequences of the incident, (iii) describe the measures taken or proposed to be taken by the Company in response to the incident and (iv) provide the Company's point of contact.

7. Location and transfer of Personal Data

7.1 In cases where the Services allow the Client to store content and notably Personal Data, the location(s) or, geographical area, of the available Datacentre(s) is specified on the Company Website. Should several locations or geographic areas be available, the Client shall select the one(s) of its choosing when submitting its Order. Subject to the applicable Special Terms of Service, the Company will not modify, without the Client's consent, the location or geographical area chosen when submitting its Order.

7.2 Subject to the foregoing Datacentres' location provision, the Company's Affiliates located within the European Union, Canada and any other country recognised by the European Union as providing an adequate level of protection for Personal Data ("Adequacy Decision"), excluding the United States of America, are allowed to process Personal Data only as needed for the carrying out of the Services, and in particular, in relation to Incident management purposes. The list of the Affiliates likely to take part in the carrying out of the Services is communicated as provided in the clause "Sub-processing" below.

7.3 The data stored by the Client within the scope of the Services shall not be accessed by the Company from a country which is not subject to an Adequacy Decision, unless (a) such access is expressly provided in the applicable Special Terms of Service, or (b) the Client selects a Datacentre located outside the European Union in a country that is not subject to an Adequacy Decision or (c) Client's specific agreement.

7.4 In the event that Personal Data processed hereunder is transferred outside of the European Union to a country which is not subject to an Adequacy Decision, a data transfer agreement which complies with the Standard Contractual Clauses adopted by the European Commission, or

at the Company's discretion, any other protection measures recognised as sufficient by the European Commission, shall be implemented. When such a transfer results from the selection by the Client of a Service for which a Datacentre located outside European Union is used, the implementation of the aforesaid data transfer agreement (or equivalent measures of protection) is not automatic and shall require a specific Client's request.

7.5 The Controller shall complete all the formalities and obtain all necessary authorisation (including from data subjects and the competent data protection authorities, if required) to transfer Personal Data within the scope of the Agreement.

8. Sub-processing

8.1 Subject to the provisions of the clause "Location and transfer of Personal Data" above, the Company may engage another processor to process Personal Data as part of the performance of the Services ("Sub-processor").

8.2 The Client expressly authorises the Company to engage Sub-processor Affiliates. The list of the Company Sub-processor Affiliates is available on the Company Website. the Company undertakes to give the Client thirty (30) days' prior notice of any additional Sub-processor Affiliates.

8.3 Subject to any contradictory provisions of applicable Conditions of Service, the Company shall not engage non-Affiliate Sub-processors without the Client's prior consent. When the applicable Conditions of Service provide the possibility to engage non-Affiliate Sub-processors, the validation of such Conditions of Service by the Client shall be considered as an approval of the relevant listed Sub-processors. The non-Affiliates Sub-processors are listed on the Company website or in the applicable Conditions of Service.

8.4 The Company shall ensure the Sub-processor is, as a minimum, able to meet the obligations undertaken by the Company in the present DPA regarding the processing of Personal Data carried out by the Sub-processor. For such purpose, the Company shall enter into an agreement with the Sub-processor. the Company shall remain fully liable to the Client for the performance of any such obligation that the Sub-processor fails to fulfil.

8.5 Notwithstanding the foregoing, the Company is expressly authorised to engage third-party providers (such as energy providers, network providers, network interconnection point managers or co-located datacentres, material and software providers, carriers, technical providers, security companies), without having to inform the Controller or obtain its prior approval, provided that such third-party providers do not access Personal Data.

9. Client's and Controller's Obligations

9.1 For the processing of Personal Data as provided under the Agreement, the Client shall provide to the Company in writing (a) any relevant instruction and (b) any information necessary to the creation of the Processor's records of processing activities. The Client remains solely responsible for such processing information and instruction communicated to the Company.

9.2 The Controller is responsible to ensure that:

a) the processing of Controller's Personal Data as part of the execution of the Service has an appropriate legal basis (e.g., data subject's consent, Controller's consent, legitimate interests, authorisation from the relevant Supervisory Authority, etc.),

b) any required procedure and formality (such as data protection impact assessment, notification and authorisation request to the competent data privacy authority or other competent body where required) has been performed,

c) the data subjects are informed of the processing of their Personal Data in a concise, transparent, intelligible and easily accessible form, using clear and plain language as provided under the GDPR,

d) data subjects are informed of and shall have at all the time the possibility to easily exercise their data rights as provided under the GDPR directly to the Client or to the Controller

9.3 The Client is responsible for the implementation of the appropriate technical and organisational measures to ensure the security of the resources, systems, applications and operations which are not in the Company scope of responsibility as defined in the Agreement (notably any system and software deployed and run by the Client or the Users within the Services).

10. Data Subject Rights

10.1 The Controller is fully responsible for informing the data subjects of their rights, and to respect such rights, including the rights of access, rectification, deletion, limitation or portability.

the Company will provide reasonable cooperation and assistance, as may be reasonably required for the purpose of responding to data subjects' requests. Such reasonable cooperation and assistance may consist of (a) communicating to the Client any request received directly from the data subject and (b) to enable the Controller to design and deploy the technical and organisational measures necessary to answer to data subjects' requests. The Controller shall be solely responsible for responding to such requests.

10.2 The Client acknowledges and agrees that in the event such cooperation and assistance require significant resources on the part of the Processor, this effort will be chargeable upon prior notice to, and agreement with the Client.

11. Deletion and return of Personal Data

11.1 Upon expiry of a Service (notably in case of termination or non-renewal), the Company undertakes to delete in the conditions provided in the Agreement, all the Content (including information, data, files, systems, applications, websites, and other items) that is reproduced, stored, hosted or otherwise used by the Client within the scope of the Services, unless a request issued by a competent legal or judicial authority, or the applicable law of the European Union or of an European Union Member State, requires otherwise.

11.2 The Client is solely responsible for ensuring that the necessary operations (such as backup, transfer to a third-party solution, Snapshots, etc.) to the preservation of Personal Data are performed, notably before the termination or expiry of the Services, and before proceeding with any delete operations, updates or reinstallation of the Services.

11.3 In this respect, the Client is informed that the termination and expiry of a Service for any reason whatsoever (including but not limited to the non-renewal), as well as certain operations to update or reinstall the Services, may automatically result in the irreversible deletion of all Content (including information, data, files, systems, applications, websites, and other items) that is reproduced, stored, hosted or otherwise used by the Client within the scope of the Services, including any potential backup.

12. Liability

12.1 The Company can only be liable for damages caused by processing for which (i) it has not complied with the obligations of the GDPR specifically related to data processors or (ii) it has acted contrary to lawful written instructions of the Client. In such cases, the liability provision of the Agreement shall apply.

12.2 Where the Company and the Client are involved in a processing under this Agreement that caused damage to data subject, the Client shall in a first time take in charge the full indemnification (or any other compensation) which is due to the data subject and, for second time, claim back from the Company the part of the data subject's compensation corresponding to the Company's part of responsibility for the damage, provided however that any limitation of liability provided under the Agreement shall apply.

13. Audits

13.1 The Company shall make available to the Client all the information necessary to (a) demonstrate compliance with the requirements of the GDPR and (b) enable audits to be carried out.

13.2 Such information is available in standard documentation on the Company Website. Additional information may be communicated to the Client upon request to the Company Support.

13.3 If a Service is certified, complies with a code of conduct or is subject to specific audit procedures, the Company makes the corresponding certificates and audit reports available to the Client upon written request.

13.4 If the aforesaid information, report and certificate prove to be insufficient to enable the Client to demonstrate that it meets the obligations laid down by the GDPR, the Company and the Client will then meet to agree on the operational, security and financial conditions of a technical onsite inspection. In all circumstances, the conditions of this inspection must not affect the security of others the Company's clients.

13.5 The aforementioned onsite inspection, as well as the communication of certificates and audit reports, may result in reasonable additional invoicing.

13.6 Any information that is communicated to the Client pursuant to this clause and that is not available on the Company Website shall be considered as the Company's confidential information under the Agreement. Before communicating such information, the Company may require to execute a specific non-disclosure agreement.

13.7 Notwithstanding the foregoing, the Client is authorised to answer to competent supervisory authority requests provided that any disclosure of information is strictly limited to what is requested by the said supervisory authority. In such a case, and unless prohibited by applicable law, the Client shall first consult with the Company regarding any such required disclosure.