



# DATA SERVICES AGREEMENT

## GENERAL TERMS AND CONDITIONS

These General Terms shall apply to all use of the Service. Additional Terms may also apply depending on the specific Datasets purchased from GBG. These Additional Terms shall form part of the Agreement where the relevant Services and/or Datasets are selected on the Order Form.

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms the following definitions shall apply:

“**Additional Terms**” means the special terms and conditions relating to particular Datasets and/or aspects of the Service as updated from time to time which are available at <https://www.gbGPLC.com/uk/additionalterms>. These Additional Terms will apply if the Client has selected the relevant Dataset or particular aspect of the Service on the Order Form.

“**Affiliate**” means in relation to a Party, that Party, or another company if that other company:

- (a) holds a majority of the voting rights in it;
- (b) is a member of it and has the right to appoint or remove a majority of its board of directors;
- (c) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it; and/or
- (d) if it is a subsidiary of a company that is itself a subsidiary of that other company.

“**Authorized Signatory**” means an individual duly authorized to sign documentation on behalf of a Party.

“**Agreement**” means the Additional Terms, these General Terms, the Privacy and Data Protection Requirements Schedules, any other Schedules and the relevant Order Form, which in the case of conflict rank in the order of precedence set out above unless expressly stated.

“**Bureau Service**” means the processing and enhancement of Input Materials by GBG and the delivery of Output Materials to the Client.

“**Business Day**” means Monday to Friday (excluding federal holidays).

“**Charges**” means the pricing set out in the Order Form during the Initial Period and thereafter shall mean GBG’s standard pricing.

“**Client**” means the organization, firm, company or public authority named on the Order Form that receives the Service provided by GBG.

“**Client Information**” means all data and any other materials provided or otherwise made available to GBG by or on behalf of the Client (including Input Materials).

“**Confidential Information**” means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (i) Client Information, information regarding the business, affairs, customers, clients, suppliers, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party; (ii) any information, findings, data or analysis derived from Confidential Information including the Output Material; (iii) the existence and terms of this Agreement; and (iv) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party.

“**Contract Start Date**” means the date specified as the contract start date on the Order Form.

“**Datasets**” means the different data files provided to GBG and/or the Client by the Data Supplier or used within GBG’s Services. Each Dataset has a unique Dataset ID (which corresponds to Additional Terms).

“**Dataset ID**” is a unique reference provided on the Order Form in order to inform the Client which Additional Terms are applicable to the Client’s use of the Service.

“**Data Supplier**” means GBG’s third party data suppliers that provide Supplier Data for use in GBG’s products and services.

“**European Privacy and Data Protection Requirements**” means all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction, including, if relevant, the GDPR, the LED the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or a European Union judicial authority.

“**Event of Force Majeure**” means any one or more acts, events, omissions or accidents beyond the reasonable control of a Party, including but not limited to: strikes, lock-outs or other industrial disputes (other than a Party’s own); failure of a utility service, or transport network or information technology or telecommunications service; act of God (including without limitation fire, flood, earthquake, storm or other natural disaster); war, threat of war, riot, civil commotion or terrorist attack; malicious damage (including without limitation the acts of hackers that could not have been prevented by a Party acting reasonably); epidemic and/or pandemic; compliance with any change of law or governmental order, rule, regulation or direction; and/or default, caused by an event of force majeure or the insolvency of such suppliers or sub-contractors. For the avoidance of doubt, a Party’s inability to pay money does not constitute a Force Majeure Event.

“**Fair Usage Buffer**” means an overdraft facility, which, where selected on the Order Form, allows Clients who have purchased Services on a Transactional Model to exceed the maximum number of permitted Transactions by up to 20% of the total number of Transactions purchased.

“**GBG**” means either Loqate Inc. of 805 Veteran’s Boulevard, Suite 305, Redwood City, CA 94063, United States or its Affiliates as indicated on the Order Form.

“**GDPR**” means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing GDPR.

“**Initial Period**” means the period specified on the Order Form starting on the Contract Start Date.

“**Input Materials**” means any data provided to GBG by the Client for processing and enhancement in accordance with the terms of the Agreement including, where relevant, any personal data.

“**Instance**” means a copy of the Local Install Solution that is installed or made available or ready for use. Instances are counted individually based on the number of applications that are active on the environment. Instances running on virtual machines or in containers are counted in the same way as physical installations.

“**Intellectual Property Rights**” means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognized in

the future; and (iii) all applications, extensions and renewals to any such rights.

“**LED**” means the Law Enforcement Directive (*Directive (EU) 2016/680*) (as transposed into domestic legislation of each Member State) as may be applicable with regard to the processing of Personal Data by a competent authority (as defined in the LED) for the purposes of prevention, investigation, detection or prosecution of criminal offenses or execution of criminal penalties.

“**License Package**” means the scope of the License granted to the Client for the use of the Service specified in the Order Form, including the number of Permitted Users (and Instances where applicable) for Clients who license the Service on the basis of a Named User License Model, the permitted number of Instances for Clients who license the Service based on a Per Instance License Model and/or the permitted number of Transactions for Clients who access the Service on a Transactional Model.

“**Local Install Solution**” means Services provided to the Client via a locally deployed software solution which will be hosted on the Client’s own server, system or private cloud.

“**Named User License Model**” means a License Package based on the number of Permitted Users who have access to the Service. For Local Install Solutions, this will also be subject to a specified number of permitted Instances installed on physical servers, virtual services or in container environments. Permitted User licenses are assigned to a single person and not a device so can be used by the named Permitted User on multiple devices if required, providing that the Client does not exceed the specified number of Instances when taken via a Local Install Solution.

“**Order Form**” means the order form annexed to or relating to this Agreement as accepted by the Parties.

“**Output Material**” means all information and or Supplier Data provided to a Client by GBG including the results of any enquiry or search, reports, certificates or management information relating to the Client’s use of the Service.

“**Party**” means a party to this Agreement and “**Parties**” shall be construed accordingly.

“**Per Instance License Model**” means a License Package based on the number of permitted Installations installed on physical servers, virtual services or in container environments. Multiple instances running on the same physical or virtual hardware are classed as individual instances and are licensed as such.

“**Permitted User**” means anyone who has been given access to the Service by the Client in accordance with the terms of this Agreement, subject to any restrictions on the number of Permitted Users set out in the Order Form.

“**Persons Associated**” means any employee or agent of the relevant party or other third party who supplies services to, or on behalf of, the relevant party.

“**Prepayments**” means the prepayments of the Charges to be made by the Client as indicated on the Order Form.

“**Privacy and Data Protection Requirements**” means the European Privacy and Data Protection Requirements and the US Privacy and Data Protection Requirements.

“**Professional Services**” means the services to be supplied to the Client by GBG (if selected on the Order Form) in order to assist the Client with designing and implementing the solution. This assistance may include assistance with setup, configuration, launching, integration, and results interpretation. The scope of Professional Services shall be described on the Order Form.

“**Renewal Period**” means each period of 12 months commencing on the expiry of the Initial Period and each anniversary thereafter.

“**Service**” means the Loqate Verify, Matchcode360 or Capture+ service provided to the Client as a Local Install Solution, Web Service and/or Bureau Service as detailed in the Order Form together with the relevant Support Services and Professional Services (where relevant) and any other ancillary services provided by GBG to the Client pursuant to this Agreement.

“**Support Services**” means the particular support services as indicated on the Order Form, which shall be provided in accordance with the terms of Schedule 3.

“**Supplier Data**” means any data provided to GBG and/or the Client by the Data Supplier or used within GBG’s products and services in accordance with the terms of the Agreement including, where relevant, any Personal Data.

“**System Administrator**” means the individual(s) named as such on the Order Form or their replacement(s) as notified to GBG by the Client who will be familiar with the use of the Service and be the first point of contact for all Users of the Service.

“**Transaction**” means a single search, click, check or any other means of obtaining Output Material, as outlined within the Order Form.

“**Transactional Model**” means a License Package based on the number of permitted Transactions that may be carried out by the Client using the Service. Where relevant this may also include a Fair Usage Buffer to enable the Client to maintain uninterrupted access to the Service in the event that the Client needs to exceed the specified number of permitted Transactions.

“**User(s)**” means anyone who has been given access to the Service by the Client in accordance with the scope of the License Package and terms of this Agreement.

“**User Profile**” means the specific configuration of the Service created for the Client as detailed on the Order Form.

“**US Privacy and Data Protection Requirements**” means all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction, including, if relevant, and/or the California Consumer Privacy Act 2018 (‘CCPA’) (as detailed at Schedule 2) any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in the United States.

“**Web Service**” means Services hosted by GBG and provided to the Client via an API integration or web portal.

- 1.2 The headings in this Agreement do not affect its interpretation.
- 1.3 References to clauses, sections and appendices are to clauses, sections and appendices of this Agreement.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 A reference to “writing” or “written” does not include electronic mail or facsimiles.

## 2. TERM OF THE AGREEMENT

- 2.1 **Bureau Service:** Where the Client has purchased Bureau Services, then this Agreement will start on the Contract Start Date and will continue for the Initial Period or until the Services specified in the Order Form have been delivered unless terminated in accordance with clause 11.3 and/or clause 12 of these General Terms.
- 2.2 **Web Service or Local Install Solution:** Where the Client has purchased a Web Service or Local Install Solution then this Agreement will start on the Contract Start Date and will continue for the Initial Period and thereafter automatically renew for further Renewal Periods, unless terminated in accordance with clause 11.3 and/or clause 12 of these General Terms.

### 3. PROVISION OF THE SERVICE

- 3.1 GBG will provide the Client with the Service detailed in the Order Form in accordance with the terms set out in this Agreement.
- 3.2 GBG will use reasonable endeavors to provide the Service in accordance with any timetable agreed with the Client. However, the Client acknowledges and accepts that any dates given by GBG are estimates only and that delivery of the Service will be dependent upon the Client's timely cooperation with GBG as well as other factors outside of GBG's reasonable control.
- 3.3 Where relevant to the Service being provided, the Client acknowledges and accepts that occasionally GBG, in providing the Service, may be required to:
  - (a) change the technical specification of the Service for operational reasons, however, GBG will ensure that any change to the technical specification does not materially reduce or detrimentally impact the performance of the Service;
  - (b) give the Client instructions which it reasonably believes are necessary to enhance or maintain the quality of any Service provided by GBG and GBG shall not be responsible for any errors in the Service resulting from the Client's non-compliance with such instructions; and
  - (c) suspend the Service for operational reasons such as repair, maintenance or improvement or because of an emergency, in which case GBG will give the Client as much on-line, written or oral notice as possible and shall ensure that the Service is restored as soon as possible following suspension.
- 3.4 Web Service or Local Install Solution: Where the Client has purchased a Web Service or Local Install Solution, the Client shall be responsible for:
  - (a) ensuring that it has a minimum of one System Administrator who is familiar with the use of the Service and can act as the first point of contact for all Users of the Service;
  - (b) informing GBG of any changes to the Client's System Administrator's contact details without undue delay;
  - (c) providing the telecommunications and network services and correctly configured hardware and other equipment needed to connect to the Service; and
  - (d) the configuration and management of access to the Service including configuration of the Client's network, firewall, DNS, routers, personal computers and User Profile.
- 3.5 Bureau Service: Where the Client has purchased Bureau Services the following shall apply:
  - (a) The Client shall be responsible for delivering all necessary Input Materials to GBG at the specified location, in a readable condition, within the delivery timescales agreed and in the manner, quantity and form agreed in the Order Form and;
  - (b) Input Materials may be scanned for viruses and malware. Any Input Materials that are found to contain such items will not be processed and the Client will be notified.
  - (c) Reprocessing of any data required due to any fault on the part of GBG or its employees to exercise reasonable skill and care shall be made at GBG's expense, subject to the Client making available any information or Input Materials necessary for such reprocessing;
  - (d) Reprocessing of any data required as a result of a failure by the Client to fulfil any of its delivery obligations set out in clause 3.2 shall be carried out at the Client's expense; and
  - (e) GBG shall not be liable for deletion or destruction of or for damage to the Input Materials and the Client should retain duplicates of all data and Input Materials supplied.
- 3.6 The Client must inform GBG, without undue delay, of any changes to the information that the Client supplied within the Order Form.

### 4. USE OF THE SERVICE

- 4.1 The Client shall comply with these General Terms, the Schedules and all relevant Additional Terms to this Agreement.
- 4.2 The Client must retain back-up copies of all Client Information provided to GBG.
- 4.3 Where relevant, the Client must ensure that any software, equipment and materials which are used with the Service:
  - (a) are connected and used in accordance with any instructions and security procedures specified by GBG or other relevant third party licensor;
  - (b) are technically compatible with the Service and meet the minimum technical specifications detailed on the Order Form.
- 4.4 Use of the Service is subject to the limitations of the License Package as set out in the Order Form. Should the Client exceed, or consider that it is likely to exceed, the limitations in the License Package, then the Client shall inform GBG straight away.
- 4.5 Where the Client has purchased Services on the basis of a Transaction Model and has agreed a Fair Usage Buffer, the Client may continue to use the Service up to the limit of the Fair Usage Buffer provided that:
  - (a) The Client pays for all Fair Usage Buffer Transactions in accordance with the Charges indicated on the Order Form as per the process identified in clause 4.8; and
  - (b) The Client purchases an upgrade to the License Package from GBG to increase the total number of permitted Transactions to cover anticipated future use during the remainder of the Initial Term or Renewal Period within 30 days of entering into the Fair Usage Buffer.
- 4.6 Where the Client has purchased a Local Install Solution, the Client shall maintain accurate and up-to-date records regarding their use of the Service. On receipt of GBG's reasonable request and annually prior to the commencement of any Renewal Period or on the anniversary of the Contract Start Date, the Client shall provide GBG with a fully completed license declaration confirming that its use of the Service does not exceed the limitations set out in the License Package.
- 4.7 GBG reserves the right to audit the Client's use of the Service to check compliance with the terms of the License Package in accordance with clause 13. In the event that such audit reveals that the Client has exceeded the scope of the License Package, GBG shall be entitled to recover the full cost of the audit and to seek compensation from the Client for under-licensing in accordance with clause 4.8.
- 4.8 If as a result of compliance with clauses 4.6 or 4.7 the Parties discover that the Client has exceeded the scope of the License Package, the Parties agree that GBG shall be entitled to invoice the Client for such over usage in accordance with the original Charges set out in the Order Form. GBG shall be entitled to backdate payments to the point at which the over usage occurred. The Client shall pay GBG's invoice for over usage within 28 days of the date of the invoice in accordance with the payment terms at clause 6.
- 4.9 The Client shall only access the Service as permitted by GBG and shall not attempt at any time to circumvent system security or access the source software or compiled code.
- 4.10 The Service is provided solely for the Client's own internal use. The Client shall not attempt to nor actually resell, sub-license, or transfer the Service (or any part or facility of it, including the Output Material) to any third party without first entering into an appropriate agreement signed by an Authorized Signatory of GBG.
- 4.11 The Service is protected by Intellectual Property Rights; the Client must not copy, store, adapt, modify, transmit or distribute the Service except to Users or permit anyone else to do the same.
- 4.12 The Client shall be responsible for the creation and maintenance of all Client Information provided to GBG as part of its use of the Service.

- 4.13 The Client shall, and warrants that it shall comply with all applicable laws, instructions and guidelines issued by regulatory authorities, directives, relevant licenses and any other codes of practice which apply to the Client and its use of the Service including those which relate to the provision of Client Information.
- 4.14 The Client is responsible for the acts and omissions of all Users of the Service and is liable for any failure by a User to perform or observe the terms and conditions of this Agreement including without limitation to the provisions set out in the Additional Terms and any instructions issued under clauses 3.3(b) and 4.3.
- 4.15 If the Client breaches clauses 4.9, 4.10, 4.11, 4.13, 4.14 and/or 4.17 then GBG shall be entitled to treat the contravention as a material breach of this Agreement which cannot be remedied for the purposes of paragraph 12.3(b).
- 4.16 Where relevant, GBG may, in its sole discretion, withhold Output Materials or refuse to carry out or complete any Services set out in the Order Form if in the reasonable opinion of GBG such activity could breach by GBG of the relevant Privacy and Data Protection Requirements. If GBG refuses to carry out or complete any Services on the above grounds, the Client shall reimburse GBG for any costs or expenses incurred by GBG up to the date of such refusal.
- 4.17 Where the Client's use of the Service exceeds a sustained 100 Transactions per second for 2 minutes or more without GBG's prior written consent, GBG shall be entitled to take reasonable steps (including throttling or blocking the Client's use of the Service) in order to protect GBG's infrastructure and GBG's other clients' usage.

## 5. SECURITY

- 5.1 The Client is responsible for the security and proper use of all user identities ("User IDs") and/or passwords used in connection with the Service (including maintaining and enforcing a robust password policy).
- 5.2 The Client shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly and are not disclosed to any unauthorized parties. For the avoidance of doubt, the Client will be responsible for all Charges for the Service where its User ID has been used to access the Service.
- 5.3 The Client must immediately inform GBG if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorized to use it or is being or is likely to be used in an unauthorized way.
- 5.4 GBG reserves the right to suspend User ID and password access to the Service if at any time GBG reasonably considers that there is or is likely to be a breach of security or misuse of the Service and/or to require the Client to change any or all of the passwords used by the Client in connection with the Service.

## 6. CHARGES AND PAYMENT

- 6.1 The Client shall pay all invoices issued by GBG within 28 days from the date of the invoice.
- 6.2 If specified in the Order Form that the Client is to pay the Charges in advance or by direct debit then such payments shall be made on or before the date specified in the Order Form.
- 6.3 Charges will be invoiced and paid in U.S. dollars unless otherwise agreed in the Order Form. Where applicable, taxes or charges applicable in a country where the Service is provided will be added to the Charges.
- 6.4 If the Client fails to pay any part of the Charges when due, it shall be liable to pay GBG interest on such part of the Charges from the due date for payment at the lesser of 18% per year or the highest annual rate allowed by law.

- 6.5 The Client shall make all payments due under this Agreement without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.
- 6.6 If the Client breaches any material term of this Agreement and the Client has received preferential pricing or payment terms under this Agreement, then GBG reserves the right to cease applying any preferential pricing or payment terms as a consequence of the breach. In the event that any preferential pricing or payment terms cease to apply pursuant to this clause 6.6, GBG's standard pricing and payment terms will apply in respect of the Client's continued use of the Service and use throughout the entirety of the Initial Period and any Renewal Period.
- 6.7 If the Client has received preferential pricing or payment terms under this Agreement or if the standard pricing or payment terms that applied on the Contract Start Date have changed during the Initial Period then unless otherwise expressly agreed in writing between the Parties, GBG's standard pricing and payment terms will prevail in respect of the Client's continued use of the Service after the Initial Period.
- 6.8 After the expiry of the Initial Period GBG shall be entitled to increase the Charges by giving the Client not less than 30 days' notice of the change. For the avoidance of doubt, GBG will not revise the Charges before the end of the Initial Period.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 GBG acknowledges all Intellectual Property Rights in the Client Information belong and shall continue to belong to the Client. The Client grants to GBG a non-transferable, non-exclusive, royalty free license to use, disclose and copy the Client Information to enable GBG to provide the Service and carry out its obligations under this Agreement.
- 7.2 The Client acknowledges that all Intellectual Property Rights in the Service and the Output Materials belong and shall continue to belong to GBG and/or GBG's third party suppliers. GBG grants a non-transferable license to the Client to use the Service and Output Material in accordance with the terms of this Agreement.
- 7.3 The Client warrants that:
- it will not use or exploit the Intellectual Property Rights in the Service or Output Material or permit others to use or exploit the Intellectual Property Rights in the Service or Output Material outside of the terms of the license granted to the Client in clause 7.2 above;
  - all computers and/or IT systems which GBG are required to use, access or modify as part of the Professional Services are legally licensed to the Client or are the Client's property and that such activities by GBG will not infringe the rights of any third party;
  - its use of the Service through any software, equipment, materials or services not provided by GBG will not infringe the rights of any third party;
  - GBG's compliance with any designs or specifications provided by the Client, or on the Client's behalf will not infringe the rights of any third party; and
  - the use by GBG of the Client Information through the provision of the Service in accordance with the Client's instructions and in accordance with the terms of this Agreement, will not infringe any third party's Intellectual Property Rights.

## 8. CONFIDENTIALITY AND PUBLICITY

- 8.1 Each Party undertakes that it shall not at any time disclose the other Party's Confidential Information to any third party except as permitted by this clause 8 or to the extent necessary for the proper performance of this Agreement.

- 8.2 Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.
- 8.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 8.4 Each Party may disclose the other Party's Confidential Information:
- to its or its Affiliates' employees, officers, representatives, advisers and third party suppliers who need to know such information to perform its obligations under this Agreement. Each Party shall ensure that its and its Affiliates' employees, officers, representatives, advisers and third party suppliers to whom it discloses the other Party's confidential information comply with this clause 8; and
  - as may be required by law, court order or any governmental or regulatory authority.
- 8.5 For the purposes of clause 8, Confidential Information shall not include information that:
- is or becomes generally available to the public (other than through a breach of this Agreement);
  - is lawfully in the possession of the other Party before the disclosure under this Agreement took place;
  - is obtained from a third party who is free to disclose it; or
  - the Parties agree in writing is not confidential or may be disclosed.
- 8.6 GBG shall not issue a press release (or another form of public communication) relating to the Parties' entry into this Agreement without the Client's express prior written consent.

## 9. DATA PROTECTION

- 9.1 Both Parties shall comply with their respective obligations under the applicable Privacy and Data Protection Requirements and the terms of this Agreement including, to the extent applicable, those terms contained within Schedules 1 (GDPR Schedule) and 2 (US Privacy Schedule) of this Agreement.

## 10. LIABILITY

- 10.1 Neither Party excludes or limits its liability for death or personal injury resulting from its negligence, fraudulent misrepresentation or any other type of liability that cannot by law be excluded or limited.
- 10.2 Neither Party excludes or limits its liability in respect of clauses 4.4 (overuse), 4.10 (Client's internal use), 7 (Intellectual Property Rights), 8 (Confidentiality), 9 (Data Protection) and/or 11.1 (Indemnification) of this Agreement.
- 10.3 Subject to clauses 10.1 and 10.2, each Party's aggregate liability to the other Party under or in connection with this Agreement, whether such liability arises in contract, tort (including, without limitation, negligence) misrepresentation or otherwise, shall be limited to either the Charges payable in the 12 month period preceding the breach, or US\$5,000, whichever is the greater.
- 10.4 Subject to clauses 10.1 and 10.2, neither Party shall be liable for loss of profits, business or anticipated savings, destruction or deletion of data, loss of use of data, loss of reputation, loss of goodwill, any special, indirect or consequential loss or damage.
- 10.5 Due to GBG's reliance on Data Suppliers, and telecommunication services, over which GBG has no direct control, GBG cannot warrant that, and hereby disclaims all such warranties that:
- the accuracy, suitability for purpose/requirements and/or uninterrupted availability of the Service or Output Materials;
  - the use of the Service and/or the Output Materials will meet the Client's business requirements and the Client accepts that the

Service was not designed or produced to its individual requirements and that it was responsible for its selection. Consequently, the Client agrees that except as expressly set out in this Agreement, all warranties, conditions and other terms relating to the Service and this Agreement whether express or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

- 10.6 The Parties acknowledge that damages alone may not be an adequate remedy for a breach by the other Party of clauses 4 (Use of the Service), 7 (Intellectual Property Rights), 8 (Confidentiality) and 9 (Data Protection) of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the injured Party shall be entitled to seek specific performance and/or injunctive or other equitable relief.

## 11. INDEMNIFICATION

- 11.1 GBG will indemnify the Client against all liabilities, costs, expenses, damages and losses incurred by the Client as a direct result of any third party making or threatening to make a claim against the Client that the Client's use of the Service and/or Output Material in accordance with the terms of this Agreement infringes that third party's Intellectual Property Rights (a "Claim"), provided that the Client:
- notifies GBG promptly in writing of any Claim;
  - makes no admission or compromise relating to the Claim or otherwise prejudice GBG's defense of such Claim;
  - allows GBG to conduct all negotiations and proceedings in relation to the Claim;
  - gives GBG all reasonable assistance in doing so (GBG will pay the Client's reasonable expenses for such assistance); and
  - takes all steps to mitigate losses, costs, damages, liabilities, fees and expenses incurred.
- 11.2 The indemnity in clause 11.1 above only applies to the extent that the Claim did not arise as a result of: (i) any negligent or intentional act or omission by the Client; (ii) use of the Service in breach of the Client warranty within 7.3(c); or (iii) designs or specifications made by the Client, or on the Client's behalf.
- 11.3 If any third party makes or threatens to make a claim against GBG, the Client or one of GBG's third party suppliers that the use of the Service and/or Output Material infringes any third party's Intellectual Property Rights, GBG shall be entitled to:-
- suspend any part of the Service that is subject to the infringement claim made by the third party;
  - modify the Service, or item provided as part of the Service, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Service; and/or
  - terminate the Agreement upon written notice to the Client and provide a refund to the Client of any Prepayment made by the Client which at the date of termination has not been and will not be credited against Charges due to GBG.

## 12. SUSPENSION AND TERMINATION

- 12.1 GBG may suspend all or part of the Service immediately and without notice in the event that the Client breaches or GBG reasonably suspects that the Client has committed a material breach of any term of this Agreement.
- 12.2 Either Party may terminate this Agreement by giving at least 90 days' prior written notice to the other of such termination to take effect on the expiry of the Initial Period (or on the expiry of a Renewal Period).
- 12.3 Either Party may terminate this Agreement (or, if GBG wish, part of it) on immediate notice in writing to the other if any of the following applies:



- (a) the other Party commits a material or persistent breach of this Agreement, which is capable of remedy, and it fails to remedy the breach within 10 Business Days of a written notice to do so. A breach shall be capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance;
  - (b) the other Party commits a material or persistent breach of this Agreement which cannot be remedied; or
  - (c) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 12.4 When this Agreement terminates the Client will:
- (a) cease using the Service or in the case where access to a specific part of the Service has been terminated cease to use the specified part of the Service; and
  - (b) promptly pay any outstanding and unpaid invoices due for the Service whether the invoice was submitted before or after the termination of this Agreement.
- 12.5 GBG will cease using Client Data (and any copies of it) and shall arrange for its safe return or destruction as shall be required by the Client (unless any relevant Privacy and Data Protection Requirements require storage of any Personal Data contained within the Client Data or an exemption under GDPR applies).
- 12.6 The Parties will return or destroy (at the option and request of the disclosing Party) any Confidential Information belonging to the other Party in its possession or control.
- 12.7 The termination of this Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination. Nor shall it affect the continuation in force of any provision of this Agreement that is expressly or by implication intended to continue in force after termination.
- 12.8 If GBG terminates this Agreement during the Initial Period following a breach of this Agreement by the Client the Client agrees to pay GBG the Charges due, if any, for the remaining part of the Initial Period in accordance with clause 12.4.

### 13. AUDIT RIGHTS

- 13.1 The Parties acknowledge and accept that, due to the nature of the Services provided, a mutual audit right is required for each Party (the “Auditing Party”) to be able to verify and monitor the other Party’s compliance with its material obligations under this Agreement (the “Audited Party”). The following provisions of this clause 133 are to give effect to that requirement.
- 13.2 Upon receipt of the Auditing Party’s reasonable request, the Audited Party shall provide the Auditing Party with any documentation or records which are reasonably required to enable the Auditing Party to verify and monitor the Audited Party’s compliance with its obligations under this Agreement. Such information and records may be redacted to remove confidential commercial information not relevant to the request.
- 13.3 All information and records shall be provided without undue delay and where possible within 14 days of receipt of such request. The Audited Party shall also notify the Auditing Party of the name of the person within its organization who will act as the point of contact for provision of the information required.
- 13.4 Subject to clauses 13.5 to 13.7, where, in the reasonable opinion of the Auditing Party, such documentation is not sufficient to demonstrate compliance or to meet the Auditing Party’s obligations to a regulatory body (or in GBG’s case to a Data Supplier), then the Auditing Party will be entitled, upon reasonable prior written notice and upon reasonable grounds, to conduct an on-site audit of the Audited Party’s premises or to appoint a third party auditor to conduct an on-site audit for the

purposes of investigating the Audited Party’s compliance with its obligations under this Agreement.

- 13.5 Audits shall not be carried out on more than one occasion per year of this Agreement unless the Auditing Party reasonably believes that the Audited Party is in material breach of the Agreement or unless the Auditing Party is required to do so by any regulatory body with competent jurisdiction (or in the case of GBG, one of GBG’s third party suppliers engaged in connection with the Service). The Auditing Party or its auditor may be accompanied by representatives of any such regulatory body (or Data Supplier in the case of GBG) in respect of any such audit imposed on the Audited Party.
- 13.6 All audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Audited Party’s performance of its business and shall be carried out at the expense of the Auditing Party. Should the audit reveal a material breach of the Agreement by the Audited Party, the Audited Party shall reimburse the Auditing Party for the full cost of the audit.
- 13.7 The Audited Party shall provide the Auditing Party (or any third party auditor as relevant) with full access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit.

### 14. DISPUTE RESOLUTION

- 14.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a “Dispute”) then the Parties shall, respectively:
- (a) give the other Party written notice of the Dispute, setting out its nature and full details (a “Dispute Notice”), together with relevant supporting documents. On service of the Dispute Notice, authorized representatives of GBG and the Client shall attempt in good faith to resolve the Dispute;
  - (b) if the authorized representatives of GBG and the Client are for any reason unable to resolve the Dispute within 10 Business Days of service of the Dispute Notice, the Dispute shall be escalated appropriately in the circumstances within GBG and the Client in an attempt in good faith to resolve the matter; and
  - (c) if, following escalation of the Dispute as described in 14.1(b), GBG and the Client are for any reason unable to resolve the Dispute within 30 Business Days of it being escalated, then the Parties will attempt to settle it by way of mediation. Should the Parties fail to reach a settlement within 25 Business Days from the date of engaging in such mediation, the Parties shall be entitled to refer the Dispute to the courts of the State of California, U.S.A. in accordance with clause 19.2 of this Agreement.
- 14.2 Notwithstanding clause 14.1 above, the Parties shall be entitled to seek injunctive or other equitable relief at any point should that Party deem it necessary to protect the legitimate business interests of that Party.

### 15. EVENT OF FORCE MAJEURE

- 15.1 Neither Party shall be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from an Event of Force Majeure. In such circumstances the Party that is unable to perform due to the Event of Force Majeure shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three consecutive months, the other Party may terminate this Agreement immediately by giving written notice as set out in clause 16 below.

## 16. NOTICES

- 16.1 Notices given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class mail to the following addresses:
- (a) to GBG at its registered office address and marked for the attention of the Company Secretary,
  - (b) to the Client at the address to which the Client asks GBG to send invoices or the Client's registered office address (in the case of a corporate body).
- 16.2 Any notice shall be deemed to have been duly received:
- (a) if delivered by hand or by courier, when left at the address referred to in clause 16.1;
  - (b) if sent by first class mail, two Business Days after the date of posting.
- 16.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

## 17. ANTI-BRIBERY AND CORRUPTION

- 17.1 Both Parties shall:
- (a) comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the U.S. Foreign Corrupt Practices Act (“**Relevant Requirements**”);
  - (b) have and shall maintain in place throughout the term of the Agreement its own policies and procedures, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
  - (c) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of the Agreement;
- 17.2 Both Parties shall provide such supporting evidence of compliance, including annual certification (if requested) as the other Party may reasonably request.

## 18. MISCELLANEOUS

- 18.1 Any changes, modifications or amendments to this Agreement must be in writing and will form part of this Agreement when signed by an Authorized Signatory of both Parties.
- 18.2 Neither Party may assign or transfer (in whole or in part) any of its rights or obligations under this Agreement, without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed).
- 18.3 GBG will not withhold its consent to a Client assignment provided that, the assignment would not:
- (a) put GBG in breach of regulatory requirements;
  - (b) put GBG in breach of its supplier obligations;
  - (c) conflict with the provisions set out in the Additional Terms; and/or
  - (d) be to a competitor of GBG.
- 18.4 Notwithstanding 18.2, GBG may assign such rights and obligations to a GBG Affiliate without consent.

- 18.5 Save where expressly stated in the Additional Terms, a person who is not party to this Agreement has no rights under this Agreement, including any right to enforce any terms of this Agreement, as a third party beneficiary or otherwise.
- 18.6 This Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.
- 18.7 The Parties agree that:
- (a) neither Party has been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
  - (b) in connection with this Agreement its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.
- 18.8 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 18.9 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 18.10 No failure or delay by a Party to exercise any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.
- 18.11 Unless otherwise stated herein, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

## 19. GOVERNING LAW AND JURISDICTION

- 19.1 By entering into this Agreement, the Parties warrant that they each have the right, authority and capacity to enter into and be bound by the terms and conditions of this Agreement and that they agree to be bound by these.
- 19.2 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of the State of California, U.S.A and subject to clause 14 both Parties submit to the exclusive jurisdiction of the California Courts, save that, in the event applicable laws in relation to GDPR requires any disputes or claims to be governed in the jurisdiction of a European Union member state, then any disputes shall be governed and construed in accordance with English Law and both parties submit to the exclusive jurisdiction of the English Courts.

## SCHEDULE 1 – GDPR

### 1. DEFINITIONS AND INTERPRETATIONS

1.1 In this GDPR Schedule the following definitions shall apply. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

**"Controller"** means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data; where the purposes and means of processing are determined by EU or Member State laws, the Controller (or the criteria for nominating the controller) may be designated by those laws.

**"Data Subject"** means an identifiable natural person about whom a Controller holds Personal Data. For the purposes of this Agreement, this may include an individual whose details are provided to GBG by the Client as part of the Client Data or whose details are contained within the Supplier Data.

**"EEA"** shall have the same meaning as given to it in clause 4.1.

**"Personal Data"** shall have the meaning set out in the GDPR specifically any information relating to a Data Subject; who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**"Processor"** means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller.

**"Sub-processor"** means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Data for the purpose of carrying out a specific processing activity on behalf of the Controller.

**"Supervisory Authority"** means an independent public authority which is established by a Member State pursuant to Article 51 of GDPR.

### 2. GENERAL

2.1 Both Parties warrant that they will comply with their respective obligations under the European Privacy and Data Protection Requirements and the terms of this GDPR Schedule.

2.2 For the purpose of this GDPR Schedule, the Client is the Controller and GBG is the Processor.

### 3. CONTROLLER OBLIGATIONS IN RELATION TO PROCESSING OF CLIENT DATA

3.1 The Client warrants and represents that all instructions provided to GBG in relation to the processing of Client Data are lawful and shall as a minimum include:

- (a) The nature and purpose of the processing of the Client Data;
- (b) The types of Personal Data to be processed; and
- (c) The categories of Data Subjects to whom the Personal Data relates.

3.2 The Client shall only provide instructions to GBG that are in accordance with the terms of the Agreement and this GDPR Schedule. Such instructions shall be limited to the subject matter of the relevant Services under the Agreement.

3.3 The Client acknowledges that as Controller it is solely responsible for determining the lawful processing condition upon which it shall rely in providing instructions to GBG to process Client Data for the purposes of carrying out the Services as set out in the Agreement.

3.4 The Parties acknowledge and accept that processing of Personal Data belonging to an EEA Data Subject and/or the processing of Personal Data in the context of the activities of an establishment of a Controller or Processor within the EEA shall be lawful only if and to the extent that either an exemption, Article 2 GDPR or at least one of the following conditions (as specified on this GDPR Schedule or Order Form as may be applicable) applies:

- (a) the Data Subject has given consent to the processing of his or her Personal Data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the Controller is subject;
- (d) processing is necessary in order to protect the vital interests of the Data Subject or of another natural person;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller; or
- (f) processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data, in particular where the Data Subject is a child.

### 4. PROCESSOR OBLIGATIONS IN RELATION TO THE PROCESSING OF CLIENT DATA

4.1 To the extent that the performance of GBG's obligations, and any supporting and/or ancillary activities, involves processing Client Data, GBG acting as Processor shall:

- (a) only carry out processing of Client Data in accordance with the Client's documented instructions, including where relevant for transfers of Client Data outside the European Economic Area ("EEA") or to an international organization (unless GBG is otherwise required to process Client Data by European Union, Member State and/or UK law to which GBG is subject, in which case GBG shall inform the Client of that legal requirement before processing unless prohibited by that law on important grounds of public interest), and shall immediately inform the Client if, in GBG's opinion, any instruction given by the Client to GBG infringes European Privacy and Data Protection Requirements;
- (b) notify the Client without undue delay of any requests received from a Data Subject exercising their rights under European Privacy and Data Protection Requirements and, taking into account the nature of the processing, assist the Client by taking appropriate technical and organizational measures, insofar as this is possible, with fulfilling its obligations in respect of Data Subject rights under European Privacy and Data Protection Requirements, including assisting the Client in responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;



- (c) take all security measures required in accordance with European Privacy and Data Protection Requirements (including Article 32 GDPR), and at the request of the Client provide a written description of, and rationale for, the technical and organizational measures implemented, or to be implemented, to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted stored or otherwise processed; and detect and report Personal Data breaches without undue delay;
  - (d) taking into account the nature of the processing and the information available to GBG, use all measures to assist the Client in ensuring compliance with the Client's obligations to:
    - (i) keep Personal Data secure (Article 32 GDPR);
    - (ii) notify Personal Data breaches to the Supervisory Authority (Article 33 GDPR);
    - (iii) advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);
    - (iv) carry out data protection impact assessments (Article 35 GDPR); and
    - (v) consult with the Supervisory Authority where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).
  - (e) without undue delay, inform the Client of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Client Data transmitted, stored or otherwise processed. GBG accepts and acknowledges that the Client shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by GBG under European Privacy and Data Protection Requirements, including but not limited to any communications with a Supervisory Authority. GBG agrees not to act in any way upon such disclosure without the prior written consent of the Client;
  - (f) make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this GDPR Schedule and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client as set out in clause 6; and
  - (g) in addition to the confidentiality obligations contained within the Agreement, ensure that persons authorized to process the Client Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.2 On expiry or termination of the Agreement, GBG shall immediately cease to use Client Data (and any copies of it) and shall arrange for its safe return or destruction as shall be required by the Client (unless European Union, Member States and/or UK Law requires storage of any Personal Data contained within the Client Data or an exemption under GDPR applies).

## 5. USE OF SUPPLIER DATA

- 5.1 Where the Client uses or receives Supplier Data as part of the Services, the Client acknowledges that:
- (a) the Supplier Data may be subject to Additional Terms;
  - (b) where relevant for the provision of Services under the Agreement, the Client shall comply with the Additional Terms; and
  - (c) where the Additional Terms specify that Personal Data belonging to EEA Data Subjects cannot be processed by a particular Data Supplier, the Client warrants that it will not use that element of the Service for the processing of Personal Data belonging to an EEA Data Subject.
- 5.2 GBG shall promptly notify the Client in the event of a change to the Additional Terms.

## 6. AUDIT RIGHTS

- 6.1 Upon the Client's reasonable request, GBG agrees to provide the Client with any documentation or records (which may be redacted to remove confidential commercial information not relevant to the requirements of this GDPR Schedule) which will enable it to verify and monitor GBG's compliance with its data protection and security obligations under the terms of this GDPR Schedule, within 14 days of receipt of such request, and to notify the Client of the person within GBG's organization who will act as the point of contact for provision of the information required by the Client.
- 6.2 Where, in the reasonable opinion of the Client, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR (or where applicable Article 22 of the LED), the Client will be entitled, upon reasonable prior written notice to GBG and upon reasonable grounds, to conduct an on-site audit of GBG's premises used in connection with the Service, solely to confirm compliance with its data protection and security obligations under this GDPR Schedule.
- 6.3 Any audit carried out by the Client will be conducted in a manner that does not disrupt, delay or interfere with GBG's performance of its business. The Client shall ensure that the individuals carrying out the audit are under the same confidentiality obligations as set out in the Agreement.
- 6.4 Any audit right granted to GBG under the Agreement shall remain in full force and effect. In the event that there is no audit right in favor of GBG or the audit right contained in the Agreement in favor of GBG is not sufficient to enable it to verify and monitor the Client's compliance with its data protection and security obligations under the terms of this GDPR Schedule, then, GBG shall be entitled to carry out an audit of the Client on reciprocal terms as those set out in clauses 6.1, 6.2 and 6.3.

## 7. USE OF SUB-PROCESSORS

- 7.1 The Client provides their consent for GBG to use Sub-processors in the delivery of the Service. Where GBG uses third party Data Suppliers or any other third party and where they are acting as a Sub-processor in relation to the Client Data GBG shall:
- (a) enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in this GDPR Schedule to the extent applicable to the nature of the services provided by such Sub-processor, in particular, unless otherwise stated in the Additional Terms in accordance with clause 5.1(c), providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR;
  - (b) shall remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this GDPR Schedule; and
  - (c) where required by law, GBG shall inform the Client of any intended changes concerning the addition or replacement of a Sub-processor with access to Client Data and give the Client the opportunity to object to such changes.

## 8. TRANSFERS OF PERSONAL DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS

8.1 GBG shall not cause or permit any Client Data to be transferred outside of the EEA unless such transfer is necessary for the purposes of GBG carrying out its obligations under the Agreement in which case, the provisions of this clause 8 shall apply.

8.2 **Transfer subject to adequate safeguards:** Subject to clauses 8.3 and 8.4, if Personal Data is to be processed outside of the EEA, GBG agrees to provide and maintain appropriate safeguards as set out in Article 46 GDPR or where applicable, LED Article 37 to lawfully transfer the Personal Data to a third country.

8.3 **Transfers based on adequacy decisions:** Clause 8.2 shall not apply if the processing of the Personal Data is carried out in a country that the European Commission has considered as offering an adequate level of protection.

8.4 **Derogations for specific situations:** The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision of the products and services are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 8.3/ Article 45(3) GDPR) and are not able to demonstrate appropriate safeguards (Clause 8.2/ Article 46 GDPR). In such circumstances this will be stated in the Additional Terms and where GDPR applies to the Client by virtue of Article 3 GDPR, the Client as Controller acknowledges that prior to submitting Client Data to GBG for processing it shall determine, and is solely liable for ensuring, that one of following exceptions set out in Article 49 GDPR applies:

- (a) the Data Subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the Data Subject due to the absence of an adequacy decision and appropriate safeguards;
- (b) the transfer is necessary for the performance of a contract between the Data Subject and the Client or the implementation of pre-contractual measures taken at the Data Subject's request;
- (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the Client and another natural or legal person;
- (d) the transfer is necessary for important reasons of public interest;
- (e) the transfer is necessary for the establishment, exercise or defense of legal claims;
- (f) the transfer is necessary in order to protect the vital interests of the Data Subject or of other persons, where the Data Subject is physically or legally incapable of giving consent; or
- (g) the transfer is made from a register which according to European Union or Member State law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by European Union or Member State law for consultation are fulfilled in the particular case.

The terms of this clause 8.4 shall not apply where the Client is subject to LED. In such circumstance clause 8.5 of this GDPR Schedule shall apply.

8.5 **Derogations for specific situations where the LED is applicable to the Client:** The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision and services are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 8.3/ Article 36 LED) and are not able to demonstrate appropriate safeguards (Clause 8.2/Article 37 LED). In such circumstances this will be stated in the Additional Terms and the Client as Controller acknowledges that prior to submitting Client Data to GBG for processing it shall determine, and is solely liable for ensuring that, one of the following exceptions set out in Article 38 LED applies:

- (a) the transfer is necessary to protect the vital interest of the Data Subject or another person;
- (b) to safeguard legitimate interest of the Data Subject, where the law of the Member State transferring the Personal Data so provides;
- (c) for the prevention of an immediate and serious threat to public security of a Member State or a third country;
- (d) in individual cases for the purposes set out in Article 1 (1) LED; or
- (e) in an individual case for the purpose set out in Article 1 (1) LED.

## 9. SECURITY

9.1 For the avoidance of doubt, both Parties acknowledge that any provisions in relation to User IDs and passwords used in connection with the Service under the Agreement shall remain unchanged and in full force and effect.

## 10. LIABILITY

10.1 Neither Party excludes or limits its liability in respect of the terms of this GDPR Schedule.

## 11. MISCELLANEOUS

11.1 This GDPR Schedule and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and subject to any dispute resolution procedure as set out in the Agreement, both Parties submit to the exclusive jurisdiction of the English Courts, save that GBG may elect to bring proceedings against the Client in the courts of any jurisdiction where the Client or any of the Client's property or assets may be found or located.

11.2 A person who is not a Party to this GDPR Schedule has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce the provisions of this GDPR Schedule.

11.3 Where applicable, the Parties agree that if, upon review following GDPR and LED coming into force, the provisions of this GDPR Schedule do not comply with GDPR or LED then both Parties agree to cooperate in good faith to re-negotiate the terms of this GDPR Schedule to ensure compliance with GDPR or LED.

## SCHEDULE 2 – US PRIVACY

### 1. DEFINITIONS AND INTERPRETATIONS

1.1. In this US Privacy Schedule the following definitions shall apply. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

“**Applicable Law(s)**” means all federal, state, provincial and local laws, rules, regulations, directives, and government requirements and guidance currently in effect and as they become effective relating in any way to privacy, confidentiality, and security that are applicable to Personal Information, including but not limited to CCPA. For the avoidance of doubt, ‘Applicable Laws’ shall not include the General Data Protection Regulations which (where relevant) shall be addressed as a separate Schedule and/or contractual provisions under the Agreement.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and any regulations and guidance that may be issued pursuant to CCPA from time to time.

“**Business**” means the entity which alone or jointly with others determines the purposes and means of Processing of Personal Information. The definition of Business shall include, but shall not be limited to “business” as it is defined under CCPA.

“**Personal Information**” means any information relating, directly or indirectly, to an identified or identifiable natural person or household that GBG collects or otherwise handles in connection with performing functions under the Agreement. The definition of Personal Information shall include, but shall not be limited to “personal information” as it is defined under CCPA.

“**Processing**” means any operation or set of operations that are performed on Personal Information or on sets of Personal Information, whether or not by automated means. The definition of Processing shall include, but shall not be limited to “processing” as such term is defined under CCPA. Variations of the term “Processing,” such as “Process” shall have the same meaning.

“**Service Provider**” means an entity that Processes Personal Information on behalf of a Business and to which the Business discloses Personal Information pursuant to a written contract. The definition of Service Provider shall include, but shall not be limited to “service provider” as it is defined under CCPA or the relevant Applicable Law.

### 2. DATA USE AND DISCLOSURE

- 2.1 For the purposes of all Applicable Laws, GBG is a Service Provider with respect to any Input Material that constitutes Personal Information. When acting as a Service Provider, GBG agrees not to: (i) sell Personal Information; (ii) retain, use or disclose Personal Information for any purpose other than for the specific purpose of providing the Service under the Agreement, including retaining, using, or disclosing Personal Information for a commercial purpose other than providing the Service specified in the Agreement; and (iii) retain, use, or disclose Personal Information outside of the direct business relationship between GBG and the Client. GBG certifies that it understands the restrictions set forth in this clause 2.1 and will comply with them. In connection with GBG’s Service Provider functions, if any, the Client represents and warrants that it has all necessary consents and authorizations to provide or otherwise make the Personal Information available to GBG.
- 2.2 For purposes of all Applicable Laws, for all Personal Information that is not Input Material, GBG is a Business. With respect to such Personal Information: (i) each Party is an independent Business, and (ii) each Party shall be independently required to comply with CCPA (or the relevant Applicable Law) and agrees to use, disclose, and otherwise Process Personal Information in accordance with CCPA (or the relevant Applicable Law).

### 3. CONFLICTS.

- 3.1 In the event of a conflict between a provision in this Schedule and the Agreement or any other agreement between the Parties regarding the privacy or security of Personal Information specific to the Applicable Laws, this Schedule shall take precedence; provided that if another provision provides greater protection to Personal Information, such other provision shall take precedence.

### 4. SURVIVAL.

- 4.1 This Schedule and all provisions herein shall survive so long as, and to the extent that, the Agreement continues to govern the Parties’ relationship.

### 5. MODIFICATION.

- 5.1 In the event of a change in Applicable Law, the Parties agree to negotiate in good faith to amend this Schedule as is reasonable and appropriate given the change in Applicable Law.

## SCHEDULE 3 - PREMIUM SUPPORT SERVICES

This section only applies if the Order Form shows that Premium Support Services have been selected. If so, this Schedule 3 will apply in addition to the General Terms and any applicable Additional Terms. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

### 1. DEFINITIONS

1.1 The following definitions apply to this Schedule 3:

“Client Cause” means any of the following:

- (a) any improper use, misuse or un-authorized alteration of the Service by the Client;
- (b) any use of the Service by the Client in a manner inconsistent with GBG’s instructions provided from time to time;
- (c) the Client’s use of any hardware, software or data not provided or approved by GBG in writing for use by the Client in connection with the Service; or
- (d) the use of a non-current version or release of the Service.

“Consultations” shall be a call of up to 30 minutes, between a representative of the Client and GBG, at a time to be agreed between the Parties, during which the Client shall be able to raise questions, concerns and comments relating to the Service.

“Emergency Maintenance” means a Maintenance Event (as defined in clause 7 of this Schedule 3) which is undertaken on less than 5 days advance notice, or with no notice at all, which is necessary to: address a security issue; aim to prevent or address a Service disruption; aim to prevent data corruption or incorrect output from a Service; or comply with legislative requirements.

“Fault” means any failure of the Service to operate in all material respects in accordance with the Agreement, including any failure or error with the Service referred to in the table in clause 10.1(b) of this Schedule 3.

“Find and Retrieve API Calls” means the GBG search functionality used to find and return a validated, formatted address.

“Helpdesk” means the helpdesk facility provided by GBG to handle enquiries and administration for the Service.

“Maintenance Events” means maintenance of GBG’s or the GBG Hoster’s infrastructure, servers, software or other aspects of the Service.

“Monthly Recurring Fee” means 1/12<sup>th</sup> of the Charges paid by the Client during the Initial Period or relevant Renewal Period or, if the Client has not paid any Charges during the Initial Period or relevant Renewal Period, 1/12<sup>th</sup> of the Charges, which have been agreed to be paid by the Client during the Initial Period or relevant Renewal Period.

“Out of Scope Support” means any services:

- a) (including any investigation work) performed by GBG in connection with any apparent problem regarding the Service reasonably determined by GBG not to have been caused by a Fault or to have been caused by a Client Cause or a cause outside of GBG’s control;
- b) relating to issues with software and data which do not form part of the Service;
- c) relating to issues with hardware or networks which are not under the direct control of GBG or the GBG Hoster.

“Premium Support Period” means the period that the Premium Support Services are taken for as set out on the Order Form.

“Service Downtime” means when the Service is suffering from a P1 or P2 (see the table in clause 10.1 of this Schedule 3) subject to clause 2.3 of this Schedule 3.

“Service Uptime” means when the Service is not suffering from a P1 or P2 (see the table in clause 10.1 of this Schedule 3) and the calculation is subject to clause 2.3 of this Schedule 3.

“Service Uptime Level” means the actual average monthly Service Uptime as an aggregate of all Services provided to the Client under the Agreement, calculated in accordance with clause 3 of this Schedule 3.

“Service Availability Report” means the report shown at <http://status.logate.com/> which details the Service Uptime Level and System Response Time Level.

“Support Request” means a request for support made by the Client in accordance with this Schedule 3.

“System Response Time” means the internal processing time on GBG’s servers to the public internet egress point. This does not include delays caused by the internet.

“System Response Time Level” means the actual average monthly System Response Time, calculated in accordance with clause 5 of this Schedule 3.

### 2. SERVICE UPTIME

2.1 GBG shall provide at least a 99.95% average monthly Service Uptime Level as an aggregate of all Services provided to the Client under the Agreement.

2.2 The Service Uptime Level is calculated by measuring the Service availability on a monthly basis (see clause 3 below) from GBG’s or its subcontractors’ servers hosting the respective Service (such GBG subcontractors being referred to as the “GBG Hoster”) to the farthest network egress point to the public internet that is entirely under the direct control of GBG or the GBG Hoster.

2.3 The Service Uptime Level excludes from any measurements (and the following do not constitute Service Downtime for the purpose of calculating the Service Uptime Level):

- a) issues with any software and data not forming part of the GBG Service;
- b) issues with hardware or networks which are not under the direct control of GBG or the GBG Hoster;
- c) planned maintenance in respect of which GBG has provided at least 5 days’ advance notice by email or by a notice at <http://status.logate.com/>, and any Emergency Maintenance (other than that referred to in Clause 6.3 below);
- d) any Client Causes (including a failure to adhere to implementation guidelines provided by GBG, or issues resulting from account settings which are under the Client’s control);
- e) any outages or disruptions caused by the Client or a third party;
- f) outages or disruptions attributable in whole or in part to an Event of Force Majeure;
- g) services which are notified as being discontinued by GBG (GBG to give at least 90 days’ notification of such intended discontinuation); and
- h) any suspensions in the Service and/or Premium Support Services due to late payment of invoices.

### 3. SERVICE UPTIME LEVEL MEASUREMENT

- 3.1 The Service Uptime Level shall be measured by GBG:
- based on the monthly average percentage Service Uptime, calculated at the end of each calendar month;
  - by dividing the total actual Service Uptime minutes during that calendar month by total possible Service Uptime minutes in that calendar month (as visible from the Service Availability Report).

### 4. SYSTEM RESPONSE TIME

- 4.1 GBG shall provide a System Response Time Level, measured at the 90th percentile, of at least 350ms or below, which applies to Find and Retrieve API Calls only.
- 4.2 The following are excluded from any measurements when calculating the System Response Time Level:
- issues with any software and data not forming part of the GBG Service;
  - issues with hardware or networks which are not under the direct control of GBG or the GBG Host;
  - planned maintenance in respect of which GBG has provided at least 5 days' advance notice by email or by a notice at <http://status.logate.com/>, and any Emergency Maintenance (other than that referred to in clause 6.3 below);
  - any Client Causes (including a failure to adhere to implementation guidelines provided by GBG, or issues resulting from account settings which are under the Client's control);
  - any outages or disruptions caused by the Client or a third party;
  - outages or disruptions attributable in whole or in part to an Event of Force Majeure;
  - services which are notified as being discontinued by GBG (GBG to give at least 90 days' notification of such intended discontinuation); and
  - any suspensions in the Service and/or Premium Support Services due to late payment of invoices.

### 5. SYSTEM RESPONSE TIME LEVEL MEASUREMENT

- 5.1 The System Response Time Level is measured by GBG based on the monthly average System Response Time, calculated at the end of each calendar month.

### 6. TESTING ACTIVITY

- 6.1 The Client shall ensure that:
- any use of the Service for the purpose of testing, development, or any activity that affects the production environments usage, license model or configuration ("**Testing Activity**") must be reported to GBG via the Client's System Administrator prior to the Testing Activity taking place; and
  - any Service used in test/staging environment must at all times be licensed appropriately and adhere to all relevant usage restrictions as per the License Package or Order Form.
- 6.2 If any Testing Activity takes place prior to GBG being notified, then any such usage will contribute towards the License Package agreed. The Client will be liable for any overuse in line with the Charges indicated on the Order Form. Payment for overuse shall be subject to the charges and payment terms set out in Clause 6 of the Agreement.
- 6.3 The Client shall be entitled to a number of Transactions, which shall be available for use in Testing Activity only (the "**Test Transactions**").
- 6.4 The number of Test Transactions shall be specified on the Order Form and shall be a percentage of the total number of Transactions being committed to on the Order Form (the "**Minimum Commitment Volume**") and shall not to exceed 5% (per cent) of the Minimum Commitment Volume (up to a maximum of 50,000 Test Transactions).
- 6.5 Test Transactions are strictly for use in non-production only and not for any commercial purpose and shall only be used for Testing Activity.
- 6.6 If the Client uses the Test Transactions in breach of clause 6.5 above, GBG shall be entitled to invoice the Client for such Transactions at its current prevailing list prices and shall be entitled, at its discretion, to withdraw any remaining Test Transactions for the current period and not grant any further Test Transactions in any sequent periods.
- 6.7 Test Transactions shall expire at the end of the 12 month period to which they relate and cannot be carried over in to other periods.

### 7. MAINTENANCE ACTIVITIES

- 7.1 Maintenance Events may require interruption of the Services.
- 7.2 Subject to clause 7.3 below, GBG shall use reasonable endeavors to ensure that Maintenance Events are scheduled to take place outside of Business Hours but Emergency Maintenance may need to be performed inside Business Hours. GBG shall use reasonable endeavors to keep any Service interruptions due to a Maintenance Event during Business Hours to a minimum.
- 7.3 Any Emergency Maintenance occurring during Business Hours, which has not arisen as a result of the wrongful acts or omissions of the Client, shall be considered Service Downtime for the purpose of the Service Uptime Level measurement.

### 8. HELPDESK SUPPORT AND AVAILABILITY

- 8.1 During the Premium Support Period, GBG shall provide the Premium Support Services 24 hours a day, 7 days a week, all year round.
- 8.2 Premium Support Services will be provided on a remote, off-site basis (such as over the telephone or by e-mail).
- 8.3 As part of the Premium Support Services, GBG shall:
- provide Helpdesk support by means of the telephone numbers and e-mail addresses notified to the Client to assist with, identify and/or resolve Faults;
  - use reasonable efforts to correct all Faults notified to the Helpdesk.
- 8.4 GBG may reasonably determine that any services are Out Of Scope Support. If GBG makes any such determination, it shall promptly notify the Client giving its reasons for such determination.
- 8.5 GBG is under no obligation to provide any Out Of Scope Support and, where provided, it will be provided on a discretionary basis by GBG (and will not oblige GBG to provide further support on any future occasion).



**9. SUBMITTING SUPPORT REQUESTS AND ACCESS**

- 9.1. The Client may request Premium Support Services by way of a Support Request subject to clauses 7 and 8 above. Each Support Request shall include a description of the problem and the start time of the incident.
- 9.2. In respect of each Support Request, the Client shall provide GBG promptly with such output and other data, documents, information, assistance and (subject to compliance with the Client's reasonable security and encryption requirements notified to GBG in writing) remote access to the Client's system, as are reasonably necessary to assist GBG to reproduce operating conditions similar to those present when the Client detected the relevant Fault, or to respond to the relevant Support Request.

**10. SERVICE LEVELS**

- 10.1. GBG shall:
  - a) prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and b) aim to respond to all Support Requests in accordance with the target times specified in the table below:

Incident Level	Description	Update Objectives
<b>P1</b>	The entire Service is unavailable and inaccessible. Priority 1 incidents shall be reported by telephone only.	First response within 1 hour. Subsequent responses every hour, or as agreed during incident reporting. Resolution target = 4 Business Hours
<b>P2</b>	Operation of the Service is severely degraded, or major components of the Service are not operational and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only.	First response within 2 hours. Subsequent responses every 2 hours or as agreed during incident reporting. Resolution target: 8 Business Hours
<b>P3</b>	<ul style="list-style-type: none"><li>• Certain non-essential features of the Service are impaired while most major components of the Service remain functional; or</li><li>• Any issues which do not fall within Incident Levels P1, P2 or P4.</li></ul>	First response within 4 Business Hours. Subsequent responses every 4 Business Hours or such other reasonable period as notified during incident reporting. Resolution target: 3 Business Days
<b>P4</b>	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Service.	First response within 5 Business Hours. Resolution target: By next major Service software update

- 10.2. The target times in the above table are objectives and do not give rise to any contractual consequences, service credits or other compensation, rights or remedies (except as set out in Clause 11.1 below) if they are not complied with.
- 10.3. GBG shall give the Client regular progress updates of the nature and status of its efforts to correct any Fault, either by notification at <http://status.logate.com/> or by e-mail or telephone.

**11. ESCALATION**

- 11.1. If a solution is not provided within the relevant target times in Clause 10.1 above, the Client may escalate the Support Request to the Parties' respective relationship managers.
- 11.2. Except as expressly stated otherwise, the provisions of this Schedule 3 do not impose any liability on GBG. All of the other provisions in this Schedule 3 are agreed to be commercial objectives, which do not give rise to any contractual liability to the extent that there is any non-compliance with them by GBG.

**12. PROFESSIONAL SERVICES AND QUARTERLY CONSULTATIONS**

- 12.1 The Client shall be able to purchase Professional Services at the rates specified on the Order Form.
- 12.2 Professional Services shall be deliverable in the 12-month period to which they relate and which cannot be carried over in to other periods.
- 12.3 The Client shall be entitled to request quarterly free of charge Consultations in relation to the Service.
- 12.4 Consultations are not intended to include technical fixes, resolutions, product development or Professional Services. If a Consultation results in the completion of Professional Services or exceeds the 30-minute window, GBG shall be entitled, at its discretion, to invoice the Client for such delivery at the current list prices for Professional Services.

**13. COMMUNICATIONS**

- 13.1. In addition to the mechanisms for giving notice specified in the Agreement, the Parties may communicate in respect of any matter referred to in this Schedule 3 by e-mail (unless expressly specified otherwise).