

AICO LTD

SUBSCRIPTION SERVICES TERMS AND CONDITIONS

1. Applicability

- 1.1 These Subscription Services Terms and Conditions apply specifically to the provision of the Subscription Services by the Company to the Customer.
- 1.2 These Subscription Services Terms and Conditions shall constitute the entire contract for the provision of Subscription Services by the Company to any person (the "Customer").
- 1.3 The Company's Terms and Conditions of Sale are incorporated into this Contract (mutatis mutandis) for the provision of Subscription Services, and in particular (but without limitation) Clauses 14 (Force Majeure), 15 (Variation of Conditions), 16 (Assignment), 17 (Waiver), 18 (Termination), 19 (Severability), 20 (Headings) and 21 (Applicable Law) of the Terms and Conditions of Sale shall apply to this Contract.
- 1.4 Where these Subscription Services Terms and Conditions are in conflict with the Terms and Conditions of Sale, these Subscription Services Terms and Conditions shall prevail.

2. Previous Agreements or Conditions

Unless otherwise agreed to in writing by the Company, this Contract shall supersede any earlier conditions wherever appearing and whether or not previously agreed by the Company in writing or otherwise.

3. Definitions

3.1 Capitalised words and expressions used but not defined in these Subscription Services Terms and Conditions shall have the meaning respectively assigned to them in the Company's Terms and Conditions of Sale.

3.2 In these Subscription Services Terms and Conditions, the following words and expressions have the meanings set out below:

3.2.1 "**Authorised Users**" means those employees, agents and independent contractors of the Customer who are authorised by the Customer via the Customer's admin account to use the Subscription Services and the Documentation.

3.2.2 "**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

3.2.3 "**Company Policies**" means the policies concerning use of the Subscription Services that form part of the Documentation.

3.2.4 "**Contract**" means the contract for the provision of Subscription Services consisting of the Subscription Order and these Subscription Services Terms and Conditions, along with any other documents referred to herein.

3.2.5 "**Contract Date**" means the date on which the Subscription Order signed by the Customer is accepted by the Company.

3.2.6 "**Customer**" means the individual or business entity named as such in the Subscription Order.

3.2.7 "**Customer Data**" means the data inputted by the Customer, Authorised Users, or the Company on the Customer's behalf for the purpose of using the Subscription Services or facilitating the Customer's use of the Subscription Services.

- 3.2.8 “**Documentation**” means the documentation made available by the Company to the Customer online via www.aico.co.uk or such other web address notified by the Company to the Customer from time to time, which sets out a description of the Subscription Services and the user instructions for the Subscription Services.
- 3.2.9 “**Normal Business Hours**” means 8:30 am to 5:00 pm (Mondays to Thursdays) and 8:30 am to 4:30 pm (Fridays), in each case local UK time on a Business Day.
- 3.2.10 “**Service Year**” means a period commencing on the Subscription Start Date or any anniversary of the Subscription Start Date, and ending on the anniversary next following (and “Service Year 1” means the first such year, “Service Year 2” the second such year, and so on).
- 3.2.11 “**Software**” means the online software applications provided by the Company as part of the Subscription Services.
- 3.2.12 “**Subscription Fees**” means the subscription fees payable by the Customer to the Company, as stated on the Subscription Order.
- 3.2.13 “**Subscription Order**” means an order for Aico HomeLink subscription services in the form prescribed by the Company, completed and signed by the Customer.
- 3.2.14 “**Subscription Services**” means the Company’s subscription services listed on the Subscription Order, which are to be provided by the Company to the Customer via <https://smartlink.aico.co.uk/> or any other website notified by the Company to the Customer from time to time, as more particularly described in the Documentation.
- 3.2.15 “**Subscription Start Date**” means the date on which the installation of the Aico products used to provide the Subscription Services (as shown on the Subscription Order) is completed and the Client’s access to the Aico client portal is enabled (as recorded by the Company’s uploaded time-stamped entry).

3.2.16 “**Subscription Term**” means the period determined in accordance with Clause 6 of these Subscription Services Terms and Conditions.

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

4. Charges

4.1 The Subscription Fees to be paid by the Customer for the Subscription Services shall be as set out in the Subscription Order.

4.2 The prices stated on the Subscription Order are exclusive of Value Added Tax, which shall be paid by the Customer in addition at the then-applicable rate.

4.3 The Company shall be entitled to vary any such prices to reflect any changes in the cost of materials or labour, or fluctuations in rates of exchange occurring between the Contract Date and the performance of the Subscription Services.

4.4 The time specified for payment shall be of the essence of the Contract.

4.5 Unless otherwise agreed in writing by the Company, all sums due from the Customer under the Contract shall be paid by the Customer no later than the last day of the month following the month in which the Company’s invoice is rendered to the Customer (the “**due date**”).

4.6 If the Customer fails to pay any invoice prior to the expiry of 90 days from the date upon which the Company’s invoice is rendered, then the Company may charge interest at the rate of 2% per annum above the Base Rate from time to time of

NatWest Bank plc on all overdue payments, such interest to accrue on a daily basis with effect from the due date and to be payable after as well as before judgment. If NatWest Bank cease to publish their Base Rate or there is a material change to the way it is calculated, then the Company shall be entitled to specify a reasonable interest rate.

4.7 The Company may suspend the provision of any Subscription Services where payment has not been made in accordance with this Clause 4.

4.8 The Customer shall not be entitled to deduct from or off-set against any monies due to the Company any sum claimed by the Customer against the Company, whether in relation to the provision of Subscription Services or otherwise.

5. Liability

5.1 The Company shall not be liable either in contract or in tort for any loss, injury or damage of whatsoever nature or to whomsoever or by whatsoever cause, arising directly or indirectly from any defect in the Subscription Services (whether latent or apparent) or as a result of the use of the Subscription Services (save and except any liability for death or injury to any person resulting directly from the negligence of the Company) and the Customer shall fully indemnify the Company against all claims and demands made upon the Company by reason of any such loss or injury or damage.

5.2 Without prejudice to Clause 5.1, the Company shall not in any event be liable for consequential or indirect loss or damage, howsoever arising, under the Contract or in relation to the Subscription Services.

5.3 The Customer hereby acknowledges that the restrictions in this Clause are fair and reasonable in the circumstances.

6. Subscription Term

6.1 The provision of the Subscription Services shall begin on the Subscription Start Date.

- 6.2 Subject to earlier termination of the Contract in accordance with the General Terms, the Subscription Services shall continue until the first anniversary of the Subscription Start Date (“Service Year 1”), and shall thereafter either expire or continue in force according to the remaining provisions of this Clause 6.
- 6.3 If the Customer does not wish to renew the Subscription Services after Service Year 1, the Customer need not take any further action and the Subscription Term shall expire at the end of Service Year 1.
- 6.4 If the Customer wishes to renew the Subscription Services after Service Year 1, the Customer must sign a new Subscription Order with the Company, and elect either:
- 6.4.1 to renew the Subscription Services for a single Service Year, in which case Clause 6.5 shall apply; or
 - 6.4.2 to renew the Subscription Services for a period of nine further Service Years, in which case Clause 6.6 shall apply.
- 6.5 If the Customer elects to renew the Subscription Services for a single Service Year, then on expiry of Service Year 2, and each subsequent Service Year, the Subscription Services shall automatically be renewed for successive Service Years (subject to Clause 6.8), unless:
- 6.5.1 either party notifies the other party of termination, in writing, at least 90 days before the end of the then-current Service Year, in which case the Subscription Term shall expire at the end of that Service Year; or
 - 6.5.2 otherwise terminated in accordance with the provisions of this Contract.
- 6.6 If the Customer elects to renew the Subscription Services for nine further Service years, then the Subscription Term shall continue in force until the end of Service Year 10, unless otherwise terminated in accordance with the provisions of this Contract.

- 6.7 On expiry or earlier termination of the Subscription Term, the Customer must cease all use of the Subscription Services with immediate effect.
- 6.8 In no event may the Customer use the Subscription Services beyond the end of Service Year 10.

7. Subscriptions

- 7.1 Subject to the Customer paying the Subscription Fees and to compliance with the other terms and conditions of the Contract, the Company hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Subscription Services and the Documentation during the Subscription Term.
- 7.2 The Customer undertakes that:
- 7.2.1 each Authorised User shall keep a secure password for their use of the Subscription Services and Documentation, and that each Authorised User shall keep their password confidential;
 - 7.2.2 it shall permit the Company or the Company's designated auditor to audit the Customer's use of the Subscription Services in order to verify that the number of devices used by the Customer in relation to the Subscription Services is consistent with the terms of the Contract . Each such audit may be conducted no more than once per month, at the Company's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and
 - 7.2.3 if an audit under Clause 7.2.2 reveals that the Customer has underpaid Subscription Fees, then without prejudice to the Company's other rights, the Customer shall pay the Company an amount equal to such underpayment as calculated in accordance with the prices set out on the Subscription

Order, in accordance with the payment terms on the Company's invoice for such shortfall.

7.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Subscription Services that contravene the Company Policies. Without liability or prejudice to its other rights, the Company may disable the Customer's access to any material that breaches the provisions of this clause.

7.4 In performing its obligations under this Contract, the Customer shall comply and ensure that its Authorised Users comply with the Company Policies.

7.5 The Customer shall not:

7.5.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

7.5.2 access all or any part of the Subscription Services and Documentation in order to build a product or service which competes with them;

7.5.3 use the Services and/or Documentation to provide services to third parties;

7.5.4 subject to Clause 16 (Assignment) of the Terms and Conditions of Sale, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Subscription Services

and/or Documentation available to any third party except the Authorised Users;

7.5.5 attempt to obtain, or assist third parties in obtaining, access to the Subscription Services and/or Documentation, other than as provided under this Clause 7; or

7.5.6 introduce or permit the introduction of, any Virus or other vulnerability into the Company's network and information systems.

7.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription Services and/or the Documentation, and shall promptly notify the Company if it becomes aware of any such unauthorised access or use.

7.7 The rights provided under this Clause 7 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

8. Provision of Subscription Services

8.1 The Company shall, during the Subscription Term, provide the Subscription Services and make the Documentation available to the Customer on and subject to the terms of the Contract.

8.2 The Company shall use commercially reasonable endeavours to ensure annual Uptime Percentage of at least 99%, except for:

8.2.1 planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and

8.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that the Company has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

8.3 The Company will, as part of the Subscription Services, provide the Customer with the Company's standard customer technical support services (provided via landline, email and livechat facilities) during Normal Business Hours in accordance with the Company's general support services policy in effect at the relevant time. The Company may change its support services policy in its sole and absolute discretion from time to time.

9. Aico Obligations

9.1 The Company undertakes that the Subscription Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

9.2 The undertaking in Clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Subscription Services contrary to the Company's instructions, or modification or alteration of the Subscription Services by any party other than the Company or the Company's duly authorised contractors or agents. If the Subscription Services do not conform with the above undertaking, the Company will use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in Clause 9.1.

9.3 The Company does not warrant:

9.3.1 that the Customer's use of the Subscription Services will be uninterrupted or error-free;

9.3.2 that the Subscription Services, Documentation and/or the information obtained by the Customer through the Subscription Services will meet the Customer's requirements; or

9.3.3 that the Software or the Services will be free from Viruses or other vulnerabilities.

- 9.4 The Customer acknowledges that the Company is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Subscription Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.5 The Company warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations in respect of the Subscription Services.
- 9.6 The Company shall back-up all Customer Data at least once in every 24-hour period. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Company shall be for the Company to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Company. The Company shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Company to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

10. Customer Obligations

- 10.1 The Customer shall:
- 10.1.1 provide the Company with all necessary co-operation in relation to this Contract, and all necessary access to such information as may be required by the Company in order to provide the Subscription Services, including but not limited to Customer Data, security access information and configuration services;
 - 10.1.2 without affecting its other obligations under this Contract, comply with all applicable laws and regulations with respect to its activities under this Contract;

- 10.1.3 carry out all other Customer responsibilities set out in this Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Company may adjust any agreed delivery schedule or implementation timetable as reasonably necessary;
 - 10.1.4 ensure that the Authorised Users use the Subscription Services and the Documentation in accordance with the terms and conditions of this Contract, and shall be responsible for any Authorised User's breach of this Contract;
 - 10.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Company and the Company's contractors and agents to perform their obligations under this Contract, including without limitation the Subscription Services;
 - 10.1.6 ensure that its network and systems comply with the relevant specifications provided by the Company from time to time; and
 - 10.1.7 be, to the extent permitted by law and except as otherwise expressly provided in this Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Company's and its subcontractors' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 10.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

11. Proprietary rights

- 11.1 The Customer acknowledges and agrees that the Company and/or its licensors own all intellectual property rights in the Subscription Services and the Documentation. Except as expressly stated herein, this Contract does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade

names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Subscription Services or the Documentation.

- 11.2 The Company confirms that it has all the rights in relation to the Subscription Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Contract.

12. Confidentiality

- 12.1 In this Clause 12, "**Confidential Information**" means any information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in accordance with Clauses 12.5 or 12.6.

- 12.2 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Contract. A party's Confidential Information shall not be deemed to include information that:

12.2.1 is or becomes publicly known other than through any act or omission of the receiving party;

12.2.2 was in the other party's lawful possession before the disclosure;

12.2.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

12.2.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

- 12.3 Subject to Clause 12.5, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Contract.

- 12.4 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.
- 12.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 12.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 12.6 The Customer acknowledges that details of the Subscription Services, and the results of any performance tests of the Subscription Services, constitute the Confidential Information of the Company. The Company acknowledges that the Customer Data is the Confidential Information of the Customer.
- 12.7 No party shall make, or permit any person to make, any public announcement concerning this Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 12.8 The above provisions of this Clause 12 shall survive termination of this Contract, however arising.

13. Indemnity

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

13.1.1 the Customer is given prompt notice of any such claim;

- 13.1.2 the Company provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 13.1.3 the Customer is given sole authority to defend or settle the claim.
- 13.2 The Company shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Subscription Services or Documentation in accordance with this Contract infringes any United Kingdom patent effective as of the Contract Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
 - 13.2.1 the Company is given prompt notice of any such claim;
 - 13.2.2 the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Company in the defence and settlement of such claim, at the Company's expense; and
 - 13.2.3 the Company is given sole authority to defend or settle the claim.
- 13.3 In the defence or settlement of any claim, the Company may procure the right for the Customer to continue using the Subscription Services, replace or modify the Subscription Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Subscription Services on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 13.4 In no event shall the Company, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 13.4.1 a modification of the Subscription Services or Documentation by anyone other than the Company;

- 13.4.2 the Customer's use of the Subscription Services or Documentation in a manner contrary to the instructions given to the Customer by the Company;
or
 - 13.4.3 the Customer's use of the Subscription Services or Documentation after notice of the alleged or actual infringement from the Company or any appropriate authority.
- 13.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Company's (including the Company's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

APPENDIX

DATA PROCESSING AGREEMENT

1. Introduction

1.1 This Appendix sets out the terms and conditions that apply specifically to the processing of personal data by the Company in the course of providing the Subscription Services to the Customer.

1.2 In this Appendix, the following words and expressions have the meanings set out below:

1.2.1 **“Applicable Laws”** means:

- a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom; and
- b) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Company is subject.

1.2.2 **“Applicable Data Protection Laws”** means:

- c) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and
- d) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Company is subject, which relates to the protection of personal data.

1.2.3 **“Customer Personal Data”** means any personal data which the Company processes in connection with this Contract, in the capacity of a processor on behalf of the Customer.

- 1.2.4 “**EU GDPR**” means the General Data Protection Regulation ((EU) 2016/679).
- 1.2.5 “**Permitted Purposes**” means the purposes for which the Customer Personal Data may be processed, as set out in paragraph 2.5.1 of this Appendix.
- 1.2.6 “**UK GDPR**” has the meaning given to it in the Data Protection Act 2018.
- 1.3 For the purposes of this Appendix, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 2. Data Protection**
- 2.1 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This paragraph 2 is in addition to, and does not relieve, remove or replace, a party’s obligations or rights under Applicable Data Protection Laws.
- 2.2 The parties have determined that, for the purposes of Applicable Data Protection Laws, the Company shall process the personal data set out in Annex 1 to this Appendix, solely as a processor on behalf of the Customer.
- 2.3 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable (i) lawful transfer of the Customer Personal Data to the Company and (ii) lawful collection of the same by the Company, for the duration and purposes of the Subscription Services.
- 2.4 In relation to the Customer Personal Data, Annex 1 sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data and categories of data subject.
- 2.5 Without prejudice to the generality of paragraph 2.1, the Company shall, in relation to Customer Personal Data:

- 2.5.1 process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data to the extent reasonably necessary for the provision of the Subscription Services, unless the Company is required by Applicable Laws to otherwise process that Customer Personal Data. Where the Company is relying on Applicable Laws as the basis for processing Customer Processor Data, the Company shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Customer on important grounds of public interest. The Company shall inform the Customer if, in the opinion of the Company, the instructions of the Customer infringe Applicable Data Protection Laws;
- 2.5.2 implement the technical and organisational measures set out in the Documentation to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 2.5.3 ensure that any personnel engaged and authorised by the Company to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- 2.5.4 assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Company), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- 2.5.5 notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
 - 2.5.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Contract (unless the Company is required by Applicable Law to continue to process that Customer Personal Data). For the purposes of this sub-para. 2.5.6, Customer Personal Data shall be considered deleted where it is put beyond further use by the Company; and
 - 2.5.7 maintain records to demonstrate its compliance with this paragraph 2.5.
- 2.6 The Customer hereby provides its prior, general authorisation for the Company:
- 2.6.1 to appoint processors to process the Customer Personal Data, provided that the Company:
 - (a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Company under this Appendix;
 - (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Company; and
 - (c) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Company's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify the Company for any losses, damages, costs (including legal fees) and expenses suffered by the Company in accommodating the objection;
 - (b) to transfer Customer Personal Data outside of the UK as required for the Permitted Purposes, provided that the Company shall ensure that all such

transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of the Company, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

- 2.7 Either party may, at any time on not less than 30 days' notice, revise this Appendix by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

ANNEX 1 TO THE APPENDIX

Particulars of processing

This Annex describes the categories of data subject whose personal data will be processed by the Company on behalf of the Customer; the types of personal data to be processed; the nature, scope and purpose of the processing; and the duration of the processing.

Category of data subject	Types of personal data	Nature, scope and purpose	Duration
Admin Account holder	Name Email address Company name Company telephone number Work address	The data is required in order to set up the Admin account through which the Customer will operate the Subscription Services	For the duration of the Subscription Services and for not more than 7 years thereafter
Authorised Users	Name Email address Telephone number (landline or mobile) Company name Job title Work address	The data is required in order to set up Authorised Users with access to the Subscription Services and to enable them to use the Subscription Service	For the duration of the Subscription Services and for not more than 7 years thereafter
Notification contact points	Name Email address Telephone number (landline or mobile)	The data is required in order to set up the contacts who are to receive notifications about the premises and systems being monitored via the Subscription Services	For the duration of the Subscription Services and for not more than 7 years thereafter
End users/occupiers	Name Email address Residency start date Residency end date	The data is required in order to allow the occupants of the premises in which the Subscription Services have been installed to access the End User Application that allows occupants to view data relating to the premises	For the duration of the Subscription Services and for not more than 7 years thereafter

		and to allow the Customer to apply additional safeguarding where necessary	
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