



These terms and conditions apply to your use of the Oxford Analytica Analysis Platform to access the Oxford Analytica Investor Brief. In these terms and conditions references to “you” are to the individual whose name is entered into the sign-up page on the Website and where the individual has signed up on behalf of a company or other legal entity, “you” also refers to that entity, and references to “we” or “us” are to Oxford Analytica Limited, a company incorporated in England and Wales under number 01196703 whose registered office address is 5 Alfred Street, Oxford, OX1 4EH, UK.

## 1. INTERPRETATION

1.1 The following terms shall have the meanings below:

**Affiliate** of a person means any natural or legal person that is directly or indirectly owned or controlled by, controls or is under common control with, that person. In the case of legal entities having stocks or shares, ownership or control exists through the direct or indirect ownership or control of more than fifty per cent of the voting shares. In the case of any other legal entity, ownership or control exists through the ability to directly or indirectly control the management and/or business of the legal entity;

**Agreement** means the agreement between us and you for the Services, which is formed as described under clause 2.4 and which incorporates these terms and conditions;

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

**Compatible Network and Systems** means the network and systems with which the Services are compatible, which are set out at this weblink <http://oxan.to/fobCompatibility>, as updated by us from time to time and notified to you by placing advisory notices on the Website;

**Confidential Information** means all confidential information (however recorded or preserved) that either of us discloses or makes available to the other in connection with the Agreement including all confidential or proprietary information relating to our respective business or affairs, financial or trading position, assets, intellectual property rights, know-how, designs, trade secrets, technical information, software, customers, clients, suppliers, employees, plans, operations, processes, products, intentions or market opportunities or any Affiliate and any other information that either of us identifies as confidential or proprietary. Your Confidential Information includes Your Data and our Confidential Information includes the content of the Publications and any pricing details provided to you;

**Fee** means the monthly fee payable by you to us for the Services, as set out when signing up for an account and as amended in accordance with these terms and conditions;

**Maintenance Window** means a defined period during which system upgrades and maintenance takes place, during which the Services may not be available or at risk of not being available. This will usually be between 22:00 and 05:00 (UK time) on Friday, Saturday or Sunday. Major upgrades or maintenance may take place at other times on Saturdays or Sundays, and we will give you at least 14 days' advance notice by placing advisory notices on the Websites;

**Month** means the period of a calendar month starting on the Start Date and the same date in each subsequent month in the Term, or if there is no such date the first day of the month after;

**Normal Business Hours** means 8.00 am to 6.00 pm local UK time, each Business Day;

**Publications** means all publications made available to you by us as part of the Services, including the Oxford Analytica Investor Brief;

**Services** means provision of the Oxford Analytica Investor Brief as described in Schedule 1;

**Start Date** means the date your account is created;

**Term** means the term of this Agreement, as set out in clause 12.1;

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

**Website** means the website specified during the process of signing up for an account and subsequently notified to you by us from time to time; and

**Your Data** means the data inputted by you, or us on your behalf for the purpose of using the Services or facilitating your use of the Services.

## **2. SIGNING-UP FOR AN ACCOUNT AND FORMATION OF THE AGREEMENT**

2.1 You may sign up for an account to access the Services by completing the sign-up form and submitting your payment details. You must agree to these terms and conditions when signing up for an account in order to progress to the payment screen.

2.2 Completing the sign-up form is an offer by you to us to enter into an agreement with us in accordance with these terms and conditions.

- 2.3 Before completing the sign-up process, you must:
- (a) check the sign-up form and payment details carefully and correct any input errors; and
  - (b) ensure that the sign-up form and payment details are complete and accurate.
- 2.4 Our acceptance of your account and order for the Services takes place when we process your first payment.
- 2.5 On the successful processing of your first payment the Agreement between us and you will come into force comprising the sign-up form and these terms and conditions.
- 2.6 If we are unable to supply you with the Services for any reason, we will inform you of this by email and will not process the order for Services, and the Agreement will terminate. If you have already paid for the Services, we will refund you the full amount charged as soon as possible.
- 2.7 We may make changes to these terms and conditions from time to time, but if we do so we will notify you in advance and if you do not agree to the changes you may terminate the Agreement in accordance with clause 12.1.

### **3. YOUR USE OF THE SERVICES**

- 3.1 We grant you a non-exclusive, non-transferable right, without the right to grant sublicences, to use the Services and the Publications from the Start Date during the Term solely for the purposes of your own family office affairs and providing advice to your clients.
- 3.2 You must keep your password for access to the Publications and use of the Services confidential. If we discover that your password has been provided to anyone else, we may suspend access to your account until the security breach has been rectified, or we may terminate the Agreement.
- 3.3 You must not access, store, distribute or transmit any material during the course of your use of the Services that is unlawful or infringing or contains or comprises a Virus, and we reserve the right to disable your access to any material that breaches the provisions of this clause.
- 3.4 You may:
- (a) download and print extracts of the Publications as required in a manner consistent with the purposes of your own family office affairs and providing advice to your clients;
  - (b) download (via the Website) PDF copies of extracts of the Publications for use for the purposes of your own family office affairs and providing advice to your clients, and store those copies in your systems; and
  - (c) occasionally share extracts of the Publications with your colleagues and/or clients you advise. However, extracts of the Publications must not be routinely, frequently or systematically shared nor may you sell them to your clients; and

- (d) publish short extracts from the Publications, provided that you acknowledge their source.

3.5 You must not (and must not attempt to) do any of the following, except where permitted by mandatory provisions of applicable law, and except to the extent expressly permitted under the Agreement:

- (a) modify, create derivative works from, translate, frame, mirror, republish, display, transmit, or distribute all or any portion of the Publications and/or the Websites (as applicable) in any form or medium or by any means;
- (b) remove any product identification, trade marks, trade names, proprietary copyright, confidentiality or other notices relating to the Publications;
- (c) use the Publications or Services to create a product or service which competes with the Services;
- (d) use the Services or Publications to provide services to third parties except as described in clause 3.1 and clause 3.4 above;
- (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Publications and/or Services available to any third party, or
- (f) attempt to obtain, or assist third parties to obtain, access to the Publications or Services, other than as permitted under this clause 3.5

3.6 You must use all reasonable endeavours to prevent any unauthorised access to, or use of, the Publications or Services and must promptly notify us of any such access or use of which you become aware.

3.7 Subject to clause 13.7, the rights provided under this clause **Error! Reference source not found.** are granted to you only, and not to any Affiliate.

#### 4. SERVICES

4.1 We shall provide the Services to you and make the Publications available to you during the Term on and subject to the terms of the Agreement.

4.2 We shall have the right, from time to time, at our sole discretion to amend the Services provided that the Services, at all times, satisfy the objectives set out for them.

4.3 We shall use commercially reasonable endeavours to make the Services provided via the Website available to you 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the Maintenance Window;
- (b) emergency maintenance; or
- (c) downtime caused in whole or part by an event outside our reasonable control, in which case clause 13.1 shall apply.

- 4.4 We will use reasonable endeavours to notify you in advance of scheduled maintenance but you may receive no advance notification for emergency maintenance or downtime caused by an event outside our reasonable control.
- 4.5 We may modify the features, functionality and frequency of the Services and any Publications as part of the ongoing development of our services. We shall use reasonable endeavours to ensure that any such modification does not have a materially adverse effect on your use of the Services.
- 4.6 Depending on the Services, you may have the right to ask us questions about the content of the Publications. We will provide answers to your questions as soon as reasonably practicable provided they fall within the scope of the Services. Where answering your questions is outside the scope of the Services, we may offer to answer those questions in the form of paid consultancy work additional to the Services, but we will not undertake such work without a separate signed agreement with you.

## **5. YOUR DATA**

- 5.1 We will only use your personal information as set out in our privacy policy at <http://oxan.to/privacy>. Where you have signed up to the Services on behalf of a company or other legal entity, the data protection addendum set out at this web address <http://oxan.to/FoBDataProtection> shall apply to any processing of personal data by us on your behalf.

## **6. OUR OBLIGATIONS**

- 6.1 We will perform the Services with reasonable skill and care having regard to the state of the art in our sector of activity. The Services will comply with any documentation we provide to you.
- 6.2 We do not promise that your use of the Services will be uninterrupted or error-free; or that the Publications and/or the information obtained by you through the Services will meet your requirements. We will not be responsible for any delays or delivery failures, or any loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. The Services may be subject to limitations, delays and other problems inherent in the use of communications facilities.
- 6.3 We have and will maintain all licences, consents, and permissions necessary for the performance of our obligations under the Agreement.
- 6.4 We will ensure that the Services are compatible with the Compatible Network and Systems.

## **7. YOUR OBLIGATIONS**

7.1 You shall:

- (a) provide us with all necessary co-operation so that we can provide the Services to you;
- (b) without affecting your other obligations under the Agreement, comply with all applicable laws and regulations with respect to your activities under the Agreement;
- (c) carry out all your other responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed between us, we may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) be solely responsible for any errors, bugs and interruptions in the Services that may result from your use of network or systems that are not Compatible Network and Systems; and
- (e) to the extent permitted by law and except as otherwise expressly provided in the Agreement, be solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems to our data centres, and all problems, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

## **8. CHARGES AND PAYMENT**

8.1 You must pay us the Fee in consideration for your access to the Publications and your use of the Services.

8.2 We will take payment of the Fee from your payment card:

- (a) for the first Month on the date you sign up for an account; and
- (b) on the same day of each subsequent Month.

8.3 The Fee is exclusive of UK VAT or NY Sales Tax, which, where applicable, shall be payable by the Client in full at the prevailing rate.

8.4 We may increase the Fee at any time if we consider the increase to be justified by any material increase in costs incurred by us in the provision of the Services. We will notify you of any price increases before taking payment from you and if you do not agree to the price increase you may terminate the Agreement in accordance with clause 12.1.

8.5 You may view and download invoices at any time under the Your Account section of the Website.

**9. INTELLECTUAL PROPERTY**

9.1 We and/or our licensors own all intellectual property rights in the Services and the Publications. Except as expressly stated in these terms and conditions, the Agreement does not grant you any rights under 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 Publications or the Services.

**10. CONFIDENTIALITY**

10.1 We may each be given access to the other's Confidential Information in order to perform our respective obligations or exercise our respective rights under the Agreement. Confidential Information of either of us shall not include information that the other can show by written evidence:

- (a) is or becomes publicly known other than through any act or omission of the other;
- (b) was in the other's lawful possession before the disclosure;
- (c) is lawfully disclosed to the other by a third party without restriction on disclosure;
- (d) is independently developed by the other.

10.2 Each of us shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party other than its or its Affiliates' employees, directors, auditors or legal counsel or use the other's Confidential Information for any purpose other than the implementation of the Agreement or as otherwise provided under the Agreement. You may only disclose the content of Publications as permitted under clause 3.4.

10.3 Each of us may disclose the other's Confidential Information in strict accordance with a judicial or other governmental order, provided that to the extent possible and legally permitted we either (i) give the other reasonable notice prior to such disclosure to allow the other a reasonable opportunity to seek a protective order or equivalent, or (ii) obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

**11. LIMITATION OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

11.1 Except as expressly and specifically provided in the Agreement:

- (a) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or otherwise are, to the fullest extent permitted by applicable law, excluded from the Agreement; and
- (b) the Publications and the Services are provided to you on an "as is" basis and do not contain advice or recommendations that may be relied upon.

- 11.2 Nothing in the Agreement excludes our liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any liability which cannot be excluded or limited by law.
- 11.3 Subject to clause 11.2:
- (a) we shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss or corruption of data or information, including due to a Virus, special, indirect or consequential loss, costs, damages, charges or expenses, or losses which arise in any way from circumstances beyond our control;
  - (b) our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total of the Fees paid by you during the 12 months immediately preceding the date on which the claim arose; and
  - (c) you acknowledge that this limitation of liability is balanced in that it takes into account the consideration, warranties, benefits and tariffs otherwise consented by us under this Agreement. You, on your own behalf and that of your insurers where applicable, declare that you and they waive any request or the exercise of any recourse against us and our insurer beyond the limits in this clause.

## **12. TERM AND TERMINATION**

- 12.1 The Agreement starts on the Start Date and continues automatically from Month to Month unless terminated in accordance with this clause.
- 12.2 Either of us may terminate the Agreement at any time by written notice to the other and the Agreement will then end at the end of the Month in which the notice was given. You may also give us notice of termination by cancelling your subscription in the Your Account section of the Website. If you block future payments from your payment card or if your card expires and you do not update it the Agreement will terminate on the day that we would otherwise have taken payment from you.
- 12.3 Without affecting any other right or remedy available to us, we may terminate the Agreement with immediate effect by giving written notice to you if you:
- (a) commit a material breach of the Agreement which breach is irremediable or (if such breach is remediable) fail to remedy that breach within a period of 30 days after being notified in writing to do so; or
  - (b) repeatedly breach any of the terms of the Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of the Agreement.



- 12.4 On termination of the Agreement for any reason:
- (a) all licences granted under the Agreement shall immediately terminate and you shall immediately cease all use of the Services;
  - (b) we shall each return to the other and make no further use of any equipment, property, Confidential Information and other items (and all copies of them) belonging to the other, save that you may retain all past issues of the Publications received prior to the date of termination;
  - (c) we may destroy or otherwise dispose of any of Your Data in our possession in accordance with applicable data protection laws; and
  - (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

### 13. GENERAL

- 13.1 **Force Majeure.** Oxford Analytica shall have no liability to the Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement by any events or circumstances beyond its reasonable control, provided that the Client is notified of any such event and its expected duration.
- 13.2 **Announcements.** You must not make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of the Agreement, the wider transactions contemplated by it, or the relationship between the parties, without our prior written consent, 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.
- 13.3 **Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by both of us (or our authorised representatives).
- 13.4 **Waiver.** No failure or delay by either of us to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.5 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.
- 13.6 **Entire agreement.** The Agreement (and any documents referred to in it) constitute the entire agreement between us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. We each acknowledge that in entering into the Agreement we do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the

Agreement. We each agree that we shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

- 13.7 **Assignment.** You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Agreement, save that you may, without our consent, assign any or all of its rights under the Agreement to an Affiliate. Such assignment will not be absolute but will take effect only for so long as the assigning party remains an Affiliate. You shall procure that the assignee assigns such benefit back to you (or its Affiliate) prior to the assignee ceasing to be an Affiliate. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Agreement.
- 13.8 **No partnership or agency.** Nothing in the Agreement is intended to or shall operate to create a partnership between us, or authorise either of us to act as agent for the other, and neither of us shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 13.9 **Third party rights.** The Agreement does not confer any rights on any person or party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 13.10 **Notices.** Any notice to be given under this Agreement must be in writing and may be delivered by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

<b>Method of service</b>	<b>Deemed day of receipt</b>
By hand or courier	the day of delivery
By email (provided that no error message indicating failure to deliver has been received by the sender)	the next Business Day after sending or, if sent before 16.00 (sender's local time) on the Business Day it was sent
By any other method specified in the Agreement	as specified in the Agreement

- 13.11 **Language.** These terms and conditions may be translated into different languages, in the event that any translated terms conflict with the original English version the original English version will prevail.
- 13.12 **Governing law.** The 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 by and construed in accordance with the law of England and Wales.

13.13 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 1 – THE SERVICES

### The Oxford Analytica Investor Brief (“Investor Brief”)

**(A) Objectives:** The Oxford Analytica Investor Brief (“Investor Brief”) is designed to provide timely and authoritative analysis of significant national and international developments relevant to US and international investors.

### **(B) Content**

The Investor Brief consists each week of the following analysis

- a number (typically 20 or more) of Executive Summaries (each c. 200-300 words);
- a number (typically 8 or more) of Articles (each c. 800-1,200 words long).
- Graphical Analysis may also be included

### **(C) Online Features**

Among the features provided online are:

- Browse articles by region, country or sector;
- Curated analysis collections (including sectors and maps/charts); and
- Full search features, including complex boolean search.
- Daily and weekly analysis email alerts, customizable to users’ geographic, sectoral and topical interests;
- A weekly highlights email;

### **(D) Delivery**

Oxford Analytica will use all reasonable endeavours to ensure that content is transmitted each business day to its Website (Mon-Fri at 14.00 hours GMT/BST excluding certain US/UK holidays).

### **(E) Professional Services**

The Investor Brief includes the following professional services content:

- Access to analysts for clarification or explanation of Investor Brief articles which will either be answered directly or addressed in forthcoming Investor Brief content.
- Access to Oxford Analytica’s open conference calls, which focus on topics selected by Oxford Analytica. There are typically ten such calls per year.
- A special subscriber rate for Global Horizons, Oxford Analytica’s annual Conference.
- Access to Oxford Analytica specialists for consulting

## COMPATIBLE NETWORK AND SYSTEMS

The Services are compatible with the following browsers in standard configurations as listed in the table below, in which a number indicates the relevant browser platform is compatible with the relevant service from this numbered version onwards.

Browser / Service	Investor Brief
<b>Google Chrome (incl. mobile)</b>	56
<b>Microsoft Edge</b> (“Spartan”, to 2019)	20
<b>Microsoft Edge</b> (“Anaheim”, 2020 on)	All
<b>Microsoft Internet Explorer</b>	9
<b>Mozilla Firefox</b>	25
<b>iOS, iPad (Safari)</b>	10

The Services are likely to be compatible with all other modern browsers and may be compatible with older browsers, but we make no warranty to this effect.

The operating systems and platforms on which these browsers run should not be a relevant factor. System configurations must permit cookies at least temporarily for the Website. Non-standard security configurations may to a greater or lesser extent interfere with the operation of the Services.

### Email services

Services delivered by email should be supported by any recent email software or browser-based service. We test our email services in a wide variety of desktop platforms (including all recent versions of Outlook, Lotus Notes and Apple Mail), mobile platforms (including Gmail) and browser platforms (including Gmail, outlook.com and Hotmail.com).

However owing to the wide variety of combinations and configurations of operating systems, email software and browser platforms, no warranty is provided regarding usability or deliverability of email services.

## DATA PROCESSING ADDENDUM

1. In this Schedule, the following terms shall mean as follows:

**Applicable Laws** means (for so long as and to the extent that they apply to us) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law;

**appropriate organisational and technical measures, controller, data subject, personal data, personal data breach** and **processor** have the meanings given in the Data Protection Legislation;

**Data Protection Legislation** means the UK Data Protection Legislation and any European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a part, including the General Data Protection Regulation ((EU) 2016/679) (**GDPR**);

**Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK;

**Europe** means the member states of the EEA (which constitutes the member states of the European Union, Norway, Liechtenstein and Iceland) and the United Kingdom; and

**UK Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including, where applicable, the GDPR as it forms part of UK law including by virtue of the European Union (Withdrawal) Act 2018 and as modified by applicable domestic law, the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

2. You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Your Data.
3. We shall, in providing the Services, comply with our privacy policy relating to the privacy and security of Your Data available at <http://oxan.to/privacy> or such other policy as may be notified to you from time to time, and such documents may be amended from time to time by us in our sole discretion.
4. Both parties will comply with all applicable requirements of the Data Protection Legislation. This paragraph 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
5. The parties acknowledge that:
- (a) where we process any personal data relating to you as a controller, we will do so in accordance with our privacy policy, as updated from time to time.

- (b) if we process any personal data on your behalf when performing our obligations under the Agreement, you are the controller and we are the processor for the purposes of the Data Protection Legislation; and
- (c) where we act as a processor on your behalf, our privacy policy and this paragraph set out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subjects.

**Scope, nature and purpose of processing:** provision of the Services.

**Duration of processing:** during the term of the Agreement and for such reasonable period thereafter as is needed to facilitate usage reports for the you.

**Types of personal data:** Your name, job title, location, email address and password.

**Categories of data subjects.** You.

6. Without prejudice to the generality of paragraph 4, we shall, in relation to any personal data processed in connection with the performance by us of our obligations under the Agreement:

- (a) process that personal data only on your instructions unless we are required by Applicable Laws to otherwise process that personal data. Where we are relying on Applicable Laws as the basis for processing personal data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
- (b) not transfer any personal data outside of Europe unless the following conditions are fulfilled:
  - (i) you or we have provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - (iv) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the personal data;
- (c) assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (d) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

- (e) notify you without undue delay on becoming aware of a personal data breach;
  - (f) at your written direction, delete or return personal data and copies thereof to you on termination of the Agreement unless required by Applicable Laws to store the personal data; and
  - (g) maintain complete and accurate records and information to demonstrate our compliance with this paragraph and allow for audits by you or your designated auditor and immediately inform you if, in our opinion, an instruction infringes the Data Protection Legislation.
7. Each party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
8. You agree to our use of sub-processors engaged in the processing of the personal data by way of a general authorisation in respect of all sub-processors as at the date of the Agreement. We shall, upon your request, make available to you a list of our current sub-processors as well as a mechanism for you to receive notifications of any change to our sub-processors to give you an opportunity to object to such change. You must notify us if you do not agree to a proposed change that affects you within 30 days of such written notice, specifying your grounds for such objection (acting reasonably). If we receive any such objection, then we may (at our option):
- (a) cancel our plans to change the affected sub-processor;
  - (b) offer an alternative which is acceptable to you; or
  - (c) take corrective steps to remove the objection identified by you, after which you may proceed with appointing the relevant sub-processor; and
- we shall only appoint a sub-processor engaged in the processing of the personal data on the basis of a binding written contract imposing materially equivalent obligations upon the sub-processor in relation to the processing of personal data as are applicable to us under the Agreement, and remain liable (subject to the provisions of the Agreement) to the extent that such sub-processor fails to comply with such equivalent provisions in relation to the processing of personal data on your behalf.
9. We may, at any time on not less than 30 days' notice, revise this Schedule by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.