

1 DATA PROTECTION

- 1.1 The parties acknowledge that during the term of this Agreement the Customer is the Data Controller or the Controller (as applicable) and the Service Provider is the Data Processor or Processor (as applicable) in respect of any Personal Data.
- 1.2 The Service Provider shall Process the Personal Data solely to the extent necessary to provide the Services in accordance with the terms of this Agreement and shall not Process the Personal Data for any purpose other than those expressly authorised by the Company unless such Processing is strictly required to comply with any Applicable Law to which the Service Provider is subject, in which case the Service Provider shall inform the Customer of such legal requirement before processing unless the relevant law prohibits such disclosure on grounds of public interest.
- 1.3 Each party warrants to the other that it will Process the Personal Data in compliance with the applicable Data Protection Law. The Service Provider shall (and shall ensure that any of its Personnel) not do any act that puts the Customer in breach of its obligations under the applicable Data Protection Law.
- 1.4 The Service Provider warrants that, having regard to the state of technological development, the cost of implementing any measures and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, it will take appropriate technical and organisational measures against the unauthorised or unlawful Processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to the risk, including, inter alia, the measures set out in articles 1(a) to 1(d) of the GDPR.
- 1.5 The Service Provider warrants that the Personal Data will only be Processed within the United Kingdom for the purposes of the provision of the Services and the Service Provider shall only transfer the Customer Data outside the EEA or to an International Organisation in accordance with the Customer's written instructions.
- 1.6 The Service Provider shall provide such reasonable information and assistance to the Customer as the Customer may reasonably require, and within the timescales reasonably specified by the Customer, to allow the Customer to: (i) comply with the rights of Data Subjects, including subject-access rights, or with notices served by the Information Commissioner or any other law enforcement or regulatory authority; and (ii) comply with the Customer's obligations pursuant to the applicable Data Protection Law (including without limitation articles 32 to 36 of the GDPR in relation to the Customer Data, in each case taking into account the nature of Processing and the information available to the Service Provider and provided that the Customer shall pay all reasonable expenses incurred by the Service Provider in providing such assistance).
- 1.7 The Service Provider shall, within a reasonable period further to receipt of a written request from the Customer, provide to the Customer copies of the Customer Data set out in that request (in a format and on the media reasonably agreed between the parties), provided that the Customer shall pay

all reasonable expenses incurred by the Service Provider in providing such Customer Data.