

DATA PROCESSING Addendum

This Data Processing Addendum sets out the terms on which **OSBORNE TECHNOLOGIES LTD** incorporated and registered in England and Wales with company number 03658270 whose registered office is at Unit 14 Capitol Court, Capitol Park, Dodworth, Barnsley, South Yorkshire, S75 3UD, United Kingdom (**Supplier**) will manage the Data for the customer (**Customer**).

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement and in any other agreement between the parties.

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

Business Purpose the provision of a cloud-based services including: EntrySign LIVE, EntrySign Touch-Free and EntrySign Sync. **and as further detailed in Annex A.**"

Commencement Date the date the Customer agrees to purchase Services from the Supplier.

Confidential Information all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or sub-contractors involved in the provision or receipt of the Services who need to know the confidential information in question (Representatives:) to the other party and that party's Representatives in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Controller, Processor, Data have the meanings given in the Data Protection

Subject, Personal Data, Legislation
Personal Data Breach and
Processing:

Customer Data the Data supplied by the Customer to the Supplier.

Customer Data Breach a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Customer Data

Customer System any information technology system or systems owned or operated by the Customer from which Data is received in accordance with this Agreement.

Data the data or information, in whatever form, including images, still and moving, and sound recordings, the provision of which comprises the Services (wholly or in part).

Data Subject the identified or identifiable living individual to whom the Customer Data relates.

Data Protection Legislation : all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

Intellectual Property Rights patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing

off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Initial Period	12 months commencing on the date of this agreement
Normal Business Hours	the Supplier's standard business hours.
Process	any operation or set of operations that is performed on any Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
Processed Data	any Customer Data that has been Processed.
Relevant Data	the Customer Data and the Processed Data.
Renewal Period	each successive 12-month period after the Initial Period for which this Agreement is renewed.
Security Breach	any security breach relating to any Relevant Data reasonably determined by the Supplier to give rise to a material risk of litigation by third parties affected by the breach.

Security Feature	any security feature, including any key, PIN or password.
Services	any services to be supplied by the Supplier to the Customer
Specific Instructions	instructions meeting the criteria set out in <i>clause 4.2</i> .
Supplier System	any information technology system or systems owned or operated by the Supplier to which Data is delivered or on which the Services are performed in accordance with this Agreement.
Term	the Initial Period and any Renewal Periods.

2. Scope

- 2.1 During the Term the Supplier shall supply the Services to the Customer and the Customer shall pay the Charges.
- 2.2 This Addendum forms part of the Supplier's Terms and Conditions and applies to all Services where the Supplier acts as a Processor on behalf of the Customer

3. Personal data types and processing purposes

- 3.1 The Customer and the Supplier agree and acknowledge that for the purpose of the Data Protection Legislation:
 - 3.1.0 the Customer is the controller and the Supplier is the processor.
 - 3.1.1 the Customer retains control of the Customer Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Supplier

4. On-Premises Systems and Scope of Processing

- 4.1 **On-Premises Systems:** The parties acknowledge that where the EntrySign System is purchased and operated as a standalone, on-premises system, the Provider does not process any Personal Data on behalf of the Customer by virtue of providing the EntrySign System
- 4.2 **Cloud-Based Services:** To the extent that the EntrySign System includes cloud-based features or additional services (including but not limited to EntrySign LIVE, Text Messaging, Support, Card Printing Services, EntrySign Touch-Free, and EntrySign Sync), the Supplier will process Customer Personal Data in accordance with this Agreement
- 4.3 **Supersession of Prior Notices:** This Agreement supersedes and replaces any previous data processing notices or statements provided by the Supplier in respect of the Services, which shall have no further contractual effect.

5. Connection

- 5.1 The parties shall use reasonable efforts to establish connectivity between the Customer System and the Supplier System on the Commencement Date.
- 5.2 Each party shall bear its own costs of establishing that connectivity and the Customer has full liability and responsibility for ensuring connectivity at all times to allow performance of the Services

6. Services

- 6.1 During the Term the Supplier shall supply the Services to the Customer.
- 6.2 The Supplier shall not act on any specific instructions given by the Customer from time to time during the Term unless they are:
- 6.2.0 in writing; and
- 6.2.1 given by an Authorised Person.
- 6.3 The Supplier shall Process the Customer Data for the Business Purpose only and in compliance with the Customer's instructions, which may be:

- 6.3.0 Specific Instructions; or
- 6.3.1 the general instructions.
- 6.4 The Customer acknowledges that the Supplier is under no duty to investigate the completeness, accuracy or sufficiency of any Specific Instructions or the Customer Data.
- 6.5 The Supplier may suspend access to the Services, without liability, where it reasonably believes such suspension is necessary to maintain security, prevent unauthorised access, or comply with applicable law. The Supplier shall promptly notify the Customer of any such suspension

7. Confidentiality

- 7.1 The Supplier acknowledges that the Customer's Confidential Information includes any Customer Data.
- 7.2 The term Confidential Information does not include any information that:
 - 7.2.0 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 7);
 - 7.2.1 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 7.2.2 was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - 7.2.3 was known to the receiving party before the information was disclosed to it by the disclosing party;
 - 7.2.4 the parties agree in writing is not confidential or may be disclosed; or
 - 7.2.5 is developed by or for the receiving party independently of the information disclosed by the disclosing party.

- 7.3 Each party shall keep the other party's Confidential Information confidential and shall not:
- 7.3.0 use any Confidential Information except for the Business Purpose ; or
 - 7.3.1 disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 7.
- 7.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Business Purpose, provided that:
- 7.4.0 it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 7.4.1 at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 7.
- 7.5 The Supplier shall ensure that any person it authorises to Process Personal Data (including employees, agents and contractors) is subject to a duty of confidentiality in respect of that Personal Data, whether by contract or by law, and shall ensure that such persons Process Personal Data only on the Supplier's instructions.
- 7.6 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, as far as it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
- 7.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in this Agreement, are granted to the other party, or are to be implied from this Agreement.
- 7.8 The provisions of this clause 7 shall continue to apply after termination of this Agreement but for the avoidance of any doubt the Supplier will have no access to any Data after termination of this Agreement.

8. Security and passwords

- 8.1 The Supplier shall ensure that the Relevant Data is kept secure , and shall use all reasonable security practices and systems applicable to the use of the Relevant Data to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Relevant Data.
- 8.2 Where the Supplier uses Security Features in relation to the Services (wholly or in part), the Security Features must, unless the Supplier notifies the Customer otherwise, be kept confidential and not lent, shared, transferred or otherwise misused by the Customer.
- 8.3 If either party:
- 8.3.0 becomes aware of any unauthorised or unlawful processing of any Relevant Data or that any Relevant Data is lost or destroyed or has become damaged, corrupted or unusable;
 - 8.3.1 becomes aware of any Security Breach; or
 - 8.3.2 learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person,
- that party shall, at its own expense, promptly notify the other party and fully co-operate with the other party to remedy the issue as soon as reasonably practicable.
- 8.4 The Supplier's obligations under clause 8.3 shall be performed at the Customer's reasonable expense, except to the extent that the Security Breach arose out of any negligence or wilful default of the Supplier or any breach by the Supplier of its warranties in clause 12.2.
- 8.5 The Customer agrees to co-operate with the Supplier's reasonable security investigations.
- 8.6 The Supplier may change Security Features for security reasons at any time.
- 8.7 The Supplier shall take reasonable precautions to preserve the integrity of any Relevant Data processed by it and to prevent any corruption or loss of such Relevant Data.

8.8 If any Relevant Data is lost or corrupted, the Supplier's obligation under clause 8.7 shall be the Customer's exclusive right and remedy against the Supplier in respect of such loss or corruption.

9. Supplier's obligations

The Supplier shall:

9.1.0 only make copies of the Customer Data to the extent reasonably necessary for the Business Purpose (this includes back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing of the Customer Data);

9.1.1 not extract, re-utilise, use, exploit, redistribute, re-disseminate, copy or store the Customer Data other than for the Business Purpose.

9.1.2 assist with any reasonable request from its customers, including requests to audit or to provide documentation, technical information or details of policies or procedures in order to demonstrate compliance with this agreement. Any request of this nature must be made in writing, in advance and with reasonable notice. The supplier reserves the right to refuse any request which it deems would:

- (a) disclose commercially sensitive information
- (b) compromise security of its systems or products or
- (c) may itself create a risk of a data breach or compliance issue.

If the supplier declines to follow any instruction requested by the Customer regarding a properly requested and scoped audit or inspection, the Customer is entitled to terminate this agreement and the Services.

9.1.3 The Supplier will promptly and in any event without undue delay notify the Customer if it becomes aware of:

- (a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Customer Data. The Supplier will restore such Customer Data at its own expense as soon as possible.
- (b) any accidental, unauthorised or unlawful processing of the Customer Data;
or
- (c) any Personal Data Breach.

- 9.1.4 Where the Supplier becomes aware of (a), (b) and/or (c) in clause 9.1.3 above, it shall, without undue delay, also provide the Customer with the following information:
- (a) description of the nature of (a), (b) and/or (c), including the categories of in-scope Customer Data and approximate number of both Data Subjects and the Customer Data records concerned;
 - (b) the likely consequences; and
 - (c) a description of the measures taken or proposed to be taken to address (a), (b) and/or (c) in clause 9.1.3, including measures to mitigate its possible adverse effects.
- 9.1.5 Immediately following any accidental, unauthorised or unlawful Customer Data processing or Customer Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, the Supplier will reasonably co-operate with the Customer at no additional cost to the Customer, in the Customer's handling of the matter, including but not limited to:
- (a) assisting with any investigation;
 - (b) providing the Customer with physical access to any facilities and operations affected;
 - (c) facilitating interviews with the Supplier's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
 - (d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and
 - (e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Customer Data Breach or accidental, unauthorised or unlawful Customer Data processing.
- 9.1.6 The Supplier will not inform any third party of any accidental, unauthorised or unlawful processing of all or part of the Customer Data and/or a

Customer Data Breach without first obtaining the Customer's written consent, except when required to do so by domestic law.

- 9.1.7 The Supplier agrees that the Customer has the sole right to determine:
- (a) whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Customer Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
- 9.1.8 whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy. At the Customer's request, the Supplier will give the Customer, or a third party nominated in writing by the Customer, a copy of or access to all or part of the Customer Data in its possession or control in the format and on the media reasonably specified by the Customer

10. Complaints, data subject requests and third-party rights

- 10.1 The Supplier shall, at no additional cost to the Customer, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:
- 10.1.0 the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - 10.1.1 information or assessment notices served on the Customer by the Commissioner under the Data Protection Legislation.
- 10.2 The Supplier shall, at no additional cost to the Customer, provide such reasonable assistance as the Customer may request to enable it to comply with its obligations under Articles 32 to 36 UK GDPR, including (a) implementing and maintaining appropriate technical and organisational security measures; (b) carrying out data

protection impact assessments; and (c) conducting any required prior consultation with the Commissioner.

10.3 The Supplier shall notify the Customer immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

10.4 The Supplier shall notify the Customer within 2 days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation

11. Intellectual Property Rights

11.1 The Supplier acknowledges that:

11.1.0 all Intellectual Property Rights in the Customer Data are and will remain the property of the Customer or its licensors, as the case may be;

11.1.1 it shall have no rights in or to the Customer Data other than the licence to Process the Customer Data for the Business Purpose in accordance with this Agreement.

11.1.2 nothing in this Agreement grants the Customer any rights to the Supplier's Intellectual Property Rights , systems, software, or trade secrets other than a limited, revocable licence to use the Services during the Term

12. Warranties

12.1 The Customer warrants and represents that:

12.1.0 it is the owner of the Intellectual Property Rights in any rights licensed or to be licensed to the Supplier under clause 11.1.1;

12.1.1 it has the right to license the Processing of the Customer Data for the Business Purpose;

12.1.2 as far as it is aware, the Processing of the Customer Data under this Agreement will not infringe the Intellectual Property Rights of any third party;

- 12.1.3 the Customer Data contains nothing that is defamatory or indecent; and
- 12.1.4 all Customer Data is necessary, accurate and up-to-date.
- 12.2 The Supplier warrants and represents that it shall discharge its obligations under this Agreement with all due skill, care and diligence.
- 12.3 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 12.4 Without limiting the effect of clause 12.3, the Supplier does not warrant that the Processed Data:
 - 12.4.0 is or are accurate, complete, reliable, secure, useful, fit for purpose or timely;
 - 12.4.1 has or have been tested for use by the Customer or any third party; or
 - 12.4.2 will be suitable for or be capable of being used by the Customer or any third party.

13. Limitation of liability

- 13.1 Neither party excludes or limits liability to the other party for:
 - 13.1.0 fraud or fraudulent misrepresentation;
 - 13.1.1 death or personal injury caused by negligence;
 - 13.1.2 a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 13.1.3 any matter for which it would be unlawful for the parties to exclude liability.
- 13.2 Subject to clause 13.1, the Supplier shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- 13.2.0 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - 13.2.1 any loss or corruption (whether direct or indirect) of Data or information;
 - 13.2.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - 13.2.3 any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 13.3 Clause 13.2 shall not prevent claims, which fall within the scope of clause 13.4, for:
- 13.3.0 direct financial loss that are not excluded under any of the categories set out in clause 0 to clause 3; or
 - 13.3.1 tangible property or physical damage.
- 13.4 Subject to clause 13.1, the Supplier's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in all circumstances be limited to the charges paid for the Services.
- 13.5 Except to the extent that liability cannot lawfully be excluded or limited, the Supplier shall not be liable for any fines or administrative penalties imposed on the Customer by a supervisory authority under the Data Protection Legislation, except where such fines or penalties result directly from the Supplier's material breach of this Agreement
- 13.6 The Customer shall indemnify the Supplier against any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Supplier arising out of or in connection with the Processing of the Customer Data under this Agreement including (Claims against Supplier), except to the extent that the Claims against Supplier have arisen out of or in connection with any negligence or wilful default of the Supplier or with any Data supplied by the Supplier for use in combination with the Customer Data or any breach by the Supplier of the warranties in clause 12.2.

13.7 Without limiting clause 13.6 the Customer shall indemnify and hold harmless the Supplier against any losses, damages, costs, or expenses (including reasonable legal fees) incurred by the Supplier arising from the Customer's breach of its obligations under the Data Protection Legislation, except to the extent caused by the Supplier's breach of this Agreement

14. Term and termination

14.1 The Agreement will commence when the Customer first accepts the Services and, subject to clause 14.3 shall automatically terminate at the end of the Term unless renewed in accordance with clause 14.2

14.2 At the end of the Initial Period, this Agreement shall automatically renew for successive Renewal Periods of 12 months each, unless either party gives the other not less than 30 days' written notice of its intention not to renew prior to the expiry of the Initial Period or the then-current Renewal Period. All terms and conditions of this Agreement shall continue to apply during each Renewal Period unless varied in writing by agreement of the parties

14.3 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

14.3.0 the other party commits a material breach of any material term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

14.3.1 the other party:

(a) is unable to pay its debts as they fall due or admits inability to pay its debts;

(b) (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

14.3.2 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in

the case of a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 14.3.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 14.3.4 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
 - 14.3.5 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3.1 to clause 14.3.4 (inclusive).
- 14.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 14.5 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 14.6 On any termination of this Agreement for any reason or expiry of the Term, the Customer shall immediately pay any outstanding amounts owed to the Supplier under this Agreement.
- 14.7 On any termination of this Agreement for any reason or expiry of the Term the Supplier shall, at the Customer's written option, return to the Customer or delete all Personal Data processed on the Customer's behalf, unless UK law requires the Supplier to retain some or all of the Personal Data.:
- 14.7.0 The Supplier shall not charge for standard return or deletion. If the Customer requests return in a non-standard format or via bespoke

extraction, the Supplier may charge reasonable costs only if agreed in writing in advance.

14.8 On any termination of this Agreement for any reason or expiry of the Term, the Supplier shall refund any Charges for the relevant accounting period paid by the Customer as at the date of termination or expiry (less a reasonable sum in respect of the Processing of the Customer Data carried out until the date of termination), except where the ground for termination is material breach by the Customer under clause 14.3.0, in which case the Customer shall not be entitled to any refund.

15. Force majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if that delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing its obligations, provided that, if the period of delay or non-performance continues for 3 months, the party not affected may terminate this Agreement by giving 14 days' written notice to the affected party.

16. Assignment

16.1 This Agreement is personal to the Customer and it shall not assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Supplier (which is not to be unreasonably withheld or delayed).

16.2 The Customer confirms it is acting on its own behalf and not for the benefit of any other person.

16.3 The Customer gives the Supplier a general written authorisation to engage Sub-processors for the Processing of Personal Data, subject to clause 16.4.

16.4 The Supplier shall (a) provide the Customer with prior written notice of any intended addition or replacement of a Sub-processor, including the Sub-processor's name, location and the Processing it will perform; and (b) allow the Customer a reasonable period (not less than 14 days) to object in writing on reasonable data-protection grounds. Where the Customer objects, the parties will work together in good faith to resolve the objection. If the parties cannot resolve the objection within a reasonable

period, the Customer may terminate only the specific Services or Processing activities to which the objection relates without penalty by written notice.

- 16.5 The Supplier shall ensure that all Sub-processors are bound by written terms which impose data-protection obligations equivalent to those in this Addendum, and the Supplier shall remain fully liable for the acts and omissions of its Sub-processors.
- 16.6 The Supplier may appoint third-party service providers (including hosting providers) to support delivery of the Services. Such providers shall be bound by contractual obligations equivalent to those contained in this Agreement. The Supplier remains liable for their acts and omissions.
- 16.7 The Supplier shall not transfer, nor permit any Sub-processor to transfer, Personal Data outside the United Kingdom unless (a) the transfer is to a country covered by UK adequacy regulations; or (b) the Supplier has put in place appropriate safeguards in accordance with UK GDPR,

17. Waiver

No failure or delay by a party to exercise any right or remedy provided 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 any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18. Remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Notice

- 19.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:
 - 19.1.0 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

19.1.1 sent by fax to its main fax number.

19.2 Any notice or communication shall be deemed to have been received:

19.2.0 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

19.2.1 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

20. Entire agreement

20.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

20.2 No party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

21. Variation

Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. Severance

22.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

22.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. No partnership or agency

23.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. Third-party rights

24.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

24.2 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

25. Governing law

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 by and construed in accordance with the law of England and Wales.

26. Jurisdiction

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

Annex A

(1) PERSONAL DATA PROCESSING PURPOSES AND DETAILS

- (I) **Subject matter of processing:** Provision of the EntrySign System and related services as specified in the Customer's order, including any cloud-hosted features.
- (II) **Duration of processing:** For the duration of the Customer's subscription, contract, or until deletion/return of Personal Data in accordance with Clause 14.7 (Data Return and Destruction).
- (III) **Nature of processing:** Collection, storage, transmission, access, retrieval, display, and deletion of Personal Data necessary to operate the EntrySign system and provide the associated services.

2.Business purposes:

- (I) Operation of EntrySign LIVE, EntrySign Touch-Free, EntrySign Sync and any other associated hosted EntrySign services.
- (II) Delivery of SMS notifications and communications where configured by the Customer.
- (III) Provision of helpdesk and technical support, including remote troubleshooting where required.
- (IV) Card printing and badge creation services.
- (V) Maintenance, updates, and security monitoring of the platform.
- (VI) Collection of limited technical telemetry for licensing, security, support and product improvement purposes (e.g., licence status, software version, module usage). Telemetry does not include Customer content. To the extent any telemetry constitutes Personal Data, it shall be processed in accordance with this Addendum.

3.Personal Data categories:

- (I) Identification data (e.g. names, job titles, company/organisation names).
- (II) Contact details (e.g. phone numbers, email addresses, SMS numbers).
- (III) System identifiers (e.g. user IDs, card numbers, access credentials).
- (IV) Visitor data (e.g. entry/exit logs, photographs, signatures, vehicle registration numbers).
- (V) Optional fields configured by the Customer (e.g. safeguarding information, access permissions).

4.Data subject types:

- (I) Staff and employees.
- (II) Students/pupils (where the Customer is a school).
- (III) Contractors and visitors.
- (IV) Any other categories of individuals identified by the Customer and entered into the system.

5.Authorised persons: As designated by the Customer in writing to the Provider.

6.Cross-border data transfers:

Data is processed and stored within the UK.

7. SECURITY MEASURES (SUMMARY)

- (I) Physical security of data centre (restricted access, CCTV, secure perimeter).
- (II) Logical security (password policies, role-based access controls, encryption at rest/in transit).
- (III) Backup and disaster recovery procedures.
- (IV) Monitoring and logging of access attempts.
- (V) Regular patching and vulnerability assessments