TRANSCENDIT LIMITED: TERMS OF BUSINESS

1 INTERPRETATION

1.1 "Transcendit" means Transcendit Limited (registration number 4041370) of C10 Marquis Court, Team Valley Trading Estate, Gateshead NE11 0RU.

1.2 "Agreement" means the written agreement that sets out the specific details of the Work to be performed by Transcendit for the Client.

1.3 "Client" means the business so described in the Agreement.

1.4 "Products" means hardware, software, equipment, supporting documentation and other items supplied by Transcendit under the Agreement.

1.5 "Work" means the services to be performed by Transcendit as described in the Agreement (which may include the supply of Products).

1.6 "Terms" means these standard terms of business including any special conditions supplemental to these Terms that may be agreed between Transcendit and the Client and including the supplemental GDPR Addendum attached as Schedule 1.

1.7 "Services" means the provision of services offered by Transcendit including all hosted products and data storage services.

1.8 "Hosted Products" means hosted desktops, hosted email, hosted email cleansing, hosted web-based applications, hosted virtual servers and hosted backup.

1.9 Words in the singular include their equivalent in the plural, and vice versa.

1.10 Writing includes (but is not limited to) email.

2. STANDARD OF CARE

2.1 Transcendit shall, subject to these Terms, carry out the Work with the reasonable skill and care to be expected of a professional consultant in the performance of similar work, in accordance with relevant standards current at the time. All other warranties, obligations or representations, express or implied, by statute or otherwise, are excluded to the fullest extent permitted by law.

2.2 Transcendit shall, subject to these Terms, carry out the supply of Services with the reasonable skill and care to be expected of a professional consultant in the performance of similar work, in accordance with relevant standards current at the time. All other warranties, obligations or representations, express or implied, by statute or otherwise, are excluded to the fullest extent permitted by law.

2.3 All delivery dates or times for the performance of Work are given in good faith but are indicative only and shall not be of the essence of the Agreement.

3 PRODUCTS

3.1 SOFTWARE

Where the Work and or Services involves the supply of software that is owned by Transcendit, the Client shall enter into such licences of the software as Transcendit may require. Use of the software by the Client will be regulated by the relevant software licence, the terms of which shall apply in precedence to these Terms if there is any conflict between them provided that such licence shall not operate to increase the liability of Transcendit arising under the Agreement.

3.2 THIRD PARTY SOFTWARE

Where the Work and or Services involves the supply of software that is owned by a third party the Client agrees to comply with the terms of any licence supplied by the third party and to indemnify Transcendit against any losses, damages or expenses incurred by Transcendit as a result of any failure to so comply.

3.3 HARDWARE

Where the Work and or Services involves the supply of hardware or other equipment Transcendit shall arrange that supply on behalf of the Client from the hardware manufacturer or retailer. The Client acknowledges that the hardware or other equipment is supplied only with the benefit of the manufacturer's warranty.

3.4 LIABILITY FOR THIRD PARTY PRODUCTS

The Client acknowledges and agrees that all warranties and representations, express or implied, by statute or otherwise, on the part of Transcendit in respect of third party Products are expressly excluded including, but not limited to, any warranties with regard to satisfactory quality or fitness for any particular purpose.

3.5 SUPPLY OF SERVICES

Transcendit agrees to provide the Services to the Client and the Client agrees to receive the Services for the Period as set out in the Agreement.

3.5.1 Transcendit will manage and update virtual Hosted Products and Services only when specified prior to adoption.

3.5.2 The Services are provided at the Client's request and the Client accepts that it is responsible for verifying that the requirements for the Services set out in the Agreement are suitable for its own needs.

3.5.3 If there is any deficiency or failure by Transcendit in the provision of the Services the Client will allow Transcendit a reasonable time period within which Transcendit must correct such deficiency or failure. If Transcendit is unable to correct that deficiency or failure within the time period provided, the Client may pursue any rights or remedies available to it.

3.6 CHANGE OF SUPPLY OF SERVICES

Transcendit reserves the right to change, adapt, modify, alter the supply or provision of service and where possible will endeavor to give the Client as much notice as possible.

3.7 ACCEPTANCE

Save as may be agreed otherwise with the Client, Transcendit will run such commissioning tests as it considers necessary to ensure that any Product supplied is installed correctly. The Client will be deemed to have accepted the Products with effect from the first to occur of the following:

3.5.1 successful completion of the tests;

3.5.2 the expiry of 14 days after delivery without the Client notifying Transcendit in writing of the failure of such tests; or

3.5.3 use of the Product by the Client for its business.

4 PRICE AND PAYMENT

4.1 The fee rates, costs, expenses, lump sum price and any uplift or interest payable for the Work and or supply of services (which are together referred to as the price) shall be as set out in the Agreement.

4.2 The price shall be exclusive of VAT and other taxes and duties (which shall be paid by the Client at the rate that is current at the date of invoice).

4.3 Payment is due either within 30 days commencing on the date of the relevant invoice, or, if Transcendit so requires, on or before supply, or as otherwise indicated in the Agreement.

4.4 If the Client fails to make any payment on or before the due date then, without prejudice to any other right or remedy available, Transcendit shall have the right to:

4.4.1 treat the Agreement as having been cancelled by the Client and cease any Work and or supply of services for which payment has not been made;

4.4.2 deduct from, or set-off against, any monies due to the Client any sums owed by the Client to Transcendit;

4.4.3 charge the Client interest on the unpaid amount from day to day at the annual rate of 3% over the base lending rate from time to time of Lloyds TSB Bank plc from the due date until payment is received.

5 CLIENT'S OBLIGATIONS

5.1 The successful and timely performance by Transcendit of its obligations depends on the Client's performance of its own obligations under the Agreement including, among others, those described in this Clause 5.

5.2 The Client shall nominate a member of its staff as a contact point for Transcendit and shall notify Transcendit of any changes to that nomination. The nominated member of staff shall be authorised to make binding decisions on behalf of the Client and to provide all information and assistance required by Transcendit for the performance of the Work.

5.3 The Client agrees that Transcendit shall not be required to make a backup of any relevant data owned by the Client prior to commencement of the Work and or supply of services and the Client accepts that Transcendit shall not be liable for any loss of such data.

5.4 The Client agrees that Transcendit shall not be liable for and shall not be required under any circumstances (although may agree to do so at an additional charge) to diagnose or rectify any problem experienced by the Client arising from:

5.4.1 the failure by the Client to maintain its hardware and other equipment in good condition;

5.4.2 the failure by the Client to provide a suitable environment for its hardware and other equipment;

5.4.3 the failure by the Client to maintain its operating systems and applications;

5.4.4 the failure by the Client to implement recommendations made during the course of the Work or solutions to faults or problems previously advised by Transcendit;

5.4.5 any breach by the Client of any of its obligations under the Agreement.

5.5 The Client undertakes to:

5.5.1 provide Transcendit with all necessary information, facilities, support and, services reasonably required by Transcendit for the performance of its obligations to the Client under the Agreement including without limitation at no charge to Transcendit adequate office accommodation, a secure work space, telephone services, access to the applicable computers, software, hardware and systems of the Client at the Client's premises

5.5.2 provide Transcendit's representatives with full access to the areas in which the Services are to be performed at the Client's premises;

5.5.3 take all reasonable steps to ensure the health and safety of Transcendit's representatives while they are at the Client's premises

5.5.4 ensure that the computer and operating system and any other hardware or software which Transcendit is asked to use or modify for the purpose of the Services are either the property of the Client or are legally licensed to the Client

5.5.5 ensure that its Representatives co-operate fully with Transcendit in relation to the provision of the Services

5.6 Transcendit will not operate or exercise control over, and accepts no liability or responsibility for the content of the clients material received on the system and the Clients acknowledges this stipulation at the time of Agreement.

6 NON – SOLICATION

6.1 The Client will not, without the prior written consent of Transcendit, approach or contact, with the intention of employing, engaging or retaining, any employee of Transcendit engaged on or connected with the Work. This restriction will apply during the term of, and for one year following the expiry or termination of, the Agreement.

6 INTELLECTUAL PROPERTY RIGHTS

Copyright in, and all other intellectual property rights arising from, the Works and or supply of Services will at all times belong to Transcendit, unless Transcendit and the Client enter into a written agreement providing otherwise.

7 CONFIDENTIALITY, PUBLICITY AND DATA PROTECTION

7.1 Both Transcendit and the Client will treat information of a confidential nature relating to the other party that it has access to under the terms of the Agreement as confidential and shall not disclose or publish such information without the written consent of the other party. This will not prevent disclosure or publication of any information that is disclosed under a duty imposed by any court, regulatory or government authority or which is not to be regarded as confidential because the information:

7.1.1 is already known to the receiving party, under no obligation of confidence, at the time of disclosure by the other party; or

7.1.2 is or comes within the public domain through no fault of the receiving party; or

7.1.3 is lawfully obtained by the receiving party from a third party on a non-confidential basis; or

7.1.4 is independently developed by the receiving party.

7.2 The Client agrees that nothing in these Terms shall be construed to prevent or restrict Transcendit from disclosing or using in the course of its business any technical knowledge, skills or expertise of a generic nature acquired by Transcendit in the performance of the Agreement.

7.3 Transcendit reserves the right to refer to the Client in Transcendit's promotional materials as being a client of Transcendit and to give an outline description of the Work and or supply of Services.

7.4 The parties agree to the terms of the GDPR Addendum attached as Schedule 1.

8 LIMITATION OF LIABILITY

The Client's attention is drawn to the provisions of this Clause 8 in particular.

8.1 Nothing in the Agreement shall exclude or restrict either Party's liability for fraud

8.2 Transcendit will not extend liability to Clients for any of profits, revenue, business, goodwill, loss of contracts, loss of anticipated savings, loss of production. loss of or corruption to data and any other special, indirect or consequential loss or damage whatsoever, whether sustained by the Client or any other person and even if foreseeable or if Transcendit has been advised of their possibility

8.3 All disputes, issues or claims in relation to the Work and or supply of services shall be governed by the Agreement and these Terms to the exclusion of any other liability whatsoever under the law of tort or its equivalent. In the event that Transcendit is in breach of the Agreement its liability shall be determined in accordance with this Clause 8.

8.4 Transcendit shall be liable to the Client only for such losses incurred by the Client that are directly attributable to the failure of Transcendit to perform the Work to the standard required by Clause 2.1 above, limited:

8.2.1 in respect of damage caused to the Client's tangible property, to the sum of £500,000 in aggregate, and

8.2.2 in respect of any other loss, to a sum of £500,000 in aggregate.

8.5 No provision of the Agreement shall limit Transcendit's liability for personal injury or death caused as a direct result of its negligence.

8.6 Except in the case of a claim to which Clause 8.5 applies Transcendit shall have no liability to the Client in respect of any breach of the Agreement unless the Client commences proceedings within 2 years after the date on which it became aware of the breach or within 2 years after the date on which it ought reasonably to have become aware, if earlier.

8.7 Transcendit shall have no liability to the Client in respect of the failure or inability of any Products to recognise, use or operate by reference to any data concerning a date.

8.8 Transcendit shall have no liability to its Clients for any damage or loss caused directly or indirectly in connection with the supply of Services, the connectivity to the Internet any software or its use, application or support.

9 TERMINATION

9.1 The Client may terminate the agreement in accordance with the provisions of the agreement.

9.2 Transcendit may terminate the Agreement on 28 days' notice at any time.

9.3 Without prejudice to Transcendit's rights under Clause 4.4 either party may terminate the Agreement forthwith by written notice to the other party if:

9.3.1 the other party commits a material breach of any of its obligations under the Agreement and either the breach is incapable of remedy or that party does not take any action to remedy such breach within 30 days after service on it of written notice specifying the breach; or

9.3.2 the other party becomes bankrupt or goes into liquidation (other than for the purposes of reconstruction or amalgamation) or has a receiver appointed over all or any part of its assets or an administration order is served upon it.

9.4 Proper termination of the Agreement shall not prejudice any accrued rights or remedies of either party or the application of any provision of these Terms that is expressly or by implication intended to apply on or after such termination.

9.5 On termination of the Agreement, the Client shall pay to Transcendit all sums that are payable in respect of that part of the Work done and costs incurred by Transcendit up to the date of termination. In addition to these sums, if the Client has terminated the Agreement under Clause 9.1 above or Transcendit has terminated the Agreement under Clause 9.2 above, the Client shall also pay any sums that are reasonably incurred by Transcendit in bringing the Work to an end in a prompt but orderly manner.

10 FORCE MAJEURE

10.1 Neither party shall be liable for any delay in performing, or failure to perform, its obligations under the Agreement which results from circumstances or events beyond its reasonable control. For the avoidance of doubt, this provision shall not apply to payment for the Work by the Client. If such circumstances or events occur, both parties shall use all reasonable efforts to overcome the difficulties that may arise as a result and to resume the normal progress of the Work as soon as reasonably possible, subject to Clause 10.2.

10.2 If either party shall have been delayed in, or prevented from, performing its obligations due to circumstances or events beyond its reasonable control for more than 90 days then the other party shall be entitled to terminate the Agreement by written notice to the other. In these circumstances, the Client shall nevertheless be liable to pay sums due up to the date of termination in accordance with Clause 9 above.

11 RISK AND TITLE

Risk in any Products supplied will pass to the Client upon delivery. Where title in any Products is intended to pass to the Client, it shall not do so until payment in full has been made in respect of the relevant Products.

12 WAIVER

The waiver by either party of a breach of the other party's obligations under the Agreement shall not be construed as a waiver of any succeeding breach of the same or other obligations. No delay or omission on the part of either party to exercise any right that it has or may have under the Agreement shall operate as a waiver of any such breach by the other party.

13 NOTICES

Any notice, instruction or other document to be given under the Agreement shall be delivered or sent by first class post, fax or electronic mail to the address of the other party set out in the Agreement and any such notice, instruction or other document shall be deemed to have been served (if sent by post) upon the expiration of 48 hours after posting, (if sent by fax) at the expiration of 24 hours after transmission, providing the transmission report shows it was successfully transmitted to the correct number and (if sent by electronic mail) at the expiration of 24 hours after transmission, providing the delivery confirmation shows it was successfully transmitted to the correct addressee.

14 INVALIDITY AND SEVERABILITY

If any provision of the Agreement is or becomes invalid or unenforceable the remaining provisions of the Agreement shall remain in force. The parties shall attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the legal and commercial objectives of the Agreement.

15 ASSIGNMENT AND SUB-LICENSING

15.1 The Client shall not be entitled to assign the Agreement or sub-license the use (in whole or in part) of any Products licensed to it under the Agreement without the prior written consent of Transcendit.

15.2 Transcendit may delegate or sub-contract the performance of any of its obligations under the Agreement to third parties without the Client's consent, provided however that Transcendit shall retain its contractual responsibility to the Client (in accordance with, and subject to the limitations set out in, the Agreement).

16 LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the non-exclusive jurisdiction of the English courts.

17 THIRD PARTIES

The Client acknowledges and agrees that these Terms shall not, nor do they purport to, confer on any third party a right to enforce any term of the Agreement. This provision confirms the intention of both parties for the purposes of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999.

18 ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Client and Transcendit and the Client confirms that in entering into the Agreement it has not relied upon any representation, statement or undertaking not expressly recorded in the Agreement. Where any term contained in the Agreement or any attached schedule conflicts with a term in these Terms, the term in the Agreement or schedule shall apply. No variation of the Agreement will be valid unless confirmed in writing by authorised signatories of both Transcendit and the Client.

Schedule 1 – GDPR Addendum

This Addendum forms part of the Agreement, whose terms apply to this Addendum.

The Client's attention is drawn to the indemnity in clause 7.

1. **Consideration**
1.1. In consideration of the mutual benefits of data protection compliance and the payments to be made from time to time by the Client under the Agreement, the parties agree to the provisions of this Addendum.
2. **Definitions and interpretation**
2.1. In this Addendum the defined terms set out in Appendix 1 (Definitions and interpretation) shall have the meanings given to them there (unless the context requires otherwise) and the rules of interpretation set out in Appendix 1 (Definitions and interpretation) shall apply.
3. **Application of this Addendum**
3.1. This Addendum supplements the Agreement. Where the Agreement was entered into before 25 May 2018, the Addendum shall be deemed to take effect on 25 May 2018. Otherwise the Addendum shall take effect on the date the Agreement is entered into by both parties. After the Addendum has taken effect, it shall continue for the Term.
3.2. Where there is a conflict between the requirements of this Addendum and the Agreement or the Terms, the terms of this Addendum will prevail.
4. **Processor provisions**
4.1. The Parties acknowledge that the Client is a Controller and that Transcendit is a Processor of the Relevant Data.
4.2. Details of the Processing that Transcendit carries out on behalf of the Client under the Agreement are set out at Part 1 of Appendix 2 (Details of Data Processing) and details of the parties' responsibilities for Processing are set out at Part 2 of Appendix 2 (Details of Data Processing). The Client's documented instructions are set out in Part 3 of Appendix 2 (Details of Data Processing). The parties shall update Appendix 2 (Details of Data Processing) as necessary during the term of the Agreement to reflect any changes in Processing or for other reasons. Each updated version of Appendix 2 (Details of Data Processing) shall form part of the Addendum.
4.3. The Client shall:
    4.3.1. ensure that the Client has all necessary consents and permissions to allow Transcendit to Process the Relevant Data for the purpose of performing the Agreement; and
    4.3.2. ensure that its Processing of Relevant Data under the Agreement complies with all applicable Data Protection Requirements.
4.4. Transcendit shall:
    4.4.1. Process the Relevant Data only in accordance with documented instructions from the Client (including with regard to transfers of Relevant Data to a Restricted Country), unless required to do so by European Law to which Transcendit is subject; in such a case, Transcendit shall inform the Client of that legal requirement before Processing, unless that European Law prohibits such information on important grounds of public interest;
    4.4.2. ensure that persons authorised to Process the Relevant Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
    4.4.3. take all measures required pursuant to Article 32 GDPR;
    4.4.4. comply with the conditions referred to in paragraphs 2 and 4 of Article 28 GDPR and the documented instructions in Part 3 of Appendix 2 (Details of Data Processing) for engaging another Processor (a "Sub-processor");
    4.4.5. taking into account the nature of the Processing, assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;
    4.4.6. assist the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR taking into account the nature of Processing and the information available to Transcendit;
    4.4.7. at the choice of the Client, delete or return all the Relevant Data to the Client after the end of the provision of services relating to Processing, and delete existing copies unless European Law requires storage of the Relevant Data;
    4.4.8. make available to the Client all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client, and shall immediately inform the Client if, in its opinion, an instruction infringes the GDPR, other European DP Law or other data protection provisions in European Law; and
    4.4.9. procure that any person acting under the authority of Transcendit who has access to Relevant Data shall not Process the Relevant Data except on instructions from the Client, unless required to do so by European Law.
4.5. Nothing in this Addendum shall relieve Transcendit of its own direct responsibilities under the GDPR.
5. **Controller provisions**
5.1. The Client is a Controller of the Relevant Data. The Client shall comply with its obligations under European DP Law.
6. **Change**
6.1. In the event that there is a change during the Term in:
    6.1.1. applicable European DP Law, UK DP Law or other Data Protection Requirements in England (whether also in Wales, Scotland and/or Northern Ireland or not);
    6.1.2. (where applicable) the available mechanisms used to transfer Relevant Data to a Restricted Country;
    6.1.3. (where applicable) the available standard contractual clauses which are relevant to either party's or both parties' Processing of Relevant Data; and/or
    6.1.4. (given the particular difficulty in foreseeing the future legal landscape during and after Brexit, including the precise nature of a Brexit Event) some other event or situation or happening
    and Transcendit reasonably determines that this Addendum is, wholly or in part, no longer appropriate in the light of Data Protection Requirements, Transcendit shall notify the Client of its determination and (a) each party shall promptly take such reasonable and appropriate steps necessary to ensure its ongoing compliance with applicable Data Protection Requirements, and (b) the Client shall negotiate with Transcendit in good faith to enter promptly into such variation to this Addendum as is necessary to ensure the parties' ongoing compliance with applicable Data Protection Requirements.
7. **Indemnity**
7.1. In addition to any other remedy available to Transcendit, the Client shall indemnify and keep indemnified and defend and hold harmless Transcendit and its servants or agents in full and on demand and at the Client's own expense against any penalties, fines, administrative sanctions or other sums payable that are imposed on Transcendit by a data protection supervisory authority/the Information Commissioner and against any liabilities or losses and all costs (on a full indemnity basis), claims, compensation, damages, expenses or interest incurred by Transcendit or for which Transcendit may become liable, in each case due to one or more of the matters listed below but howsoever arising, and whether wholly or in part resulting directly or indirectly from matters listed below, and whether or not such losses or the consequences of the matters listed below were in the parties' contemplation or were foreseeable at the date of this Addendum:
    7.1.1. any failure by the Client to comply with any of the Client's obligations under this Addendum;
    7.1.2. any breach by a third party of its contract with the Client;
    7.1.3. any breach by the Client, a third party contractor of the Client or a Permitted User of Data Protection Requirements; and/or
    7.1.4. any claim made by Transcendit pursuant to clause 7.2.

7.2. Just to be clear, the indemnity provided by the Client under paragraph 7.1 shall also cover any and all claims made by Transcendit against the Client for compensation under Article 82(5) GDPR and/or under UK DP Law, including for any costs, damages or expenses paid by Transcendit to a Data Subject in the event of a breach of Data Protection Requirements and/or for any facilities or other benefits provided at Transcendit's expense to a Data Subject in the event of a breach of Data Protection Requirements, which is the responsibility of both parties (whether they are responsible with other Controllers/Processors or not).

8. **Costs**

8.1. Where Transcendit assists the Client with the Client's compliance with Data Protection Requirements under or pursuant to this Addendum, that assistance will be at the Client's cost.

Appendix 1: Definitions and Interpretation

1.1. In this Addendum the following terms shall have the following meanings.

Term	Definition
"Applicable DP Law"	in relation to data protection terms defined in this paragraph 1 of Appendix 1, means: (a) UK DP Law, if the term is (i) defined in UK DP Law and (ii) applies to the Processing in question; or (b) if (a) does not apply, the GDPR.
"Brexit Event"	an event involving England leaving the European Union (whether with Scotland, Wales and/or Northern Ireland or not), including, where applicable, the start or end of any transition period/implementation period.
"Controller"	has the meaning given to it in Applicable DP Law.
"Data Protection Requirements"	as applicable, European DP Law and any other applicable laws and regulations relating to the processing of personal data or personally identifiable information anywhere in the world.
"Data Subject"	has the meaning given to it in Applicable DP Law.
"ePrivacy Regulation"	the European Regulation of the European Parliament and of the Council which supersedes Directive 2002/58/EC, and until that Regulation does supersede that Directive, means The Privacy and Electronic Communications (EC Directive) Regulations 2003 (2003 No. 2426).
"European DP Law"	as applicable, (a) the GDPR and any data protection legislation applicable from time to time accompanying the GDPR (including UK DP Law) together with (b) the ePrivacy Regulation and any privacy legislation applicable from time to time accompanying the ePrivacy Regulation; in relation to England this definition applies whether or not there is a Brexit Event, and includes any data protection legislation superseding the GDPR and/or superseding the ePrivacy Regulation.
"European Law"	European Union or European Member State law (as referred to in the GDPR) and such other law as may be designated in its place if there is a Brexit Event.
"GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and for the purpose of this Addendum, if there is a Brexit Event, shall mean where applicable the UK-GDPR.
"Information Commissioner"	has the meaning given to "The Commissioner" in Applicable DP Law.
"Permitted User"	a user of any of the Transcendit Services, being an employee or contractor or other permitted user of the Client.
"Personal Data"	has the meaning given to it in Applicable DP Law.
"Processing"	has the meaning given to it in Applicable DP Law.
"Processor"	has the meaning given to it in Applicable DP Law.
"Relevant Data"	all Personal Data of which the Client is the Controller and which are Processed by Transcendit for the purpose of providing the Transcendit Services.
"Restricted Country"	any third country or international organisation as described in the GDPR (but excluding any of England, Scotland, Wales and Northern Ireland, if there is a Brexit Event).
"Transcendit Services"	the products and/or services provided by Transcendit to the Client from time to time under or pursuant to the Agreement including where applicable Hosted Products, Products, Services and/or Works.
"Term"	the duration of the Processing of Relevant Data pursuant to (a) the Agreement and/or (b) this Addendum, including during any transitional arrangements on entrance or exit.
"UK DP Law"	any UK Data Protection Act passed during or after 2018 together with regulations/other subordinate legislation (a) made under that Act and/or (b) made under section 2(2) of the European Communities Act 1972 which relate to the GDPR.
"UK-GDPR"	the UK version of the GDPR which applies to the Processing of Relevant Data if there is a Brexit Event.

1.2. In this Addendum, including the Appendices:

1.2.1. other capitalised terms not set out in paragraph 1.1 above shall have the meanings given to them in the Agreement;

1.2.2. references to any statute, enactment, order, regulation or other similar instrument shall be construed as references to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment, modification or statutory extension of any of the above;

1.2.3. except where the context requires otherwise the singular includes the plural and vice versa; a reference to one gender includes all genders; words denoting persons include firms and corporations and vice versa;

1.2.4. headings are included in this Addendum for ease of reference only and shall not affect interpretation or construction;

1.2.5. any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done; and

1.2.6. the words "include" or "including" shall be construed without limitation to the words following.

Appendix 2: Details of Data Processing

1.1. The tables below may be updated during the Term in accordance with clause 4.2 (updates to Appendix 2).

Part 1: Processor requirements

Requirement in Article 28(3) GDPR	Details for this Addendum	
The subject matter and duration of the Processing	The purpose of enabling the Client to receive the Transcendit Services for the Term.	
The nature of the Processing	*All or any of the following Processing operations:* • Collection • Recording • Organisation	• Consultation • Use • Disclosure by transmission / dissemination or otherwise making available • Alignment / combination

	• Structuring • Storage • Adaptation/alteration • Retrieval	• Restriction • Erasure / destruction
The purpose of the Processing	*All or any of the following purposes:* The receipt by the Client of Transcendit Services under the Agreement.	
The type of Personal Data	*All or any of the following types of Personal Data:* • <u>Personal details</u> (any information that identifies the Data Subject and their personal characteristics e.g. name, address, contact details, age, sex, date of birth, physical description and any identifier issued by a public body, e.g. National Insurance number) • <u>Education and training details</u> (any information which relates to the education and any professional training of the Data Subject e.g. academic records, qualifications, skills, training records, professional expertise, and student and pupil records) • <u>Family, lifestyle and social circumstances</u> (any information relating to the family of the Data subject and the Data Subject's lifestyle and social circumstances e.g. current marriage and partnerships and marital history, details of family and other household members, habits, housing, travel details, leisure activities and membership of charitable or voluntary organisations) • <u>Employment details</u> (any information relating to the employment of the Data Subject e.g. employment and career history, recruitment and termination details, attendance records, health and safety records, performance appraisals, training records and security records)	• <u>Financial details</u> (any information relating to the financial affairs of the Data Subject e.g. income, salary, assets and investments, payments, creditworthiness, loans, benefits, grants, insurance details and pension information) • <u>Goods and services provided</u> (any information relating to goods and services that have been provided e.g. goods or services supplied, licences issued, agreements and contracts) • <u>Special categories of personal data</u> (racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a Data Subject, data concerning health or data concerning a Data Subject's sex life or sexual orientation) • <u>Criminal data</u> (criminal convictions and offences or related security measures, including personal data relating to: (a) the alleged commission of offences by the Data Subject (b) proceedings for an offence committed or alleged to have been committed by the Data Subject or the disposal of such proceedings, including sentencing)
The categories of Data Subjects *(includes current, past or prospective Data Subjects.)*	*All or any of the following categories of Data Subject:* • Staff including volunteers, agents, temporary and casual workers • Customers/clients (who are individuals or sole traders) • Suppliers (sole traders) • Contact persons (e.g. at suppliers or customers, where supplier is not a sole trader or customer is not an individual) • Members or supporters (e.g. shareholders)	• Complainants, correspondents and enquirers • Relatives, guardians and associates (of Data Subjects) • Advisers, consultants and other professional experts or legal representatives (individuals/sole traders) • Students • Offenders and suspected offenders • Landlords/tenants
The Controller's obligations and rights	The obligations in clause 5.1. The rights to enforce the obligations on Transcendit as Processor, as set out in clause 4 (Processor provisions).	

Part 2: Responsibilities

Responsibilities under Article 82	Details for this Addendum
Client responsibilities for Processing	• The Client's contractual relationships with third parties, other members of the Client's group and its other Processors and contractors. • The compliance of the Relevant Data with European DP Law and any other Data Protection Requirements. • The compliance of the Client's Processing under this Addendum as Controller. • The security of the Client's systems. • The security of devices used by the Client. • The security of the Client's communications links. • Not introducing malware to any of the systems provided or made available by Transcendit. • Not permitting (intentionally or otherwise) an attack to be made on any of the systems provided or made available by Transcendit. • Not permitting other unauthorised or malicious access to any the systems provided or made available by Transcendit through the Client's systems or the Client's devices. • Selecting and maintaining secure login credentials for each of the systems

	provided or made available by Transcendit and for the Client's own systems.
	• And otherwise complying with its Controller obligations set out in clause 5.
Transcendit responsibilities for Processing	• Transcendit's contractual relationships with third parties and Sub-processors.
	• The following security measures: those in Transcendit's security policy, which is available on request.
	• And otherwise complying with Transcendit's Processor obligations set out in clause 4.

Part 3: Documented Instructions

Transcendit is hereby instructed by the Client:

- to Process the Relevant Data for the sole purpose of providing the Transcendit Services and to the extent necessary to provide those Transcendit Services, and not to Process the Relevant Data for its own purposes or third party purposes;
- not to transfer the Relevant Data to a Restricted Country without the Client's prior written consent and subject to the Client's compliance with the conditions laid down in Chapter V GDPR; and
- for the purpose of article 28(3)(d) and article 28(2) GDPR, not to engage a Sub-processor without the Client's general written authorisation which is hereby granted in respect of Transcendit's Sub-processors listed at https://www.transcendit.co.uk/gdpr-sub-processors and is granted in respect of the other Sub-processors notified to the Client in writing, and to which the Client does not object within 20 (twenty) days of the date of the notice); the Client does not require Transcendit to obtain prior specific authorisation to each individual Sub-processor. The Client acknowledges that the providers or licensors of third party Products/Hosted Products (as indicated in clauses 3.1-3.4 inclusive), by way of non-exhaustive example, Microsoft, are not Sub-processors but third party suppliers. The Client is free to choose whether or not to use the Products/Hosted Products of those third party suppliers.