STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES of (i) QA Limited (company number 02413137), (ii) QAHE Limited (11325201) in each case with registered offices at First Floor International House, 1 St Katharine's Way, London, E1W 1UN, (iii) QA USA, Inc. (formerly Cloud Academy Inc.) whose principal place of business is at Suite 813 18th Floor, Tower 49 by Industrious, 12 E 49th St. New York, NY 10017, (iv) all Affiliates of QA Limited from time to time (collectively the "Group"). THE SUPPLIER'S ATTENTION IS PARTICULARLY DRAWN TO CONDITIONS: 4.4 AND 10. These Terms are effective from 1 September 2026.

1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions shall have the following meanings:

AI: artificial intelligence products or features and/or machine learning technologies;

Affiliate: any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

Applicable Laws: all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local, national or international;

Bribery Laws: the Bribery Act 2010 and all Applicable Laws in connection with anti-bribery or anti-corruption;

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

Charges: the charges payable by the Customer for the Deliverables as specified in the Order;

Compliance Laws: Bribery Laws, Modern Slavery Laws and the Tax Evasion Laws;

Conditions: these terms and conditions;

Confidential Information: any commercial, financial or technical information, information relating to business affairs, customers, clients or suppliers, the Contract and information relating to the Contract, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

Contract: the contract between the Customer and the Supplier for the supply of the Deliverables incorporating these Conditions and the Order;

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly;

Customer: means the Group entity specified in the Order referencing these Conditions;

Customer Materials: any materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier;

Deliverables: the Goods and/or Services (as applicable) including any deliverables or items produced as part of the Services;

Force Majeure Event: act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest;

Good Industry Practice: the diligence, skill and care as would be expected by a respected and leading provider of the Deliverables;

Goods: the goods specified in the Order;

Input: the inputting of data into AI including in the form of prompts or queries;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, rights in designs, rights in computer software, database rights, 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;

Modern Slavery Laws: the Modern Slavery Act 2015 and all Applicable Laws in connection with anti-slavery;

Policies: the Customer's business policies as detailed at *https://www.qa.com/legal-privacy/* and such other policies as are notified from time to time by the Customer to the Supplier;

Order: the Customer's order for Deliverables to which these Conditions are appended and/or referenced to and/or any similar document referencing these Conditions;

Output: the output data received from the use of AI;

Services: the services specified in the Order;

Supplier: the person or entity specified on the Order;

Tax Evasion Laws: means the Criminal Finances Act 2017 and all Applicable Laws in connection with the prevention of tax evasion;

Term: the term of the Contract as specified on the Order; and

VAT: value added tax.

1.2. The following rules of interpretation shall apply to these Conditions: (a) reference to legislation or a legislative provision is a reference to it as amended from time to time and shall include all subordinate legislation; (b) any words following the terms including, include, in particular, for example shall not limit the sense of the words preceding those terms; and (c) a reference to writing or written does not include email.

2. BASIS OF CONTRACT

2.1. The Order constitutes an offer by the Customer to purchase Deliverables in accordance with these Conditions.

2.2. The Order shall be deemed to be accepted by the Supplier on the earlier of:

2.2.1. the Supplier issuing acceptance of the Order; or

2.2.2. any act by the Supplier consistent with fulfilling the Order,

at which point the Contract shall come into existence and shall be binding on the Supplier.

2.3. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate including those included on any confirmation of order or receipt.

2.4. An Order may be withdrawn by the Customer at any time prior to written acceptance of the Order by the Supplier.

3. SUPPLY OF DELIVERABLES

3.1. The Supplier shall:

3.1.1. provide the Deliverables to the Customer in accordance with the terms of the Contract;

3.1.2. meet any performance dates for the delivery and/or supply of the Deliverables specified in the Contract;

3.1.3. co-operate with the Customer in all matters relating to the provision of the Deliverables;

3.1.4. provide the Deliverables in accordance with Good Industry Practice;

3.1.5. use personnel who are suitably skilled and experienced to satisfy the Contract;

3.1.6. ensure that the Deliverables: (a) conform with all descriptions, standards and specifications set out in the Contract, and that the Deliverables shall be fit for any purpose that the Customer makes known to the Supplier; (b) are free from defects in design, material and workmanship; (c) comply with all Applicable Laws; and (d) (if Goods) be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and (if Services) be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13;

3.1.7. provide all equipment, tools and vehicles and such other items as are required to provide the Deliverables;

3.1.8. obtain and at all times maintain all licences and consents which may be required for the provision of the Deliverables;

3.1.9. comply with all Applicable Laws which may apply from time to time in relation to the provision of the Deliverables;

3.1.10. comply with the Policies;

3.1.11. hold all Customer Materials in safe custody at its own risk, maintain Customer Materials in good condition until returned to the Customer, and not dispose or use Customer Materials other than in accordance with the Customer's written instructions or authorisation;

3.1.12. not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;

3.1.13. ensure Supplier personnel maintain such security clearances as may be specified in the Contract; and

3.1.14. comply with the Supplier Code of Conduct available at *https://www.qa.com/legal-privacy/*.

3.2. Deliverables shall be delivered to the location specified in the Contract and at the times specified in the Contract.

3.3. Time for delivery of the Deliverables shall be of the essence and if the Supplier fails to provide the Deliverables on the dates specified the Customer shall be entitled to:

3.3.1. terminate the Contract;

3.3.2. refuse to accept any further deliveries of the Deliverables; and

3.3.3. recover from the Supplier all costs and expenses incurred by the Customer arising out of the failure by the Supplier to provide the Deliverables including the additional costs incurred by the Customer in procuring replacement Deliverables.

3.4. The Customer shall be provided reasonable opportunity to inspect the Deliverables and shall not be deemed to have accepted any Deliverables until the Customer has confirmed in writing that the Deliverables meet the requirements specified in the Contract provided that acceptance of Deliverables by the Customer nor passing of title to the Customer shall be deemed a waiver of the Customer's rights in respect of the Deliverables under the Contract or otherwise.

3.5. The Customer shall be entitled to return any Deliverables which do not meet the requirements of the Contract at the expense of the Supplier and the Customer shall be entitled, at the Customer's option to either terminate the Contract and claim a refund for Charges already paid for the Deliverables

or request that the Supplier: remedy, repair, replace, correct or reperform any non-conforming Deliverables.

3.6. Risk in the Deliverables shall pass to the Customer upon acceptance in accordance with Condition 3.4 and title in the Deliverables shall pass to the Customer on the sooner of payment by the Customer for the applicable Deliverables or delivery of the Deliverables to the Customer.

3.7. The Supplier warrants that:

3.7.1. it has the necessary rights and title in the Deliverables to grant the Customer title and rights specified in these Conditions; and

3.7.2. the Customer shall be granted valid, unqualified title to the Deliverables.

3.8. These Conditions shall extend to any substituted or remedial goods/services provided by the Supplier and the Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

3.9. The Supplier shall be entitled to use such personnel as it deems fit to undertake the Services provided that: (i) the Customer shall be entitled to reject the use of any personnel which it deems are unsuitable for provision of the Services (ii) and Supplier shall immediately cease to use personnel which the Customer has rejected the use of and replace them with personnel which are suitably qualified and experienced to undertake the Services.

3.10. The Supplier shall disclose and obtain the prior written consent of the Customer prior to each and every use of AI for, or in connection with, the Deliverables. Following provision of consent by the Customer, the Customer may withdraw consent to the use of AI at any time.

3.11. Without prejudice to Condition 3.10, the Supplier shall ensure:

3.11.1. Customer Materials are not used to train AI and are not disclosed to any third party and/or incorporated within Output or used to generate Output for the benefit of any third party;

3.11.2. Customer Data and/or Confidential Information of the Customer is not used as Input;

3.11.3. the Customer is provided with documentary evidence in relation to the sources used to generate Output;

3.11.4. all Deliverables which utilise AI shall be clearly cited as generated by AI;

3.11.5. use of AI is in accordance with Applicable Laws and in accordance with Good Industry Practice;

3.11.6. it has all licences and rights to utilise the AI and use of the AI does not infringe any third party Intellectual Property Rights;

3.11.7. use of the AI does not bring the Customer's reputation into disrepute and that AI is used responsibly ; and

3.11.8. use of the AI does not impact the quality or supply of the Deliverables and for the avoidance of doubt use of AI does not exclude or limit the Supplier's liability pursuant to other obligations under these Conditions.

3.12. The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any breach of Conditions 3.10, 3.11 4.5 and 4.6.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. The Supplier agrees that all Intellectual Property Rights arising out of or in connection with the Contract shall vest in the Customer and the Supplier assigns (or shall procure the assignment) to the Customer absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in the Customer's opinion to so vest all such Intellectual Property Rights in the Customer.

4.2. The Customer acknowledges that all Intellectual Property Rights owned by the Supplier prior to commencement of the Contract shall continue to be owned by the Supplier unless stated otherwise on the Order and provided that the Supplier grants the Customer a perpetual, non-exclusive, irrevocable, royalty free licence to use the Supplier's Intellectual Property rights for the purposes of receiving the benefit of the Deliverables including the right to grant sublicences.

4.3. The Supplier acknowledges that all Intellectual Property Rights owned by the Customer prior to commencement of the Contract including the Customer Materials shall continue to be owned by the Customer provided that the Customer grants to the Supplier a non-exclusive, revocable, royalty free licence for the Term to use the Customer's Intellectual Property Rights solely for the purposes of providing the Deliverables and complying with obligations under the Contract.

4.4. The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's intellectual property rights as a result of the Customer's receipt or use of the Deliverables.

4.5. The licence granted by the Customer pursuant to Condition 4.3, does not extend to granting the Supplier the right to use Customer Materials as Input and the Supplier must obtain the prior written consent of the Customer prior to such use.

4.6. In the event that the Customer agrees to the use of AI in connection with the Deliverables pursuant to Condition 3.10 and 4.5, the Supplier shall ensure the Customer retains its title to Customer Materials used as Input and shall ensure the Customer obtains title to Output forming part of the Deliverables in accordance with Condition 4.1.

5. CHARGES AND TAX

5.1. Unless otherwise agreed in writing by the Customer, the Charges shall be fixed and include every cost and expense of the Supplier directly or indirectly incurred in connection with the provision of the Deliverables.

5.2. Unless stated otherwise in an Order, the Supplier shall invoice the Customer on completion of the Services or delivery of the Goods (as applicable). Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant purchase order number.

5.3. All invoices shall be issued with amounts payable by the Customer in UK pounds sterling unless otherwise agreed by the parties under the Order.

5.4. Subject to condition 5.5, the Customer shall pay all non-disputed invoices within sixty (60) days of the date of a correctly rendered invoice unless the Public Contracts Regulations 2015 apply to the Customer's customer in which case the Customer shall make payment no later than the end of a period of thirty (30) days from the date on which the relevant invoice is regarded as valid and undisputed.

5.5. The Customer's obligation to make payment under condition 5.4 is conditional on receipt of payment from its customers and in no circumstance will the Supplier be paid by the Customer unless payment is first received by the Customer's customer.

5.6. All amounts payable by the Customer under the Contract are exclusive of VAT which shall be payable by the Customer subject to receipt of a valid VAT invoice.

5.7. If the Customer fails to make payment of a non-disputed invoice by the due date for payment then the Customer shall pay interest on the undisputed overdue sum from the due date until payment of the overdue sum at a rate of 1% per annum above the Bank of England's base rate from time to time.

5.8. The Customer may set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.

5.9. Subject to clause 5.10, the Supplier will be responsible for and will account to the appropriate authorities for all income tax liabilities and National Insurance contributions (NICs) or similar contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with fees and/or benefits provided as a result of the provision of the Deliverables and/or any payment or benefit received by personnel of the Supplier.

5.10. Where there is an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies under a Contract, the Customer will be permitted to make any such deductions for tax or NICs from the Charges as required by law in accordance with the determination made by the Customer.

5.11. If any claim, assessment or demand is made against the Customer for payment of any income tax or NICs or other similar contributions arising from or due in connection with the Contract, the Supplier will, where such recovery is not prohibited by law, indemnify the Customer against any such claim, assessment or demand. The Supplier will further indemnify the Customer against all costs and expenses and any penalty, fine or interest incurred or payable or paid by the Customer in connection with or in consequence of any such claim, assessment or claim.

5.12. The status of the Supplier will be that of an independent contractor and as such the Supplier and Supplier personnel and/or anyone else who works for the Supplier will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from the Customer.

5.13. The Supplier will be fully responsible for and will indemnify the Customer for and in respect of any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier personnel or anyone engaged by Supplier (including for the avoidance of doubt anyone engaged by a subcontractor of the Supplier) against the Customer arising out of or in connection with the provision of the Deliverables.

5.14. The Customer shall be entitled to deduct or withhold from any amounts payable to the Supplier under the Contract any taxes which the Customer is required to deduct or withhold by Applicable Law.
5.15. To the extent that any deduction or withholding is required by Applicable Law pursuant to Condition 5.14, the Customer shall: (i) make such deduction or withholding as required; and (ii) pay the relevant amount to the appropriate tax authority in accordance with Applicable Law.
5.16. The Customer shall not be required to increase or gross up Charges or otherwise compensate the Supplier for any deduction or withholding made in accordance Conditions 5.14 and 5.15.
5.17. The Supplier shall be responsible for all taxes properly chargeable on its income, profits or gains arising out of or in connection with the Contract. The Supplier shall, at its own cost, provide the Customer with such forms, certificates or other information as the Customer may reasonably require to benefit from any available exemption from, or reduction in, any deduction or withholding. The Customer shall have no liability for any failure by the Supplier to provide such documentation.
5.18. If the Supplier fails to provide any documentation required to reduce or eliminate a withholding tax, the Customer shall be entitled to apply the full rate of withholding required by law.

6. DATA PROTECTION AND INFORMATION SECURITY

6.1. The parties shall comply with Schedule 1 (Data Protection) and Appendix 1 (Information Security).

7. AUDIT AND RECORDS

7.1. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with its obligations under the Contract and permit the Customer and/or any persons appointed by the Customer to have access, with or without notice, during reasonable business hours to such records and any of the Supplier's premises and or materials, systems, documents and employees for the purposes of verifying compliance with the Supplier's obligations under the Contract.

8. COMPLIANCE LAWS

8.1. The Supplier shall:
8.1.1. comply at all times with Compliance Laws and the Supplier warrants and represents on a continuing basis to the Customer that neither the Supplier nor any of its employees, agents and subcontractors have breached and/or committed an offence under Compliance Laws and is not aware of any event which may give rise to a breach of Compliance Laws or an offence under Compliance Laws or an investigation into a breach of Compliance Laws;
8.1.2. not do or omit to do anything which may place the Customer in breach of the Compliance Laws;
8.1.3. have in place appropriate policies and procedures to avoid an offence under Compliance Laws or a breach of Compliance Laws by the Supplier or any of the Supplier's subcontractors and provide the Customer with evidence of such policies and procedures upon request along with any records the Supplier maintains to demonstrate compliance with the Compliance Laws;
8.1.4. notify the Customer immediately of any breach or non-compliance with Compliance Laws by the Supplier or any of the Supplier's employees, agents or subcontractors; and
8.1.5. comply with the Customer's policies and reasonable requests regarding Compliance Laws.
8.2. The Supplier acknowledges and agrees that any breach of this Condition 8 shall be a material breach of the Contract which is incapable of remedy.

9. INSURANCE

During the Term and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall provide the Customer with evidence of such cover upon request.

10. LIABILITY

10.1. Nothing within the Contract seeks to limit or exclude either Party's liability for:
10.1.1. death or personal injury caused by negligence;
10.1.2. fraud or fraudulent misrepresentation; or
10.1.3. any other losses which cannot be excluded or limited by Applicable Laws.
10.2. Subject to Condition 10.1, the maximum aggregate liability of the Customer under or in connection with each Contract (whether in contract, tort or otherwise) shall be limited to the Charges paid under the Contract.
10.3. Subject to 10.1, the Customer shall not be liable to the Supplier (whether in contract, tort or otherwise) for: (a) any indirect or consequential loss; or (b) loss of profit, loss of data, loss of revenue, loss of business, loss of opportunity, loss of anticipated savings, or loss of contract and goodwill (whether direct or indirect loss).

11. TERMINATION

11.1. Without limiting or affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
11.1.1. there is a change of Control of the Supplier; or
11.1.2. the Supplier's financial position deteriorates and in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
11.1.3. the Supplier commits a breach of Conditions 6 or 8.
11.2. Without limiting or affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
11.2.1. the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fifteen days after being notified to do so;
11.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
11.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
11.3. The Customer may terminate the Contract for convenience without liability to the Supplier on thirty (30) days' notice to the Supplier or upon such other notice specified in the Order provided that the Customer shall reimburse the Supplier for any Charges payable up to the point of termination.
11.4. Unless otherwise specified in a Contract, Customer shall have the right to terminate and/or partially terminate and/or reschedule specific Services relating to in-person or virtual training events in accordance with the following provisions:

Date of Cancellation/Rescheduling	Cancellation Fee (as % of Charges relating to the Cancelled Services)	Re-scheduling Fee (as % of Charges relating to the Rescheduled Services)
10 or more Business Days prior to the start of the course	0%	0%
9 – 5 clear Business Days prior to the start of the course	50%	25%
Fewer than 5 Business Days prior to the start of the course	100%	100%

11.5. For in-person or virtual training events Customer shall have the right to substitute individuals attending the training at any point prior to the date of training at no additional cost provided that all individuals attending the course meet course requirements.

12. CONSEQUENCES OF TERMINATION

12.1. On termination or expiry of the Contract for any reason the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for the safe keeping of all Deliverables and Customer Materials and will not use them for any purpose not connected to the Contract.
12.2. Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.
12.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

13. FORCE MAJEURE

13.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. If a Force Majeure

Event continues for thirty (30) days, the party not affected may terminate the Contract by giving notice to the affected party.

13.2. The Supplier shall use all reasonable endeavours to mitigate the effects of a Force Majeure event and bring it to an end as soon as practicable.

14. ASSIGNMENT AND OTHER DEALINGS

14.1. The Customer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract including to any the Customer Affiliate.

14.2. The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Customer.

14.3. During the Term of the Contract and for a period of six months thereafter, the Supplier will not and will procure that its officers, employees, personnel and subcontractors will not:

14.3.1. provide services in competition with the Customer directly or indirectly to any Customer client with whom or which the Supplier has had direct contact through its work with the Customer; or

14.3.2. solicit or entice away from the Customer, whether directly or indirectly, any employee, agent, contractor, subcontractor of the Customer or any the Customer client known to the Supplier through its work with the Customer.

15. CONFIDENTIALITY

15.1. Each party undertakes that it shall not disclose to any person any Confidential Information of the other party, except as permitted by Condition 15.2.

15.2. Each party may disclose the other party's Confidential Information:

15.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers and in the case of the Customer its Affiliates (including their directors, officers, employees and advisors), in each case having a need to know in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information keep the Confidential Information confidential; and

15.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

16. GENERAL

16.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Nothing in the Contract purports to limit or exclude any liability for fraud or fraudulent misrepresentation.

16.2. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties' authorised representatives.

16.3. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.4. If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Contract. If any provision or part-provision of this Contract is deemed deleted under this Condition 16.4, the parties shall negotiate in good faith to agree a replacement.

16.5. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract provided that any Affiliate of the Customer shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to terminate, rescind or vary the Contract or any provision of it.

16.6. The Conditions may be updated and/or amended from time to time by the Group and updated terms shall be made available to the Supplier at: https://www.qa.com/legal-privacy/

16.7. Any updates to these Conditions in accordance with Condition 16.6 shall only apply to Contracts entered into following the date of variation.

17. NOTICES

17.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be 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).

17.2. A notice or other communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; or 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.

17.3. This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

18. EXPORT CONTROL AND SANCTIONS

18.1. The Supplier shall comply with all applicable export control and economic sanctions laws and regulations of the United Kingdom, the European Union, the United States and any other relevant jurisdiction ("**Trade Laws**") in the performance of the Contract.

18.2. The Supplier represents, warrants and undertakes that:

18.2.1. neither it, nor any of its affiliates, officers or ultimate beneficial owners are subject to any sanctions or restrictions under applicable Trade Laws;

18.2.2. the provision of the Deliverables by the Supplier to the Customer does not, and will not, violate any Trade Laws; and

18.2.3. it has obtained, or shall obtain in a timely manner, all licences, consents and approvals required for the export, re-export or supply of the Deliverables to the Customer.

18.3. The Supplier shall promptly notify the Customer if at any time it becomes aware of any actual or potential breach of Trade Laws in connection with the Contract, or if any licence or authorisation required for performance is denied, suspended or revoked.

18.4. The Supplier shall not suspend, delay or refuse performance of its obligations under the Contract on the grounds of compliance with Trade Laws unless it is legally required to do so, and shall use all reasonable endeavours to mitigate any such impact, including by seeking appropriate licences or alternative means of performance.

18.5. The Supplier shall indemnify and keep indemnified the Customer against any liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any breach by the Supplier of this Condition 18.

18.6. The Supplier shall provide, at its own cost, such information, documentation and assistance as the Customer may reasonably require to enable the Customer to comply with its own obligations under Trade Laws.

18.7. The Customer shall not be responsible for obtaining any export licences or authorisations relating to the supply of the Deliverables by the Supplier, except to the extent expressly agreed in writing.

19. GOVERNING LAW AND JURISDICTION

19.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with:

Customer Registered Address:	**Governing Law:**
UK and EEA	The laws of England and Wales
US	The laws of the State of Delaware
All other territories	The laws of England and Wales

without regard to the jurisdiction's conflicts of laws provisions.

19.2. Each party irrevocably agrees that the courts of:

Customer Registered Address:	**Courts of:**
UK and EEA	England and Wales
US	Delaware
All other territories	England and Wales

shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 1 – DATA PROTECTION

1. Definitions and Interpretation

1.1. For the purposes of this Schedule, the terms "controller", "processor", "data subject", "personal data", "processing" (and any derivatives thereof) and "appropriate technical and organisational measures" have the meanings given in Data Protection Legislation and the following terms shall have the following meanings:

Agreed Purpose: means the provision or receipt (as applicable) of Deliverables under the Contract.

Business Contact Details: means personal data confined to the following categories of information relevant to the following categories of data

subject: (a) business names; (b) basic personal details; and (c) contact details, in each case of the parties' personnel used to administer the Contract.

Data Discloser: means either party when it discloses personal data to the other party in connection with the Agreement.

Data Privacy Framework ('DPF'): means the EU–U.S. Data Privacy Framework, together with its UK Extension and the Swiss–U.S. Data Privacy Framework, allowing personal data to be transferred to certified U.S. organisations in compliance with applicable data protection laws.

DPF Principles: means the Data Privacy Principles issues by the U.S. Department of Commerce;

Data Protection Legislation: means all applicable data protection, privacy and electronic communications laws in the United Kingdom, the European Union and the United States, and any national implementing laws regulations and secondary legislation made under them each as amended or re enacted and in force from time to time, including but not limited to: (i) the UK Data Protection Legislation; (ii) the General Data Protection Regulation ((EU) 2016/679) ("GDPR"); (iii) the Directive on Privacy and Electronic Communications (Directive 2002/58/EC), and (iv) any relevant United States federal and state privacy laws, including the Electronic Communications Privacy Act, as amended ("ECPA") and the California Consumer Privacy Act of 2018 (as amended, "CCPA").

Data Protection Losses: means all liabilities and other amounts, including all: (a) costs (including legal and professional costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); (b) loss or damage to reputation, brand or goodwill; (c) costs and expenses of investigation and remediation; (d) to the extent permitted by Applicable Laws: (i) administrative fines, penalties, sanctions, liabilities or other remedies; (ii) compensation paid to any data subject; and (iii) costs and expenses of compliance with investigations by a data protection supervisory authority; and (e) the costs and expenses of loading the Customer Data to the extent the same are lost, damaged or destroyed, and any loss or corruption of the Customer (including the costs and expenses of rectification or restoration of the Customer Data).

Data Recipient: means either party when it receives personal data from the other party in connection with the Agreement.

EU Standard Contractual Clauses: means the contractual clauses annexed to the EU Commission Decision 2021/914/EU or any successor clauses approved by the EU Commission;

IC: means the UK Information Commission.

Permitted Jurisdiction: means a country or territory (a) in the case of any transfer from the EEA or the UK (unless otherwise stated by the UK government or the IC), in respect of which the European Commission has issued a finding of the adequacy of the protection of personal data; or (b) in the case of any transfer from the UK, which the UK Secretary of State has specified the standard of protection provided for data subjects with regard to the general processing of personal data is not materially lower than the standard required under UK law.

Permitted Recipients: means the parties to the Contract, the employees of each party and any third parties engaged to perform obligations in connection with the Contract.

Customer Data: means all data and information that falls within any one or more of the following categories: (a) Shared Personal Data; (b) data and information the Customer provides or makes available to the Supplier under the Contract; and/or (c) data and information obtained, created, generated or compiled in connection with the performance of the Contract.

Restricted Transfer: (i) where the GDPR applies, a transfer of personal data from the EEA either directly or via onward transfer, to any country or recipient outside of the EEA which is not a Permitted Jurisdiction; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom either directly or via onward transfer, to any country or recipient outside of the UK which is not a Permitted Jurisdiction;

Restricted Transfer Terms: means the EU Standard Contractual Clauses and the UK SCC Addendum;

Shared Personal Data: has the meaning given in clause 3.1.

Sub-processor: means a third party engaged by a processor (or any other Sub-processor) to carry out processing activities on behalf of the relevant controller.

UK Data Protection Legislation: means all applicable laws and regulations in the UK relating to the processing of personal data, including the UK GDPR and the Data Protection Act 2018.

UK-US Data Bridge: means the UK Extension to the EU-US Data Privacy Framework;

UK GDPR: means the GDPR as incorporated into UK law in accordance with the European Union (Withdrawal) Act 2018.

UK SCC Addendum: means the International Data Transfer Addendum (IDTA) to the EU Standard Contractual Clauses issued by the ICO.

1.2. The following rules of interpretation shall apply to this Schedule: (a) references to a clause or Appendix is to a clause of, or an Appendix to, this Schedule unless expressly stated otherwise; (b) reference to legislation or a legislative provision is a reference to it as amended from time to time and shall include all subordinate legislation; (c) any words following the terms "including", "include", "in particular", or "for example" shall not limit the sense of the words preceding those terms; and (d) a reference to writing or written does not include email.

2. Conflicts

2.1. To the extent that any of the terms of the Contract are inconsistent or conflict with the terms of this Schedule, the terms of this Schedule shall prevail to the extent required in order for the parties to comply with Data Protection Legislation.

3. Parties acting as independent controllers

3.1. The terms of this clause 3 shall apply: (i) to the processing by either party of Business Contact Details disclosed by the other party under the Contract; and (ii) to the extent that either party acts as a controller in relation to other personal data disclosed by the other party in connection with the Contract (such personal data together with any Business Contact Details processed under the Contract being "Shared Personal Data").

3.2. In relation to Shared Personal Data disclosed by the Data Discloser, the Data Recipient shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Agreement with immediate effect.

3.3. The Data Recipient shall process Business Contact Details disclosed by the Data Discloser for the Agreed Purpose only.

3.4. Each party shall:

3.4.1. ensure that it has satisfied a statutory ground under the Data Protection Legislation permitting it to transfer the Shared Personal Data to the Data Recipient and the Permitted Recipients (in the case of Business Contact Details, for the Agreed Purpose);

3.4.2. ensure that it has delivered to the data subjects such information as is required by Data Protection Legislation including the fact that the Data Discloser is sharing Shared Personal Data with the Data Recipient (or a category of recipients which includes the Data Recipient) and the purposes of the data transfer;

3.4.3. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including appropriate confidentiality and data security obligations) which are no less onerous than those imposed by this Schedule; and

3.4.4. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data.

3.5. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation relevant to Shared Personal Data processed in connection with the Agreement. In particular, each party shall:

3.5.1. promptly inform the other party about the receipt of any data subject access request;

3.5.2. provide the other party with reasonable assistance, at the other party's cost, in complying with any data subject access request;

3.5.3. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party (to the extent possible and legally permitted), provided that such consultation shall not affect and be without prejudice to the party's ability to respond to the data subject access request within the time period required by Data Protection Legislation;

3.5.4. provide the other party with reasonable co-operation and assistance, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to the relevant personal data; and

3.5.5. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation (providing such details as the other party may reasonably request).

3.5.6. The Data Discloser warrants that:

3.5.7. to the best of the Data Discloser's knowledge, the Shared Personal Data it discloses to the Data Recipient is accurate and up to date; and

3.5.8. the Data Recipient's processing of the Shared Personal Data will not cause the Data Recipient to breach any Data Protection Legislation.

4. Other processing activities

4.1. The terms of this clause 4 shall apply to the extent that: (i) the Customer acts as a controller of personal data it discloses to the Supplier in connection with the Contract and the Supplier acts as a processor in relation to the personal data; or (ii) the Customer acts as a processor of personal data it discloses to the Supplier in connection with the Contract and the Supplier acts as a Sub-processor of the Customer in relation to the personal data.

4.2. The Order shall specify the: (i) subject-matter of the processing; (ii) duration of the processing; (iii) nature and purpose of the processing; (iv) categories of personal data; (v) categories of data subject; and (vi) the Supplier's relevant technical and organisational security measures.

4.3. The Supplier acknowledges (i) it shall only be a processor in respect of the personal data described in the Order; and (ii) shall review the Order no less than once every twelve (12) months to ensure that it remains up-to-date.

4.4. The Supplier shall in relation to personal data that it processes on behalf of the Customer as a processor or Sub-processor:

4.4.1. process the personal data only on the documented instructions of the Customer as set out in the Contract, unless required to do otherwise by Applicable Laws. If the Supplier is of the opinion that any instruction given by the Customer breaches Data Protection Legislation, the Supplier shall inform the Customer of this;

4.4.2. ensure that its personnel who are authorised to process data are under appropriate obligations of confidentiality;

4.4.3. implement appropriate technical and organisational measures in accordance with Article 32 of the GDPR or Article 32 of the UK GDPR (as applicable) in order to ensure an appropriate level of security for the personal data;

4.4.4. assist the Customer by implementing appropriate technical and organisational measures for the fulfilment of the Customer's obligation to respond to requests for exercising data subject rights;

4.4.5. provide assistance to the Customer in ensuring compliance with the Customer's obligations in Articles 32-36 of the GDPR or Articles 32-36 of the UK GDPR (as applicable);

4.4.6. either: (i) destroy the personal data; or (ii) return the personal data to the Customer, upon termination or expiry of the Contract (subject to any legal obligation that requires such personal data to be retained);

4.4.7. provide the Customer with such information as the Customer may reasonably request to demonstrate compliance with its obligations under this clause 4; and

4.4.8. be entitled to process or transfer personal data outside of the EEA or the UK (as the case may be) where: (i) the recipient is located in a Permitted Jurisdiction; or (ii) the Supplier maintains active certification under the Data Privacy Framework; or (iii) with the consent of the Customer and in such cases the transfer shall be subject to the Restricted Transfer Terms.

4.4.9. For the purposes of Condition 4.4.8(iii) and 4.5 the Restricted Transfer Terms shall be deemed entered into (and incorporated into this Schedule by reference) and completed as follows:

EU Standard Contractual Clauses

(i) Module Two (Controller to Processor) shall apply where the Customer is a Controller of Shared Personal Data and the Supplier is processing Shared Personal Data;

(ii) Module Three (Processor to Processor) shall apply where the Customer is a Processor of Shared Personal Data and the Supplier is a sub-processor of Shared Personal Data;

(iii) Clause 7 of the EU Standard Contractual Clauses (Optional Docking Clause) shall not apply;

(iv) In Clause 9 of the EU Standard Contractual Clauses Option 1 shall apply and the time period for notice of Sub-Processors shall be two months;

(v) The Optional Language within Clause 11 of the EU Standard Contractual Clauses shall not apply;

(vi) In Clause 17 of the EU Standard Contractual Clauses Option 1 shall apply and the EU Standard Contractual Clauses shall be governed by Irish law;

(vii) In Clause 18(b) of the EU Standard Contractual Clauses disputes shall be dealt with by the courts of Ireland;

(viii) Annex I of the EU Standard Contractual Clauses shall be deemed completed with the information specified in the information provided on the Order;

(ix) Annex II of the EU Standard Contractual Clauses shall be deemed completed with the obligations specified in Appendix 1 and any additional information provided in the Order; and

(x) Annex III of the EU Standard Contractual Clauses shall be deemed completed with the information specified in the Order

4.5. The parties agree UK-US Data-Bridge shall apply to Restricted Transfers from the UK provided that: (i) the Supplier maintains active certification under the DPF including the UK Extension; (ii) the Supplier Processes Personal Data in compliance with the DPF Principles; (iii) any recipient of Personal Data is self-certified under the UK-US Data Bridge and listed on the Data Privacy Framework list maintained by the U.S. Department of Commerce; and (iv) the Supplier promptly notifies the Customer if its certification lapses or is withdrawn.

4.6. The parties agree that where the UK-US Data Bridge is invalid the UK SCC Addendum shall apply to Restricted Transfers from the UK and the UK SCC Addendum shall be deemed entered into (and incorporated into this Schedule by reference), as set out in Appendix 2.

4.7. In the event that any provision of this Schedule contradicts directly or indirectly with the EU Standard Contractual Clauses or the UK SCC Addendum, the provisions of the applicable EU Standard Contractual Clauses or the UK SCC Addendum shall prevail over the terms of this Schedule.

4.8. Where the UK_US Data Bridge is invalid ,if the Supplier is located outside the UK or the EEA but not in a Permitted Jurisdiction, the Restricted Transfer Terms shall govern the transfer of personal data by the Customer to the Supplier under the Contract and the Customer and the Supplier agree to be bound by the Restricted Transfer Terms as data exporter and data importer respectively.

4.9. The Supplier may only engage Sub-processors with the consent of the Customer and under the condition that the Supplier:

4.9.1. requires Sub-Processors to enter into a written agreement on substantially the same terms as those set out in this clause 4;

4.9.2. remains fully liable to the Customer for the performance of its Sub-Processors' obligations;

4.9.3. commits to provide a list of its Sub-Processors to the Customer upon request; and

4.9.4. will inform the Customer, prior to the appointment of a new Sub-Processor, so as to give the Customer an opportunity to object to the change, which the parties shall discuss in good faith.

4.10. The Supplier shall indemnify the Customer against all Data Protection Losses suffered or incurred by the Customer arising out of a breach by the Supplier of this clause 4.

APPENDIX 1 – INFORMATION SECURITY

1. PRECEDENCE

1.1. The Parties agree that to the extent of any conflict or inconsistency between the terms of the Agreement and the terms of this Appendix 1, the terms of this Appendix 1 shall prevail.

2. STANDARDS AND POLICIES

2.1. The Supplier shall:

2.1.1. have in place an information security policy which covers the scope of the Services and meets applicable industry best practices and standards, e.g. ISO27001 (the "Security Policy");

2.1.2. ensure the Security Policy is reviewed at least annually by the Supplier and effectively communicated to all relevant staff and/or contractors;

2.1.3. notify the Customer of any material changes in the Security Policy and any other policies which may have an impact on the security of the Customer information or data;

2.1.4. ensure policies including the Security Policy are aligned to the ISO27001 standards;

2.1.5. have and maintain a Cyber Essential certification that covers the scope of the Services where applicable; and

2.1.6. have a documented IT asset disposal policy.

2.2. The Supplier shall ensure the provision of sufficient resources, skills and facilities to meet its responsibilities under this Appendix including by allocating ultimate responsibility for compliance with information security standards to a suitably senior role within the organisation.

2.3. The Supplier shall provide details to the Customer of those responsible for information security within the Supplier's organisation including where applicable the direct details of the Supplier's information security team.

2.4. The Supplier shall have in place an acceptable use policy for the use of Supplier systems including email and internet; such policy shall at a minimum cover misuse of resources and the downloading and installing of unauthorised software.

2.5. The Supplier must document and maintain a Security and Risk Management Framework, which confirms that key systems including applications, databases, servers, networking equipment, and security technologies and software log key events.

2.6. The Supplier must review and update the Risk Management Framework no less frequently than annually.

2.7. Where the Supplier's staff require access to the Customer systems, the Supplier shall procure that all such personnel comply with the Customer's policies and procedures relating to systems and data as provided from time to time.

3. RECORDS, AUDIT AND NOTIFICATIONS

3.1. The Supplier shall:

3.1.1. conduct internal and external audits of its security controls, Security Policy compliance and compliance with other policies relating to information and data security;

3.1.2. make the results of any audits undertaken pursuant to these terms available upon request;

3.1.3. permit the Customer to audit the Supplier's compliance with this Information Security Appendix upon reasonable notice;

3.1.4. notify the Customer promptly and in any event within 24 hours of becoming aware of any incident that could or has impacted the security of the Customer's information or data;

3.1.5. maintain detailed logs of the location of the Customer data and information and have the ability to isolate the data and information where required by the Customer or where necessary to protect its integrity or confidentiality; and

3.1.6. maintain a complete inventory of the assets which store and process the Customer data and information and make the same available to the Customer upon request.

4. DATA DELETION

4.1. The Supplier shall ensure:

4.1.1. it has the ability to sanitize computing resources of data once the Customer has exited the Supplier environment; and

4.1.2. it has processes and procedures in place for the secure deletion of the Customer data (for example degaussing or cryptographic wiping) upon request by the Customer and within 60 days of termination of the Agreement.

4.1.3. Within 60 days of termination of the Agreement the Supplier shall provide a copy via secure transfer methods of all the Customer data held by the Supplier.

5. DATA ACCESS

5.1. The Supplier shall ensure that people that that are not directly involved in the provision of the Services shall not have unsupervised access to the the Customer Data or systems involved in the provision of Services to the Customer.

5.2. The Supplier shall have in place robust systems and processes for individuals which may have access to the Customer data or information including:

5.2.1. pre-employment checks of such individuals in accordance with best industry practice;

5.2.2. ongoing employment checks for such individuals at appropriate periodic intervals;

5.2.3. comprehensive training relating to fraud, data protection and information security;

5.2.4. suitable employment contract provisions dealing with confidentiality and data security requirements;

5.2.5. formal disciplinary procedures for those employees involved in any non-compliance with policies or processes relating to information security; and

5.2.6. appropriate access permissions for individuals for both system and network access.

5.3. The Supplier shall ensure that all access rights are monitored including:

5.3.1. by having in place procedures for removal or granting of access for leavers and joiners;

5.3.2. documentation of access rights for individuals with additional access rights;

5.3.3. approval of access rights by senior individuals within the Supplier organisation; and

5.3.4. by ensuring all admin accounts are configured to require password change on a regular basis and by ensuring all persons with such accounts are notified of the need for strong passwords.

5.4. The Supplier shall ensure that event logs are protected to avoid unauthorised changes and that integrity checks are completed to detect any unauthorised access to data.

5.5. The Supplier shall conduct a review no less frequently than annually of all system users and administrators access rights to the Customer and Supplier data.

5.6. The Supplier shall not use or re-produce the Customer data other than for provision of the Services or as authorised by the Customer.

6. SECURITY

6.1. The Supplier shall at all times throughout the Term take appropriate measures to guard against unauthorised or unlawful processing of the Customer data and against accidental corruption, loss or destruction of or damage to the Customer data.

6.2. The Supplier shall ensure that all remote login access to any network is encrypted and uses multi-factor authentication

6.3. The Supplier shall have appropriate operational security risk management processes and procedures in place for the identification, mitigation and management of security risks as they pertain to the Services.

6.4. The Supplier shall have in place robust systems and tools to protect the Customer data and information from malicious attack including: (i) Firewalls; (ii) ADS/IPS; (iii) Anti-virus and anti-malware; (iv) DDoS protection; and (v) Monitoring and alerting systems,
and the Supplier shall upgrade such systems and tools in accordance with best industry practice.

6.5. The Supplier shall ensure:

6.5.1. malware protection is installed and active on all computers which store the Customer data and that such malware protection software is configured to perform regular scans of all files;

6.5.2. personal firewall is configured to disable unapproved connections by default;

6.5.3. it has in place Unified Threat Management and Intrusion Detection Systems and ensure appropriate procedures are in place to deal with any issue which may trigger such systems;

6.5.4. it has appropriate rules in place which allow the passage of traffic through firewalls, monitor such rules on an ongoing basis and ensure that all services which are typically vulnerable to attack are disabled;

6.5.5. it has in place suitable Data Loss Prevention systems which provide alerts upon the potential or actual loss of the Customer data;

6.5.6. it does not use any portable storage devices (other than laptops, mobile phones and tablets) to store the Customer data; and

6.5.7. that Domain Lock is implemented to prevent unauthorised DNS changes where DNS servers are hosted externally.

6.6. Where relevant the Supplier shall:

6.6.1. provide encryption options such as HTTPS/SSH or SFTP to the Customer in order to protect the Customer data;

6.6.2. make available encryption for the Customer data in transit and at rest; and

6.6.3. ensure all mobile devices are configured with storage encryption.

6.7. The Supplier shall:

6.7.1. conduct regular (which shall not be less frequently than annually and upon each major release) vulnerability and penetration testing;

6.7.2. make the results of vulnerability and penetration testing available to the Customer promptly following such tests taking place;
6.7.3. allow the Customer to undertake its own vulnerability assessment of the Supplier's infrastructure and the Supplier shall provide all reasonable assistance to the Customer when the Customer are conducting such assessment;
6.7.4. have in place appropriate checks and procedures which notify the Supplier in the event of unauthorised software installation;
6.7.5. implement end-to-end layer encryption to protect the transmission of passwords within any systems which are part of the Services provided to the Customer;
6.7.6. ensure that activities relating to privileged accounts are logged and reviewed regularly;
6.7.7. ensure it does not operate any software or infrastructure in connection with the Services which is out of support or which deemed end of life; and
6.7.8. have in place processes and procedures to ensure any vulnerabilities are patched promptly following identification.
6.8. If the Supplier provides a system or application with password protection it shall ensure a robust password policy is in place and made known to system users and shall ensure processes and procedures are in place to avoid passwords being known by any other individual including encryption and screen locks.
6.9. The Supplier shall ensure policies and procedures are in place to ensure the security of any premises from which Services are provided from or which the Customer data is stored and where appropriate the Supplier shall ensure appropriate screening measures which may include a security guard, badge reader, electronic lock and/or a monitored CCTV are used.
6.10. If the Services involve the development of software or code the Supplier shall:
6.10.1. implement a Development Framework and develop applications using secure design and coding practices;
6.10.2. ensure developed software does not contain any malicious code or virus or any similar element or any code which is known to be susceptible to the same;
6.10.3. ensure code is stored securely to prevent unauthorised changes;
6.10.4. use source-code analysis tools to detect and code security defects;
6.10.5. undertake penetration testing of any software or code developed;
6.10.6. ensure software does not contain any OWASP vulnerabilities;
6.10.7. ensure there is a physical segregation between test and production environments;
6.10.8. have in place a formal change management and release control processed; and
6.10.9. receive consent from the Customer prior to using live data in a non-production environment.
6.10.10. Acceptance criteria for any new information systems, upgrades and new versions shall be established and agreed with the Customer and suitable tests of the system(s) shall be carried out during development and prior to acceptance.
6.11. Without prejudice to the other requirements of this Appendix 1, if the Services involve cloud services the Supplier shall:
6.11.1. have robust policies and procedures in place to ensure the security of any the Customer data held in the cloud;
6.11.2. have in place robust policies and procedures dealing with security, deployment and management of cloud services;
6.11.3. undertake thorough due diligence on cloud suppliers and notify the Customer of any concerns, deficiencies or weaknesses prior to use;
6.11.4. ensure risks in using the cloud services are notified to the Customer and mitigated to the maximum extent possible;
6.11.5. ensure the cloud services provider is ISO27001 certified and Cyber Essentials certified;
6.11.6. ensure appropriate background checks are undertaken on all persons with access to the Customer data held in the cloud;
6.11.7. ensure that the Customer data is appropriately segregated from the Supplier's other customers' data;
6.11.8. have in place appropriate protection and authentication tools for the access of the cloud services;
6.11.9. have in place protection to ensure cloud data cannot be accessed without the Supplier's consent;
6.11.10. ensure cloud services are tested for vulnerabilities and are regularly updated to ensure vulnerabilities are remediated;
6.11.11. ensure data is appropriately encrypted in transit and at rest including by using TLS1.2 and AES 256 or equivalent;
6.11.12. have in place appropriate firewalls to protect cloud services;
6.11.13. have in place robust security alerting capabilities for the cloud services; and
6.11.14. ensure cloud services are regularly vulnerability tested.

7. INCIDENT MANAGEMENT

7.1. The Supplier shall:
7.1.1. have in place a robust security incident management policy which is implemented upon the occurrence of any security incident or risk;
7.1.2. notify the Customer promptly (and in any event within 24 hours of becoming aware) and keep the Customer updated upon the occurrence of any data security incident;
7.1.3. provide the Customer with such information and assistance the Customer reasonably requires to understand the scale and scope of any security incident and to remediate its impact;
7.1.4. deal with any security incident in accordance with best industry standards including by using appropriate forensic investigation tools;
7.1.5. have in place appropriate business continuity plans to ensure the continuity of the Services despite any security incident;
7.1.6. ensure that business continuity plans are ISO22301 certified or meet the same standards;
7.1.7. conduct regular business continuity tests and inform the Customer of the results of the same;
7.1.8. promptly remedy any deficiencies highlighted by the business continuity testing;
7.1.9. ensure that the Customer data is appropriately backed up and is capable of restoration upon loss or damage;
7.1.10. ensure all back up data is appropriately stored to the same standards as other data; and
7.1.11. notify the Customer of any changes to business continuity plans or processes which may have an impact on the Services.
7.2. The Supplier shall ensure that all the Customer data is restored within two business days of loss, destruction, or unauthorised alteration.

8. **CHANGES**

8.1. The Supplier acknowledges that the Customer may be required to update this Appendix 1 from time to time to deal with changes in Applicable Laws, any new security threats or a change in the Supplier's or the Customer's business and as such the Supplier agrees to comply with any updated version of this Appendix 1 as provided by the Customer to the Supplier from time to time.

APPENDIX 2 – UK STANDARD CONTRACTUAL CLAUSES ADDENDUM

This Appendix 2 hereby incorporates Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 28 January 2022, as it is revised under Section 18 of those Mandatory Clauses.

The following tables set out the information required by Part 1 of the Approved Addendum:

Start date	commencement of the Contract	
The Parties	**Exporter (who sends the Restricted Transfer)**	**Importer (who receives the Restricted Transfer)**
Parties' details	Full legal name: As set out in the Order Trading name (if different): N/A Main address (if a company registered address): As set out in the Order Official registration number (if any) (company number or similar identifier): As set out in the Order	Full legal name: As set out in the Order Trading name (if different): N/A unless specified on the Order Main address (if a company registered address): As set out in the Order Official registration number (if any) (company number or similar identifier): As set out in the Order
Key Contact	Full Name (optional): As set out in the Order Job Title: As set out in the Order Contact details including email: As set out in the Order	Full Name (optional): As set out in the Order Job Title: As set out in the Order Contact details including email: As set out in the Order
Signature (if required for the purposes of Section 2)	The Exporter confirms agreement to be bound by this UK Standard Contractual Clauses Addendum by entering into the Contract.	The Importer confirms agreement to be bound by this UK Standard Contractual Clauses Addendum by entering into the Contract.

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCC	☒ The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any): Or ☐ the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum: N/A

Table 3: Appendix Information

"**Appendix Information**" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: As specified on the Order
Annex 1B: Description of Transfer: See Contract
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: The Supplier will implement appropriate technical and organisational measures in accordance with Appendix 1 and the Order.
Annex III: List of Sub processors (Modules 2 and 3 only): See Order

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: ☐ Importer ☐ Exporter ☒ neither Party