These General Terms ("**General Terms**") are entered into by and between the relevant Viatel group entity as set out in the Order Form or SoW and the Customer (each a "**Party**" and together the "**Parties**"). The contract between the Parties is comprised of these General Terms, together with each document that references or is referenced by these General Terms ("**Agreement**").

1. DEFINITIONS

In this Agreement the following words have the following meanings:

"Affiliate"	means any direct or indirect Holding Company or Subsidiary Company of the relevant entity. A company is a "**Subsidiary**" of another company, if the latter company ("**Holding Company**"): (a) holds a majority of the voting rights in it; or (b) is a member of it and has the right to appoint or remove a majority of its board of directors; or (c) is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it.
"Applicable Law"	means any applicable laws, regulations or binding codes in each case in force in any jurisdiction (or amended from time to time), that apply to the provision or receipt of a Service
"Customer Data"	means any information, materials, or data provided to the Supplier by (or on behalf of) the Customer or its users in relation to the Services.
"**Customer Infrastructure**"	means the Customer's systems and technical infrastructure, including those systems that directly or indirectly interface and/or are interoperable with, and/or impact on, the Services, and which are not under Supplier's management and control and explicitly identified as Supplier's responsibility under this Agreement, including Resold Services but excluding the Third Party Connectivity Infrastructure.
"Agreement"	means these General Terms & Conditions, the Order Form, and the Schedules.
"Costs"	means costs, liabilities, penalties, and charges.
"Deliverables"	means the output/deliverables in respect of the Services, excluding any Materials.
"Effective Date"	means the contract date specified in the Order Form.
"Fees"	means the fees and charges specified in the Order Form and the SOW(s).
"GTC"	means these General Terms & Conditions.
"Initial Term"	means the period starting on the Live Date and lasting for the Minimum Term.
"Intellectual Property Rights"	means all copyrights (including copyright in computer software), database rights, rights in inventions, patent applications, patents, trademarks, trade names, know-how, service marks, design rights (whether registered or unregistered), trade secrets, rights in confidential information and all other industrial or intellectual property rights of whatever nature for the full duration of such rights, including any extensions or renewals.
"Internal Use"	means internal use only in the ordinary course of the Customer's business and for the use(s) envisaged in the Supplier's published marketing materials relating to the Services and/or Project Services (as applicable).
"Live Date"	means the date from which the delivery of Services by the Supplier shall commence, which date shall be notified to

	the Customer by the Supplier and shall fall after completion of any associated and preparatory Project Services such as migration services.
"Materials"	means any tangible materials delivered by Supplier to the Customer under this Agreement or any SOW(s).
"Minimum Term"	means the initial minimum period of months or years specified in relation to individual Services, as set out on the Order Form.
"Order Form" or "Order"	means an order form signed by the Supplier and the Customer and referring to these General Terms and Conditions.
"Product"	means hardware or perpetual licenses sold by the Supplier to the Customer.
"Project Services"	means professional services to be delivered by the Supplier as set out in the Order Form and/or any SOW, including for example any migration services set out in such documents.
"**Remaining Term Fees**"	Shall have the meaning ascribed thereto in clause 8.6
"Renewal Term"	means a one-year period beginning on (i) the first day immediately following the end of the Initial Term or (ii) any anniversary thereof.
"Resold Services"	means software and/or services provided to the Customer directly by Vendors under the terms of Vendor Agreements, if and to the extent such Vendors, software and/or services are specified on the Order Form.
"Schedules"	means any schedules affixed to or referenced within the Agreement by the Supplier.
"Services"	means Viatel group services delivered by the Supplier under this Agreement including the Project Services.

"Service Schedule"	means a Viatel Service Schedule as described on the Order Form, relating to associated Service or Product.
"SLA"	means a service level agreement set out in a separate Service Schedule for the relevant Service.
"SOW or "Statement of Work"	means a statement of work specifying one-off / fixed term professional services to be delivered by the Supplier as set out in the Order Form and/or any freestanding statement of work signed by the parties from time to time.
"**Sub-Processor"**	means a Supplier Affiliate or Supplier's supplier or subcontractor whom Supplier engages to Process Customer Personal Data for the purposes of this Agreement.
"Supplier"	means the Viatel group entity specified as 'Supplier' in the Order Form.
"System Access"	the local and wide area access to the Customer Infrastructure as required by the Supplier in order to provide the Services pursuant to this Agreement.
"Third Party Connectivity Infrastructure"	where not provided by the Supplier, means the internet, telecommunications links, broadband and/or third-party software, and systems which are neither owned or supplied by the Supplier or the Customer and which connect the Services to wide area networks.
"Vendor(s)"	means, if and to the extent specified on the Order Form, third party software and/or services vendor(s) in relation to which (a) the Supplier is a reseller and (b) Customer contracts directly with such vendor(s) to receive such third-party software and/or services.

"Vendor Agreements"	means contracts formed between Vendor(s) and Customer for entitlement to Resold Services.

2. SERVICES

2.1 Services will be provided by Supplier to Customer pursuant to this Agreement to the extent that such Services are specified in the Order Form. The remaining provisions of this Clause 2 are expressly subject to the foregoing.

2.2 From the Live Date:

(i) the Supplier shall provide Services substantially in accordance with the relevant Service Schedule with reasonable skill and care in accordance with good industry practice, subject to the terms of this Agreement. The Supplier shall use its reasonable endeavours to meet the timescales specified in the SLA.

(ii) subject to the Customer complying at all times with the terms of this Agreement, the Supplier grants to the Customer a non-exclusive non-transferable licence: (a) for the duration of this Agreement to permit its authorised users to receive and use the Services for the Permitted Purpose and at all times in compliance with the Law, subject to the commercial parameters set out in the Order Form; and (b) to use the Materials and Deliverables for Internal Use.

2.3 The Supplier shall not be responsible for any failure to provide Services as a result of (a) a failure by the Customer to comply with its responsibilities under this Agreement (b) errors in or corruption of the Customer Infrastructure, Third Party Connectivity Infrastructure, and/or the Customer's data; and/or (c) the occurrence of a Suspension Event.

2.4 The Supplier reserves the right at its sole discretion to suspend any Services (i) in the event of a material breach by the Customer of the terms of this Agreement which is capable of cure and not cured by the Customer on 30 days notice , or (ii) on 7 days' notice for failure to pay the Fees in accordance with Clause 6) (a "**Suspension Event**").

2.5 In the event of a failure by the Supplier to provide Services in accordance with this Agreement, the Supplier will, at its expense, use all reasonable commercial efforts to correct any such failure(s) promptly in accordance with the SLA. Nothing in this Clause 2.5 purports to limit the Supplier's liability for any failure of the Supplier to comply with this Clause 2 (for which the provisions of Clause 12 shall apply).

2.6 If the Customer exceeds the commercial parameters in the Order Form relating to Services (e.g., such that the supported number of users of Services exceeds the amount of such users stipulated on the Order Form), then the Supplier may charge the Customer for such excess use in accordance with the rates specified in the Order Form. On payment of such fees such excess usage shall be deemed permitted usage for the purpose of this Clause 2.

3. CLIENT'S RESPONSIBILITIES

3.1 The Customer shall: (a) undertake all reasonable enquiries to satisfy itself that the Services are suitable for its needs before entering into this Agreement; (b) adopt such processes and make such changes to its working practices as are necessary to make effective use of the Services; (c) have in place appropriate Customer Infrastructure and Third Party Connectivity Infrastructure necessary for the provision of Services; (d) maintain and upgrade the Customer Infrastructure and Third Party Connectivity Infrastructure in accordance with good industry practice and the Supplier's reasonable instructions; (e) carry out all of its responsibilities set out in this Agreement in a timely and efficient manner and, in particular, not act (or fail to act) in a manner that will delay or otherwise adversely impact on the Supplier (or its subcontractors) performance of Services; (f) provide the Supplier with all necessary information, co-operation, and assistance as may be required by the Supplier in order to provide Services; (g) comply with the Law with respect to its activities under this Agreement; (h) provide the Supplier with such technical support, information, and access to systems and/or data as the Supplier reasonably requires in order to maintain System Access for the duration of this Agreement; (i) reasonably determine whether it is appropriate (as a matter of good industry practice) to implement any form of additional back-up of Customer Data.

3.2 The Customer recognises that the availability of the Services my be in part, dependent on the stability of Third Party Connectivity Infrastructure, and that changes to the Third Party Connectivity Infrastructure may result in the loss of availability of (or the material degradation of) the Services. The Customer shall not make changes to those elements of the Third Party Connectivity Infrastructure that are within its control, without the authorisation of the Supplier. The parties agree that changes to Third Party Connectivity Infrastructure that are outside of both parties control (and the consequences of such changes) are not the responsibility of either party; save that both parties shall use their reasonable endeavours to mitigate the adverse

impact of such changes on the Services.

3.3 The Customer shall permit the Supplier, on reasonable notice, to test the Customer Infrastructure. In the event that the Supplier reasonably considers that the Customer Infrastructure is inadequate and/or is (or may be) responsible for performance or functionality failures or degradation, the Customer shall make such changes to Customer Infrastructure (whether configuration or upgrades) as the Supplier may reasonably recommend.

3.4 The obligations of the Customer set out above in relation to Services shall apply, to the extent technically relevant, also in relation to any Resold Services contracted by the Customer.

4. PROJECT SERVICES

4.1 Project Services will be provided by Supplier to Customer pursuant to this Agreement if and to the extent that such Services are specified in the Order Form and/or any SOW.

4.2 This Agreement operates as a framework under which Project Services may be provided if the parties agree any SOW(s) in the Order Form or by completing an SOW pro forma.

4.3 Any written communication is capable of constituting an SOW provided that it is clearly identified as an order for Services. An SOW is deemed completed and binding on the parties if: (a) it is signed or otherwise agreed by both parties; or (b) it is raised by the Supplier in accordance with Clause 4.4 below. Each completed SOW is a separate contract for Services. The completed SOW incorporates all the terms of this Agreement that directly or indirectly relate to the SOW.

4.4 In the event that Services are undertaken by the Supplier on the written request of the Customer and it is not reasonably practicable to populate and execute an SOW in respect of such services prior to such services commencing, as soon as reasonably practicable thereafter the Supplier shall raise a retrospective SOW capturing the Services ordered by the Customer, with the fees calculated either on a time and materials basis or as a fixed price as specified in an SOW. Such an SOW will not require the Customer's signature to be binding on the parties.

4.5 The Supplier shall provide Project Services using reasonable care and skill and in accordance with good industry practice. Both parties shall use their reasonable endeavours to meet the timescales specified in the SOW(s). The Supplier shall not be responsible for any failure to achieve deadlines or milestones in the SOW(s) to the extent that the failure has been caused by any delay or default on the part of the Customer. Time shall not be of the essence in relation to the Supplier's performance.

4.6 For the avoidance of doubt, Supplier's right to suspend Services as further detailed in Clause 2.4 applies also to the Project Services.

5. RESOLD SERVICES AND PRODUCT

5.1 Resold Services are provided to the Customer by the Vendors if and to the extent that such Resold Services are specified in the Order Form.

5.2 The parties agree to the provisions of Resold Service Schedule (Resold Services Provisions) in relation to all Resold Services.

5.3 The parties agree to the provisions of Product Service Schedule (Product Services Provisions) in relation to all Products.

5.4 Products and Resold Services are provided to the Customer by the Vendors if and to the extent that such Products and Resold Services are specified in the Order Form.

6. PAYMENT

6.1 The Customer shall pay Fees (a) as and when they fall due for payment, as specified in the Order Form and (b) in the manner specified in the SOW(s) or otherwise fixed as specified under an SOW.

6.2 The Supplier shall be entitled to raise invoices for Fees and charges as and when they fall due for payment in accordance with the Order Form and any SOWs.

6.3 Save to the extent otherwise indicated on an Order Form:

(i) Services will be invoiced monthly in advance;

(ii) Project Services will be invoiced monthly in arrears, on a time and materials basis, based on pricing stipulated in the relevant SOW(s) (unless no such pricing is stipulated in which event the Supplier's then-prevailing rate card shall apply);

(iii) Resold Services will be invoiced in accordance with the Order Form and/or Resold Service Schedule;

(iv) Product will be invoiced upon delivery to the Supplier or Customer Premises

6.4 Except as otherwise stipulated pursuant to Resold Service Schedule the following will apply in relation to relevant Resold Services:

(i) Resold Services provided on a SaaS basis will be invoiced in advance, and any changes during a prior month shall be invoiced in arrears;

(ii) Resold Services that are IaaS (such as Azure and AWS) will be invoiced monthly in arrears; and

(iii) Annual subscription licences shall be invoiced annually in advance.

6.5 The Customer shall pay the Supplier's invoices either: (a) within thirty (30) days of the date of the invoice (or within such shorter period as specified in the Order Form); or (b) by direct debit or standing order (if applicable; and if specified in the Order Form).

6.6 The Customer may not withhold payment of any amount due to the Supplier because of any set-off, counterclaim, abatement, or other similar deduction.

6.7 All fees payable by the Customer to the Supplier under this Agreement are payable in Euros (unless another currency is specified in the Order Form) and are exclusive of any tax, levy or similar governmental charges, including value added or sales tax, that may be assessed by any jurisdiction, except for income, net worth or franchise taxes on the Supplier.

6.8 If any sum payable under this Agreement is not paid ten (10) days after the due date for payment then (without prejudice to the Supplier's other rights and remedies) the Supplier reserves the right to charge interest on that sum on a daily compounded basis (before as well as after any judgment) at the annual rate of five per cent (5%) above the prevailing ECB base rate measured from the due date to the date of payment, provided that at no time shall the Customer be required to pay interest at an effective rate higher than legally permissible.

6.9 Service Fees Annual Adjustment Mechanism.

(i) With effect from each anniversary of the Live Date (or such other date as specified in the applicable Order), the Service Fees shall be adjusted annually in accordance with the percentage change (if any) in the Index over the relevant Reference Period, where "Index" means the Consumer Price Index (All Items) as published by the Central Statistics Office (CSO) and "Reference Period" means the 12-month period ending on the most recent date for which the Index is published prior to the relevant adjustment date.

(ii) The percentage adjustment shall be calculated by comparing the Index value at the end of the Reference Period with the Index value for the corresponding period 12 months earlier.

(iii) Notwithstanding any decrease in the Index, the Fees shall not be reduced.

(iv) The adjusted Fees shall apply automatically from the relevant adjustment date without the need for any amendment to this Agreement or prior notice. The Supplier may notify the Customer of the revised Fees via invoice or otherwise.

(v) The Parties agree that any adjustment to Fees in accordance with this clause forms part of the agreed pricing mechanism and shall not constitute a variation of this Agreement giving rise to any right of termination.

7. PROPERTY RIGHTS

7.1 Title to the Materials is and shall at times remain with the Supplier unless otherwise specified in the Order Form or an SOW. The Supplier and its licensors own and shall continue to own all Intellectual Property Rights in the Services and any Deliverables. Full and unencumbered title (with full title guarantee) in all Deliverables and Services shall vest in the Supplier absolutely upon creation. The Customer undertakes at the request of the Supplier at all times from the date of this Agreement to, and to procure that any and all of its sub-contractors and any third party involved in any SOW(s) shall, do all acts and execute all documents, papers, forms and authorisations and to dispose to or swear all declarations or oaths reasonably necessary and/or desirable to give effect to the provisions of this Clause 7.1.

7.2 The Vendors and their licensors shall continue to own all Intellectual Property Rights in the Resold Services, all as further stipulated in relevant Vendor Agreements.

8. TERM AND TERMINATION

8.1 **This Agreement**. This Agreement is formed (and becomes legally binding) when the parties complete and sign the Order Form. This Agreement shall commence on the Effective Date and shall continue unless and until all Services, Project Services and Resold Services are terminated in accordance with this Clause 8.

8.2 **Services.** The contract period for individual Services commences on the Live Date for that Service and shall continue for the Initial Term and thereafter for subsequent Renewal Terms.

(i) Either party shall be entitled to terminate the Services on expiry of the Initial Term or any Renewal Term by giving to the other party not less than sixty (60) days' prior written notice. This Agreement will continue for Renewal Terms(s) unless so terminated.

(ii) Either party shall be entitled to terminate the Services immediately if the other party commits any material breach of its obligations in relation to the Services and fails to remedy that breach within thirty

(30) days of written notice of that breach.

(iii) Customer may terminate the Services immediately by notice in writing to Supplier following the occurrence of any repeated material breach of any SLA termination threshold expressly defined in the relevant Service Schedule, subject always to any stipulations within such Schedule in relation to any such termination threshold (including without limitation as to the manner and timing of the exercise of any such termination right).

8.3 **SOW(s)**. The SOW(s) shall commence in accordance with Clause 4.2 and shall terminate on completion of the relevant Project Services or in accordance with this Clause 8.3.

(i) Either party shall be entitled to terminate any SOW(s) immediately by giving to the other party not less than ninety (90) days' prior written notice.

(ii) Either party shall be entitled to terminate any SOW(s) immediately by giving written notice to the other party if that other party commits any material breach of the applicable SOW that is incapable of remedy (if the breach is capable of remedy, the SOW may be terminated immediately if the other party fails to remedy that breach within thirty (30) days of written notice).

8.4 **Resold Services.** Each Resold Service shall commence and shall continue in accordance with relevant provisions of the relevant Vendor Agreements, the Order Form and Resold Service Schedule (Resold Services Provisions).

8.5 **Insolvency**. Either party shall be entitled to terminate the Services and/or any SOW(s) immediately by giving written notice to the other party if that other party has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver, administrator or manager appointed over any of its assets, or a court or arbiter with authority to so determine, determines that the debtor is unable to pay its debts.

8.6 **Termination for Convenience During the Term.** Notwithstanding any other provision of this Agreement, if the Customer terminates all or any Services for convenience prior to the expiry of the applicable Initial Term or Renewal Term (as the case may be), the Customer shall:

(i) give written notice of termination in accordance with this Agreement; and

(ii) pay to the Supplier, within thirty (30) days of the effective date of termination, an amount equal to (a) all Fees accrued but unpaid as at the date of termination; plus (b) all Fees that would have been payable in respect of the terminated Services for the remainder of the applicable Initial Term or Renewal Term (the "**Remaining Term Fees**"), such amount representing a genuine pre-estimate of the losses that would be suffered by the Supplier as a result of such early termination.

8.7 **Termination for Non-Payment**. Without prejudice to any other rights or remedies available to the Supplier, the Supplier shall be entitled on 7 days written notice, to terminate this Agreement and/or any Services, in whole or in part, by written notice to the Customer where any sum payable by the Customer remains unpaid for a period of fourteen (14) days following the due date for payment. Such termination right shall arise notwithstanding any suspension of Services under Clause 2.4 and shall be without prejudice to the Supplier's right to recover all outstanding amounts, including any interest and any Remaining Term Fees which shall become immediately payable.

8.8 In relation to termination for convenience by the Customer or termination for non-payment by the supplier: (a) the Remaining Term Fees shall be calculated based on the Fees payable immediately prior to termination (including any agreed uplifts or adjustments) and shall include any minimum committed charges, recurring charges, and committed usage levels specified in the Order Form or applicable SOW; (b) all sums payable under this Clause shall become immediately due and payable upon termination and shall not be subject to any set-off, counterclaim or deduction; and (c) termination of some, but not all, Services shall be treated as a termination of those specific Services and this Clause shall apply on a pro rata basis to the Fees attributable to such Services.

9. CONSEQUENCES OF TERMINATION

9.1 On termination of this Agreement (a) the rights and duties created under Clauses 6, 7, 10, 11, 12, 13, 16, 17, and 18 shall survive; (b) the rights of the Supplier under Clauses 5 and Resold Service Schedule shall survive; and (c) the rights of either party which arose on or before termination shall be unaffected.

9.2 On termination of the Services howsoever caused:

(i) the SOW(s) shall be unaffected;

(ii) the Resold Services shall be unaffected unless also terminated;

(iii) each party shall return, in good condition,

the tangible property of the other party (if any) that was made available under the Services in accordance with that other party's reasonable instructions; and

(iv) all licences granted in relation to the Services shall terminate.

9.3 On termination of any SOW(s) howsoever caused:

(i) other SOW(s) shall be unaffected;

(ii) the Services shall be unaffected;

(iii) the Resold Services shall be unaffected;

(iv) each party shall return, in good condition, the tangible property of the other party (if any) that was made available under the terminated SOW(s) in accordance with that other party's reasonable instructions.

(v) the Supplier shall make such partial delivery to the Customer of the relevant Materials and Deliverables as is reasonably practicable, on an "as is" basis;

(vi) the Supplier shall be entitled to payment for work done and costs incurred under the SOW(s) up to the date of termination of the SOW(s). In this respect, if the parties had agreed to a fixed price under the SOW(s), the Supplier may (at its discretion) reduce the fixed price by an amount that reasonably reflects both the value of the Project Services that had been provided under the SOW(s) and the cost to the Supplier of providing such Project Services.

10. CONFIDENTIALITY

10.1 Each party that receives ("**Receiving Party**") non-public business or financial information ("**Confidential Information**") from the other (or the other's Affiliates) ("**Disclosing Party**"), whether before or after the date of this Agreement shall:

(i) keep the Confidential Information confidential;

(ii) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 10.2, or 10.3; and

(iii) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Agreement ("**Permitted Purpose**").

10.2 The Receiving Party may disclose Confidential Information to its own, or any of its Affiliates, officers, directors, employees agents and advisers who reasonably need to know for the Permitted Purpose (each a "**Permitted Third Party**"), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Clause 10 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Agreement). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Clause 10.

10.3 If required by Law, the Receiving Party may disclose Confidential Information to a court or regulatory authority or agency, provided that the Receiving party shall (if legally permissible) provide reasonable advance notice to the Disclosing Party and co-operate with any attempt by the Disclosing Party to obtain an order for providing for the confidentiality of such information.

10.4 The parties agree that any breach of the restrictions contained in this Clause 10 may cause irreparable harm to the innocent party, whereupon the innocent party shall be entitled to injunctive relief without the necessity of proving damages or the inadequacy of money damages, posting any bond or other security in addition to all other legal or equitable remedies.

11. DATA PROTECTION

11.1 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the EU General Data Protection Regulation 2016/679.

11.2 Depending on the type of Personal Data Processed and the purpose of the Processing, the Supplier may be a Controller, Processor or both under this Agreement.

11.3 If Supplier acts as a Controller it may collect, Process, use or share Personal Data with Affiliates and Sub-Processors in order to (i) provide the Service, (ii) generate and issue invoices, (iii) record, process and fulfil Orders for the Service, (iv) respond to Customer queries, (v) manage and protect the security and resilience of the Viatel network or equipment (vi) operate online portals relating to the Service, and without prejudice to its obligation to comply with Applicable Law, Supplier will, where acting as Controller, Process Personal Data in accordance with its published privacy policy.

11.4 Where Supplier acts as a Data Processor Schedule 1 (Data Processing Addendum) will apply between the parties.

12. LIABILITY

12.1 Neither party shall exclude or limit its liability for:

(i) death or personal injury caused by its negligence;

(ii) fraudulent misrepresentation; and/or

(iii) any liability that cannot be excluded or limited by Applicable Law.

12.2 Subject to Clause 12.1, neither party shall be liable to the other for loss of profit, loss of revenue, loss of anticipated savings, damage to or loss of goodwill, loss or corruption of data or information; and any punitive, indirect, consequential loss or damages.

12.3 The Supplier's Contractual Liability to the Customer shall not exceed two hundred (200%) of the fees paid (plus any unpaid fees that are payable) under the Agreement for the services giving rise to the liability (but not any SOW) in the 12-month period prior to the date in which the claim (or series of connected claims) arose. "**Contractual Liability**" means liability howsoever arising under or in relation to the subject matter of this Agreement (including any liability in relation to the Resold Services) that is not:

(i) unlimited by virtue of Clause 12.1; or

(ii) excluded pursuant to Clauses 12.2, or a Resold Service Schedule (Resold Services).

12.4 The Supplier's SOW Liability to the Customer shall not exceed the fees paid (plus any unpaid fees that are payable) under the SOW under which the claim (or series of connected claims) arose. "**SOW Liability**" means liability howsoever arising under or in relation to the subject matter of the SOW under which the claim (or series of connected claims) arose that is not: (a) unlimited by virtue of Clause 12.1; (b) excluded or limited pursuant to Clauses 12.2 and 12.3.

12.5 Except as expressly provided in this Agreement, the Supplier hereby excludes any implied condition or warranty concerning the merchantability, quality, or fitness for purpose of its services, whether such condition or warranty is implied by statute or common law.

12.6 Neither party shall be liable for any delay or failure in performing its duties under this Agreement caused by any circumstances beyond its reasonable control. Without limitation, the following shall be regarded as causes beyond either party's reasonable control: (a) act of God, explosion, flood, tempest, fire or accident; (b) unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites;(c) war or threat of war, sabotage, insurrection, civil disturbance or requisition; (d) import or export regulations or embargoes; (e) any change in any Law(s) that has an impact on the parties' rights and/or responsibilities under this Agreement; (f) any actions of a third party that has the object or effect of directly or indirectly interfering with or damaging the Customer Infrastructure, and/or the Supplier's hardware, software and/or network infrastructure (g) any government guidance or instruction(s) applicable to either party or its suppliers, arising as a result of any epidemic, pandemic, or outbreak of disease; each an "**Event of Force Majeure**".

13. INSURANCE

13.1 Supplier shall during the term of this Agreement, and for a period of one (1) year thereafter, effect and maintain insurance cover(s) with reputable insurer(s) in respect of the following risks:

(i) Employers' Liability - not less than ten million Euro (€10,000,000) each and every claim and any one occurrence;

(ii) Public Liability – not less than ten million Euro (€10,000,000) each and every claim;

(iii) Professional Indemnity – not less than five million Euro (€5,000,000) in the aggregate; and

(iv) Cyber & Data liability – not less than two million Euro (€2,000,000) in the aggregate.

14. ASSIGNMENT

14.1 Neither party shall assign or otherwise transfer this Agreement or any of its rights and duties under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld or delayed, provided that the Supplier shall be entitled (and the Customer hereby irrevocably consents) to assign in whole or in part, or novate the entirety of this Agreement, to any Affiliate as part of a bona fide corporate restructuring by providing not less than seven (7) days' prior written notice to the Customer.

14.2 The rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

15. DORA PROVISIONS

15.1 The European Union's Digital Operational Resilience Regulation for the financial sector (2022/2554) ("**DORA**") imposes obligations on EU-regulated entities to manage information and communication technology (ICT) risk. Schedule 2, the Viatel Financial Services Customer Schedule applies exclusively to (i) customers classified as "financial entities", as defined in DORA Article 2(1) points (a) to (t) and (ii) Customers who are Credit Unions.

15.2 By providing the Services to the Customer, Supplier may be regarded as an ICT third-party service provider under DORA. The purpose of Viatel Financial Services Customer Schedule is to ensure that the contractual provisions mandated by DORA are incorporated into the agreement between Supplier and the Customer.

15.3 To the extent that Supplier provides any services that are not in scope for DORA, Viatel Financial Services Customer Schedule shall not apply to the provision of such services.

16. NIS 2

16.1 The parties acknowledge that Directive (EU) 2022/2555 on measures for a high common level of cybersecurity across the Union ("NIS2 Directive") is being transposed into Irish law and may apply to the Customer where it qualifies as an essential or important entity.

16.2 Where the Services provided by Supplier form part of the Customer's network or information systems within the meaning of NIS2, Supplier shall:

(i) implement and maintain appropriate and proportionate technical and organisational measures to manage cybersecurity risks relevant to the Services;

(ii) notify the Customer without undue delay of any significant cybersecurity incident or event that may materially affect the Services; and

(iii) provide reasonable assistance to the Customer, upon request, in meeting its incident-handling or reporting obligations under applicable national law.

16.3 Supplier's obligations under this clause are limited to the Services provided under this Agreement and do not extend to the Customer's wider systems, infrastructure, or statutory obligations.

16.4 Any sector-specific or additional NIS2 requirements may be addressed in a separate security or compliance addendum where required.

17. COMPLIANCE WITH THE EU AI ACT

17.1 As of the Effective Date of this Agreement, Supplier does not use or incorporate artificial intelligence ("AI") systems within the meaning of Regulation (EU) 2024/1689 (the "**EU AI Act**") in the delivery of the Services.

17.2 In the event that Supplier introduces AI functionality into its products or services during the term of this Agreement, Supplier shall:

(i) assess and categorise the AI system in accordance with the AI Act's risk-based classification framework;

(ii) ensure the AI functionality complies with applicable requirements, including those relating to transparency, human oversight, and technical robustness;

(iii) notify the Customer in advance of any such deployment that may affect the Customer's use of the services or processing of data under this Agreement;

(iv) provide sufficient information to enable the Customer to meet its own legal and regulatory obligations, where applicable.

17.3 Supplier shall not deploy any AI system categorised as prohibited or high-risk under the EU AI Act in connection with the Services without the Customer's prior written consent. Any additional contractual terms required to ensure compliance regarding high-risk systems shall be agreed in writing between the parties before such deployment

18. DIGITAL SERVICES ACT COMPLIANCE

18.1 For the purposes of this Clause

(i) "**DSA**" means Regulation (EU) 2022/2065 on a Single Market for Digital Services, as amended, replaced, supplemented or implemented from time to time, together with any directly applicable delegated acts, implementing acts, guidance, decisions or binding directions of a competent authority issued thereunder together with any implementing legislation in Ireland.

(ii) "Illegal Content", "Intermediary Service", "Hosting Service", "Online Platform", "Recipient of the Service" and any other capitalised term used but not defined in this Clause shall, where applicable, have the meaning given to it in the DSA.

(iii) "Competent Authority" means any Digital Services Coordinator, the European Commission, or any other regulatory, supervisory, judicial or law enforcement authority having jurisdiction under or in connection with the DSA.

18.2 **General Compliance.** Each Party shall comply with the DSA to the extent, and only to the extent, that the DSA applies to it in its role under this Agreement and in respect of the Services.

18.3 The Supplier shall maintain and implement policies, procedures and technical and organisational measures reasonably designed to enable compliance with those provisions of the DSA applicable to the Services supplied under this Agreement.

18.4 **Scope and Allocation of Responsibility.** The

Parties acknowledge and agree that:

(i) the Supplier's obligations under this Clause are limited to those obligations imposed on it by the DSA in light of the nature of the Services actually provided by the Supplier; and

(ii) nothing in this Agreement shall require the Supplier to undertake any monitoring, filtering, fact-finding or assessment of content, customer data, traffic or user activity beyond what is required by Applicable Law.

18.5 Except to the extent expressly agreed otherwise in this Agreement, the Customer shall remain solely responsible for:

(i) the lawfulness, accuracy and integrity of all content, data, communications, applications, services, websites and materials transmitted, stored, hosted, made available or otherwise processed by or on behalf of the Customer or its end users using the Services;

(ii) its terms of use, customer-facing notices and content moderation practices; and

(iii) obtaining any notices, consents and permissions required for its own activities.

18.6 Cooperation and Information Sharing. Each Party shall, on a timely basis, provide the other with such information and reasonable cooperation as may be necessary to enable the other Party to comply with any applicable obligation under the DSA, provided that:

(i) no Party shall be required to disclose information protected by legal privilege, confidentiality obligations owed to third parties, trade secrets, or security-sensitive information, except where required by Applicable Law; and

(ii) any such cooperation shall be subject to appropriate confidentiality, security and data protection safeguards.

18.7 **Orders, Notices and Regulatory Requests**.

(i) If either Party receives any order, notice, request, inquiry or communication from a Competent Authority relating to the Services, Illegal Content, or information concerning a Recipient of the Service under the DSA, that Party shall, to the extent legally permitted, notify the other Party without undue delay.

(ii) Where the Supplier is legally required under the DSA or other Applicable Law to act against specified Illegal Content, disable access, remove content, preserve evidence, or provide specified information to a Competent Authority, the Supplier may do so without liability to the Customer, provided that it acts in accordance with Applicable Law.

(iii) The Customer shall provide all reasonable assistance requested by the Supplier in connection with any such order, notice, request, inquiry or communication, including by promptly identifying relevant content, users, accounts, systems, records or contractual chains under the Customer's control.

18.8 **Notice-and-Action/Escalation**. To the extent the Services include a Hosting Service or Online Platform functionality to which the DSA applies, the Supplier shall maintain an appropriate mechanism for receiving and processing notices of alleged Illegal Content as required by the DSA. Where a notice relates to Customer content, services or end users, the Supplier may refer the matter to the Customer and require the Customer to investigate and respond within the time period reasonably specified by the Supplier, without prejudice to the Supplier's right to take such action as it considers necessary to comply with Applicable Law.

18.9 **Costs**. Unless otherwise expressly stated in this Agreement each Party shall bear its own internal costs of complying with the DSA; and where the Supplier incurs material additional third-party cost or exceptional internal cost arising from:

(i) a Customer-specific configuration, platform feature or workflow requested by the Customer;

(ii) Customer content, conduct or instructions; or

(iii) a regulatory inquiry or enforcement action materially attributable to the Customer's acts or omissions,

the Supplier shall be entitled to recover such reasonable and properly documented cost from the Customer.

19. ANTI-CORRUPTION LAWS

19.1 Each Party shall comply with all applicable anti-bribery and anti-corruption laws in Ireland, including the Criminal Justice (Corruption Offences) Act 2018 (the "Corruption Act").

19.2 Neither Party, nor their employees, officers, agents, subcontractors or affiliates shall, directly or indirectly:

(i) offer, promise, give, request, agree to receive or accept any gift, consideration or advantage as an inducement or reward related to any person's office, employment, position or business;

(ii) engage in active or passive corruption, or active or passive trading in influence, as defined under the Corruption Act;

(iii) create or use any false or misleading document, or withhold information, for improper influence.

19.3 Corporate Liability and Reasonable Steps. Each Party shall maintain adequate anti-corruption procedures, training, controls and reporting mechanisms. A company may be liable if employees or agents commit corruption to obtain business unless it demonstrates all reasonable steps and due diligence were exercised.

19.4 Facilitation payments are strictly prohibited under Irish law and under this Agreement.

19.5 Gifts, Hospitality and Expenses. Any gifts, hospitality or expenses must be reasonable, proportionate, for legitimate business purposes, accurately recorded, and compliant with the Corruption Act. No gifts or hospitality may be provided to or accepted from public officials except where legally permitted.

19.6 Reporting and Cooperation. Each Party shall promptly notify the other of any breach or suspected breach of this clause or any related investigation. Each Party shall assist lawful anti-corruption investigations.

20. CHANGES

20.1 Subject to Clause 20.4, no changes to this Agreement or the SOW(s) shall be valid unless made in writing and signed by the authorised representatives of both parties.

20.2 Either party shall be entitled from time to time to request a change to the scope of the Services ("**Change**"). Neither party shall be entitled to charge for considering and/or negotiating a Change unless such consideration requires the Supplier to undertake detailed scoping in which case the Supplier shall be entitled to charge pursuant to an SOW.

20.3 A Change will be effective when it is documented in writing in a standard Supplier change control form.

20.4 The Supplier reserves the right to make changes to the Services from time to time provided that, in relation to any change that removes material Services elements (a "**Material Change"**), the Supplier shall give the Customer not less than sixty (90) days' prior written notice of such Material Change (a "**Material Change Notice**") and provided further that the Customer shall be entitled by giving the Supplier not less than thirty (30) days' prior written notice prior to the Material Change taking effect to terminate the Services. If the Customer has prepaid Fees covering a period that is shortened by termination by the Customer in accordance with this Clause 20.4, the Supplier shall refund to the Customer a proportion of the prepaid Fees in respect of such period, pro-rated on a daily basis.

20.5 Neither party shall unreasonably withhold its consent to the other's request to re-schedule the date or time of performance of Services. However, given that it will not be practical for the Supplier to re-schedule resources on short notice, the parties agree that: (a) if the Customer gives to the Supplier less than two (2) clear days' notice of such a request then the Customer must pay to the Supplier the full value of such booked Services; (b) if the Customer gives to the Supplier between two (2) and seven (7) clear days' notice of such a request then the Customer must pay to the Supplier fifty per cent (50%) of the full value of such booked Services. For the purpose of this Clause 20.5, a "**day**" excludes Saturday, Sunday, and public holidays.

21. DISPUTES

21.1 The parties shall attempt to resolve any dispute arising out of or relating to this Agreement (including any dispute relating to any non-contractual obligations arising out of or in connection with it) (the "**Dispute**") through discussions between board-level representatives.

21.2 Where the Dispute is not resolved within 21 days of the start of discussions in accordance with Clause 17.1 above, the Parties may, on agreement, refer the Dispute to non-binding mediation in accordance with the International Centre for Dispute Resolution ("CEDR") procedures then in force before resorting to litigation. The mediation process will be commenced by service by one party on the other of a written notice that the issue is to be referred to mediation (the "**Mediation Notice**"). The Parties shall agree on a choice of mediator with at least ten years' experience in the telecoms industry and who has knowledge and experience sufficient to comprehend the issues raised. In the event that the parties are unable to agree on a choice of mediator within 10 Business Days of the date of service of the Mediation Notice, the parties shall accept a mediator nominated by CEDR. The costs of the mediation shall be shared equally between the parties.

21.3 If any dispute or difference is not settled by reference to mediation either of the parties shall be entitled to refer the Dispute to Court.

21.4 Clauses 21.1 to 21.3 above shall not restrict either party's ability to commence court proceedings in respect of any:

(i) matter relating to its Confidential Information or Intellectual Property Rights; and/or

(ii) unpaid invoices.

22. GENERAL PROVISIONS

22.1 **Publicity**. The Customer hereby irrevocably consents to the Supplier referring to the Customer as a client of the Supplier in its sales and marketing literature (including its web site).

22.2 **Third Party Rights.** The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of this Agreement.

22.3 **Relationship.** Nothing in this Agreement shall render the Customer a partner or an agent of the Supplier and the Customer shall not purport to undertake any obligation on the Supplier's behalf nor expose the Supplier to any liability nor pledge or purport to pledge the Supplier's credit.

22.4 **Entire Agreement**. This Agreement supersedes any prior contracts, arrangements, and undertakings between the parties in relation to its subject matter and constitutes the entire contract between the parties relating to the subject matter.

22.5 **Severance**. If any part of this Agreement is held unlawful or unenforceable that part shall be struck out and the remainder of this Agreement shall remain in effect.

22.6 **No Waiver**. No delay, neglect, or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of or prejudice those rights.

22.7 **Counterparts.** This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts each of which when executed and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same agreement.

22.8 **Notices.** All notices (which include invoices and correspondence) under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first-class post, or by email and shall be deemed to have been served if by hand when delivered, if by courier service or first-class post 48 hours after delivery to the courier or posting (as the case may be), or if by email immediately.

22.9 **Interpretation.** In this Agreement: (a) any reference to a Clause means a reference to a Clause of this Agreement unless the context requires otherwise; (b) unless the context otherwise requires, the words "including" and "include" and words of similar effect shall not be deemed to limit the general effect of the words which precede them; (c) the headings are for ease of reference only and shall not affect the construction or interpretation of the Agreement; and (d) references to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

22.10 **Hierarchy.** To the extent there is any inconsistency between the provisions of these General Terms & Conditions, the Order Form, the Service Schedules, the SOW(s), any documents incorporated into this Agreement, and any documents incorporated into the SOW(s) the following order of precedence shall (save where a specific provision in a Service Schedule or Schedule to this Agreement is stated to take precedence over the GTC) apply, (ranked from first precedence to last): (a) the Order Form (and any special conditions therein); (b) the SOW(s); (c) the Service Schedules; (d) these General Terms & Conditions; and (e) other documents incorporated into this Agreement.

22.11 **Law**. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of Ireland. The parties irrevocably agree that the courts of Ireland will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including noncontractual disputes or claims).

22.12 **Affiliate Contracts.** The Parties agree that either Party, or an Affiliate of either Party, may enter into a separate contract with an Affiliate of the other Party, which will incorporate these General Terms and the relevant Schedules ("**Affiliate Agreement**").The parties to an Affiliate Agreement may agree that a local court of competent authority will have jurisdiction in relation to that Affiliate Agreement.

SCHEDULE 1

Data Processing Addendum

This Data Processing Addendum (the "**Addendum**") forms part of the Services agreement (the "**Principal Agreement**") between the Supplier (or the "**Processor**") and the service recipient ("**Controller**" and "**Customer**") as defined therein. The principal Agreement will ordinarily be a signed Order and the prevailing general terms and conditions but may alternatively be a signed master services agreement between the parties.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement.

The parties have executed this Addendum by signing the Principal Agreement to which this Addendum relates and in which this Addendum is incorporated by reference.

A. The Customer acts as a Data Controller.

B. The Customer subcontracts certain Services, which imply the processing of personal data, to the Processor.

C. The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

DEFINITIONS AND INTERPRETATION

Unless otherwise defined herein, capitalised terms and expressions used in this Addendum shall have the following meaning:

"Customer Personal Data" means any Personal Data received and/or Processed by the Processor on behalf of Customer pursuant to or in connection with the Services.

"Data Protection Law" means Applicable Law and any laws, regulations, and binding guidance as may be amended from time to time in relation to the protection of Personal Data and individual's privacy that apply as a result of the provision or receipt of a Service including but not limited to the GDPR.

"Data Protection Losses" means:

- administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority; and/or
- compensation which is ordered by a Supervisory Authority to be paid to a Data Subject;

"**Data Transfer"** means a transfer of Customer Personal Data from the Customer to a Processor.

"EEA" means the European Economic Area.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 ("EU GDPR") and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR).

"Processing Instructions" has the meaning given to that term in clause 2.2.1.

"Services" means all the services and functions the Processor provides the Customer under the Principal Agreement.

"Sub processor" means any Supplier Affiliate or person appointed by or on behalf of Processor to process Personal Data on behalf of the Customer in connection with the Agreement.

The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR.

PROCESSING OF CUSTOMER PERSONAL DATA

1. DATA PROCESSOR AND DATA CONTROLLER

1.1. The Parties agree that in relation to Customer Personal Data (as it may be applicable to the Parties under Data Protection Laws), Customer shall be the Data Controller and Processor shall be the Data Processor.

1.2. Processor shall process Customer Personal Data in compliance with:

1.2.1. the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations herein; and

1.2.2. the terms of this Addendum which sets out the Customer's instructions in relation to such processing activities.

1.3. The Customer shall comply with:

1.3.1. all Data Protection Laws in connection with the processing of Customer Personal Data, use of the Services and the exercise and performance of its respective rights and obligations under this Addendum, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and

1.3.2. the terms of this Addendum.

1.4. The Customer warrants, represents and undertakes, that:

1.4.1. all data sourced by the Customer for use in connection with the Services shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws; and

1.4.2. all instructions given by it to Processor in respect of Personal Data shall at all times be in accordance with Data Protection Laws.

1.5. The Customer shall not unreasonably withhold, delay or condition its agreement to any change or amendment requested by Processor in order to ensure the Services and Processor (and each Sub processor) can comply with Data Protection Laws.

2. INSTRUCTIONS AND DETAILS OF PROCESSING

2.1. Customer instructs Processor to process Customer Personal Data in accordance with Data Protection Laws:

2.1.1. To provide the Services;

2.1.2. As further specified by the Customer's actual use of the Services;

2.1.3. As documented in the form of the terms of any other agreements in place from time to time between the Parties;

2.1.4. As further documented in any other written instructions provided by the Customer and acknowledged by Processor as being instructions for the purposes of this Addendum;

2.2. Insofar as Processor processes Customer Personal Data on behalf of Customer, Processor:

2.2.1. unless required to do otherwise by Data Protection Laws, shall (and shall take steps to ensure each person acting under its authority shall) process the Customer Personal Data only on and in accordance with the Customer's documented instructions as set out in this clause, as updated from time to time as agreed between the Parties ("**Processing Instructions**");

2.2.2. if Data Protection Law requires it to process Customer Personal Data other than in accordance with the Processing Instructions, it shall notify the Customer of any such requirement before processing the Customer Personal Data (unless Data Protection Law prohibits such notification); and

2.2.3. shall inform the Customer if Processor becomes aware of a Processing Instruction that, in Processor's opinion, infringes Data Protection Laws, provided that:

2.2.4. this shall be without prejudice to clauses 1.4.2; and

2.2.5. to the maximum extent permitted by mandatory law, Processor shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any processing in accordance with the Customer's Processing Instructions following the Customer's receipt of that information.

2.2.6. The subject matter and details of the processing of Customer Personal Data to be carried out by Processor under this Addendum shall comprise the processing set out in **Annex A (Data Processing Details)**, as may be updated from time to time as agreed between the parties.

2.2.7. Further to the above, Processor acknowledges that its processing of Customer Personal Data is limited to that as set out in this Addendum in order to supply the Services to the Customer and will not retain, use or disclose Customer Personal Data other than specified under this Addendum.

3. PROCESSOR PERSONNEL

3.1. Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of it or any Sub Processor who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of providing the Services, and to comply with applicable Data Protection Laws in the context of that individual's duties to the Processor or Sub Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. SECURITY

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2. In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. SUB PROCESSING

5.1. Supplier may use Sub-Processors and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in this Schedule will be imposed on any Sub-Processors.

5.2. Processor shall not appoint (or disclose any Customer Personal Data to) any new Sub-Processors (appointed after the Effective Date) other than as follows;

5.2.1. Supplier will inform the Customer of any planned changes to Supplier's Sub-Processors by giving the Customer written notice,

5.2.2. the Customer will have 30 days starting from the first Business Day of the calendar month following the date of the notice to object to the change documenting material concerns that the Sub-Processor will not be able to comply with the applicable Data Protection Law,

5.2.3. and if such notice is received within the time required by this section, the Parties will address the Customer's objection in accordance with the Dispute process set out in the General Terms;

5.2.4. if the Customer does not object in accordance with Section 5.2.2, the Customer will be deemed to have authorised the use of the new Sub-Processors

6. DATA SUBJECT RIGHTS

6.1. Taking into account the nature of the Processing, Processor shall assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2. Processor shall:

6.2.1. promptly notify Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and

6.2.2. ensure that it does not respond to that request except on the documented instructions of Customer or as required by Data Protection Law , in which case Processor shall to the

extent permitted by Data Protection Law inform Customer of that legal requirement before the Processor or any Sub Processor responds to the request.

7. PERSONAL DATA BREACH

7.1. Processor shall notify Customer without undue delay upon Processor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2. Processor shall co-operate with the Customer and take reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

8.1. Processor shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available.

9. DELETION OR RETURN OF CLIENT PERSONAL DATA

9.1. Processor shall, at the Customer's written request, either delete or return all the Customer Personal Data to the Customer in such form as the Customer reasonably requests within a reasonable time after the earlier of:

9.1.1. the end of the provision of the relevant Services related to processing; or

9.1.2. once processing by Processor of any Customer Personal Data is no longer required for the purpose of Processor's performance of its relevant obligations to provide Services, and delete existing copies (unless storage of any data is required by Data Protection Law and, if so, Processor shall inform the Customer of any such requirement).

10. AUDIT RIGHTS

10.1. Subject to this section 10, Processor shall make available to the Customer on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits by the Customer or an auditor mandated by the Customer in relation to the Processing of the Customer Personal Data by it or its Sub Processors.

10.2. Information and audit rights of the Customer only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. DATA TRANSFER

11.1. The Processor may not transfer or authorise the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Customer. If personal data processed under this Addendum is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. GENERAL TERMS

Confidentiality.

12.1. Each Party must keep this Addendum and information it receives about the other Party and its business in connection with this Addendum ("**Confidential Information**") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

12.1.1. disclosure is required by law;
12.1.2. the relevant information is already in the public domain.

Notices

12.2. All notices and communications given under this Addendum must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Addendum at such other address as notified from time to time by the Parties changing address.

Liability

12.3. Any claims brought under or in connection with this Addendum shall be subject to the terms and conditions, including, but not limited to, the exclusions and limitations set out in the Principal Agreement between the Parties.

Co-operation

12.4. If a party receives a compensation claim from an individual or Supervisory Authority relating to processing of Customer Personal Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:

12.4.1. make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and

12.4.2. consult fully with the other party in relation to any such action.

Annex A: DATA PROCESSING DETAILS

1. **Subject-matter of processing:**
Personal Data relating to Processor's provision of the Services to the Customer, information, whether in oral or written (including electronic) form, created by or in any way originating with the Customer (including but not limited to its employees, agents, independent contractors and/or sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Customer provided under the Agreement which relates to an identified or identifiable natural person;

2. **Duration of the processing:**
Until deletion of all Customer Personal Data by Processor in accordance with the Agreement.

3. **Nature and purpose of the processing:**
Processor will process Customer Personal Data for the purposes of providing the Services to the Customer in accordance with the Agreement. Customer Personal Data may be subject to the following Processing activities;

- capture of Customer users' IDs and passwords during initial setup;
- Receiving data, including collection, accessing, retrieval, recording and data entry.
- receipt of fault information and passing fault details to Sub-Processors;
- Holding, protecting, restricting, encrypting, analysing, migrating and testing data.
- Data updating as necessary including correcting, adaptation, alteration, alignment and combination.
- Backing up data, including taking, storing and restoration of data.
- Erase data, including destruction and deletion.

4. **Type of Personal Data:**
Data relating to individuals processed by Processor via the provision of the Services to the Customer:

- Names and contact details of the Customer's employees, suppliers, contractors as provided by the Customer to the Processor.
- Names, contact details, IP address, telephone records and internet usage patterns of the Customer's customers.
- Names and contact details of the Customer's sales prospects when the Processor is requested to engage in pre-sales consulting.
- Name, address, email address and phone number(s)
- IP address and location data;
- Contact records and correspondence relating to customer care;
- Identifiers provided by devices, applications, tools and protocols;
- Router logs and personal data traffic and communications records;
- user IDs and passwords;
- Employment position;

5. **Categories of Data Subjects:**
    - Employees, Suppliers, Customers, Consultants, Prospects of the Customer.
    - This list is not exhaustive as Customer will specify what Customer Personal Data is Processed.
    - No Special Category Data will be processed.

SCHEDULE 2

Viatel Financial Services Customer Addendum

1 INTRODUCTION

1.1. This Addendum forms part of the Services agreement (the "**Principal Agreement**") between the Supplier and the service recipient ("**Customer**") as defined therein. The Principal Agreement will ordinarily be a signed Order together with the prevailing General Terms and Conditions but may alternatively be a signed master services agreement between the parties.

1.2. The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

1.3. This Addendum will apply only to Viatel Services which constitute ICT Services as defined under Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector as amended or replaced from time to time ("**DORA**"), and only if such Services are purchased or utilized by Financial Services Customers. For the purposes of this Addendum "Applicable Law" includes DORA.

1.4. The addendum is intended to reflect all mandatory DORA contractual requirements and is structured to support Article 28 governance, Article 30 key contractual provisions, Article 31 oversight, and support compliance with RTS 2024/1773 (contractual arrangements policy) and Commission Delegated Regulation (EU) 2025/532 and any successor or replacement regulatory technical standards relating to subcontracting of ICT services supporting critical or important functions, while implementing these requirements through proportionate, supplier-operable mechanisms.

1.5. In the event of conflict between this Addendum and the Principal Agreement, this Addendum shall prevail solely to the extent necessary to comply with applicable DORA requirements in relation to the Services. For the avoidance of doubt, the parties intend the operational mechanisms in this Addendum to be interpreted so as to give effect to the mandatory contractual requirements applicable to Customer under DORA, while preserving Supplier's confidentiality, security, multi-tenant service integrity and proportionate operating model.

1.6. At the end of most sections of this Addendum there is a non-binding contractual mapping box which is intended as aid to assist in cross checking the provision against the legislation. It creates no legal obligation. The references are illustrative; compliance is based on the substantive provisions, not the mappings

Art. 28(2), Art. 30 (overall), RTS 2024/1773	***Establishes that the contract exists to support the financial entity's ICT third-party risk strategy and contractual compliance obligations***

2 DEFINITIONS

"Critical or Important Function" has the meaning given in DORA or, if not defined by the parties in the Agreement, means a function designated by Customer in writing as critical or important in accordance with its own regulatory assessment.

"Competent Authority" means any supervisory, regulatory, resolution or oversight authority having jurisdiction over Customer under applicable law.

"CTPP" means a critical ICT third-party service provider designated under Article 31 of DORA.

"Financial Services Customer" refers to a customer of Supplier who is also classified as a "financial entity", under DORA Article 2(1) points (a) to (t) and to Credit Unions

"ICT Risk" refers to any reasonably identifiable circumstance in relation to the use of network and information systems which, if materialised, may compromise the security of the Services or of network and information systems relevant to the Services or other operations or processes relevant to the Services by producing adverse effects in the digital or physical environment.

"Major ICT-Related Incident" means an ICT-related incident which Customer classifies, or reasonably considers may be classifiable, as a major ICT-related incident under DORA and applicable regulatory technical standards. Supplier is not responsible for making Customer's regulatory classification but shall provide information reasonably available to Supplier to support Customer's assessment.

"Material Subcontractor" means a Subcontractor that performs a material part of the Services supporting a Critical or Important Function, has access to Customer Content in a manner materially relevant to Customer's DORA risk assessment, or whose disruption could reasonably be expected to materially impair the security, continuity or availability of the relevant Services."

"Subcontractor" means any third party engaged by Supplier to perform all or part of the Services, including hosting, infrastructure, security operations, customer support, data processing, software maintenance or other technical functions.

"Supplier Confidential Information" includes non-public security architecture, penetration testing outputs, internal controls detail, pricing, product roadmaps, source code, customer usage data relating to other customers, and any information the disclosure of which could reasonably prejudice Supplier's security or operations.

Art.28(3), Art.30(3), Art. 31	***Defines critical concepts (critical functions, CTPP, subcontractors) needed for regulatory classification and oversight***

3 THE SERVICES

3.1. Supplier will provide Customer with the Services in accordance with the service description and performance standards set out in the Agreement. The Services are described in the relevant Service Schedule are in sufficient detail to identify:

(a) the functional scope of the Services;
(b) the service components and dependencies relevant to Customer;
(c) whether the Services, or any identified component, support a Critical or Important Function; and
(d) whether subcontracting is used in connection with the Services.

3.2. Customer shall notify Supplier in writing if it classifies the Services as supporting a Critical or Important Function. Unless expressly stated the relevant Order, Service Schedule or separately notified by Customer, Supplier may assume the Services do not support a Critical or Important Function. Supplier shall not be required to independently assess Customer's regulatory classification, but shall act reasonably where Customer notifies such classification and identifies the affected Services

3.3. The parties acknowledge that Customer remains responsible for its own DORA governance, risk assessment, concentration risk assessment, due diligence decisions, and register of information obligations.

Art. 30(2)(a), Art. 28(2), RTS 2024/1773	***Ensures clear identification of ICT services and whether they support critical/important functions***

4 PERMITTED LOCATIONS; SERVICE DELIVERY; DATA HOSTING

4.1. Supplier will provide the Services from and will store and process Customer Data and Confidential Information in the UK and the EEA. Supplier's subcontractors and banking partners involved in providing the Services may also transfer personal data outside of the UK and the EEA, as set out in Supplier's list of Sub-Processors at the date hereof.. Supplier shall not transfer Customer Data outside of the UK and the EEA without appropriate safeguards in accordance with Applicable Law.

4.2. Supplier has made available to Customer:

(a) the regions and/or countries in which the Services are ordinarily provided;
(b) the regions and/or countries in which Customer Content is hosted or stored, where such location is contractually committed by Supplier; and
(c) the regions and/or countries from which support or administrative access may be provided, where relevant to the Services.

4.3. Customer acknowledges that:

(a) Supplier may use geographically distributed infrastructure, support personnel, redundancy arrangements, resilience architecture, load balancing and failover mechanisms; and
(b) where the Principal Agreement permits data residency selection by Customer, Supplier shall maintain Customer Content within the elected region or location.

4.4. Supplier shall not materially change any committed data hosting region for Customer Content without prior written notice to Customer, save where an urgent change is reasonably necessary for security, continuity, legal or operational resilience reasons, in which case Supplier shall notify Customer as soon as reasonably practicable. Where the Services support a Critical or Important Function, Supplier shall provide sufficient information reasonably available to Supplier to allow Customer to assess jurisdiction, data transfer, concentration and operational-resilience risks arising from the proposed change."

Art.30(2)(b), Art.28(1), Art.31(1), RTS 2024/1773	***Provides transparency on geographic delivery and data storage for concentration and jurisdiction risk***

5 SECURITY; INTEGRITY; AVAILABILITY; RESILIENCE INFORMATION SECURITY

5.1. Supplier shall maintain and operate security

measures designed to protect the confidentiality, integrity, availability and authenticity of Customer Content and the Services, taking into account:

(a) the nature of the Services;
(b) the risk profile of the processing activities performed by Supplier under the Principal Agreement; and
(c) applicable law and industry-recognised standards used by Supplier in its service model.

5.2. Such measures may include, as applicable to the Services:
(a) access management controls;
(b) logical segregation controls;
(c) encryption or equivalent protections in transit and/or at rest where supported by the Services;
(d) vulnerability management and patch management processes;
(e) security monitoring;
(f) incident response procedures;
(g) backup, continuity and recovery controls; and
(h) change management and release controls.

5.3. Supplier shall maintain, as applicable to the Services, documented information security and operational resilience controls that are materially consistent with the control descriptions, certifications or assurance materials made available to Customer for the Services. Supplier may update such controls from time to time, provided that Supplier shall not materially reduce the overall level of security, resilience or availability protection applicable to the Services during the term.

5.4. Where Supplier becomes aware of a material deficiency in controls relevant to the Services and reasonably likely to have a material adverse impact on Customer's use of the Services, Supplier shall notify Customer without undue delay and provide summary information on remediation, subject to Supplier Confidential Information and security restrictions

5.5. Except where expressly agreed, Supplier shall not be required to comply with Customer's internal policies verbatim; however, Supplier shall, upon reasonable request, provide information sufficient to enable Customer to assess whether the Services are compatible with Customer's regulatory obligations.

Art. 30(2)(c), Art. 28(7), RTS 2024/1773	***Ensures protection of data and alignment with ICT risk management framework***

6 Information Rights; Due Diligence Support

6.1. Supplier shall provide Customer with information reasonably necessary for Customer to perform proportionate due diligence and ongoing oversight of the Services, including by making available:

(a) Service descriptions;
(b) security and compliance documentation;
(c) independent assurance reports, certifications or attestations then maintained by Supplier for the Services;
(d) summary business continuity and disaster recovery information;
(e) relevant subcontractor information in accordance with Clause 9;
(f) information reasonably required for Customer's register of information, to the extent available to Supplier and relevant to the Services.;
(g) information reasonably available to Supplier and necessary for Customer to complete and maintain its DORA register of information, including relevant legal entity details and LEIs, Service locations, Material Subcontractor categories; and
(h) reasonable updates where Supplier becomes aware that previously provided information is materially inaccurate or materially incomplete

6.2. Supplier's obligation under Clause 6.1 is subject to:

(a) the protection of Supplier Confidential Information;
(b) the protection of other customers' confidential information and multi-tenant environments; and
(c) reasonable limitations necessary to preserve security, legal privilege, and operational integrity.

6.3. Supplier shall not be required to disclose source code, full penetration testing reports, exploit details, credentials, personal data relating to other customers, or information the disclosure of which would create a material security risk, provided that Supplier shall use commercially reasonable efforts to provide alternative evidence where feasible.

6.4. Where Supplier declines to provide information on confidentiality, security, privilege or third-party confidentiality grounds, Supplier shall, where reasonably feasible, provide alternative evidence, summaries, attestations, management confirmations, redacted extracts or independent assurance materials sufficient to enable Customer to evidence proportionate oversight.

Art. 28(3) & (5), Art. 30 (implicit), RTS 2024/1773	***Provides information needed for due diligence, risk monitoring and register maintenance***

7 AUDIT, INSPECTION AND ASSURANCE

7.1. Supplier shall satisfy Customer's audit and inspection requirements primarily through a layered assurance model, which may include:

(a) independent third-party audit reports;
(b) certifications or attestations;
(c) customer-facing control descriptions;
(d) security questionnaires;
(e) summaries of remediation status relevant to material findings; and
(f) meetings with appropriate Supplier personnel, where reasonably necessary.

7.2. Customer may, at its cost, request an additional audit or inspection right where:

(a) required by Applicable Law or by a Competent Authority;
(b) the Services support a Critical or Important Function and the information made available under Clause 7.1 is demonstrably insufficient for Customer's regulatory compliance;
(c) there has been a Major ICT-related incident affecting the Services and materially and directly impacting the Customer;
(d) there is a specific, evidence-based and reasonable concern regarding material non-compliance by Supplier with the contractual security or resilience obligations applicable to the Services; or
(c) Customer has a specific, evidence-based and reasonable concern regarding Supplier's material non-compliance with its contractual security, resilience, subcontracting or service continuity obligations

7.3. Any audit or inspection under Clause 7.2 shall be:

(a) on reasonable prior written notice, save where a Competent Authority requires otherwise;
(b) limited in scope to matters relevant to the Services provided to Customer;
(c) conducted during business hours and in a manner that does not unreasonably disrupt Supplier's operations;
(d) subject to applicable confidentiality restrictions and security policies;
(e) carried out without access to other customers' data, shared infrastructure detail beyond what is reasonably necessary, or information that would create a security risk for Supplier or its customers; and
(f) performed, where reasonably requested by Supplier, by an independent third-party auditor subject to confidentiality obligations.

7.4. Supplier shall not unreasonably withhold, condition or delay cooperation with any audit or inspection that is required by a Competent Authority or is necessary for Customer to evidence compliance with mandatory DORA requirements. The parties shall use reasonable workarounds, including redaction, clean rooms, management attestations, virtual inspections, pooled audits or independent auditor access, to protect Supplier Confidential Information and other customers' information while preserving the effectiveness of the audit right

7.5. Physical access to data centres, security operations premises or other sensitive facilities may be restricted or replaced by:

(a) pooled audits;
(b) independent assurance reports;
(c) virtual inspections; or
(d) interviews.

Art. 30(2)(d), Art. 30(3)(e), Art. 28(5), Art. 31(2), RTS 2024/1773	***Ensures audit rights, implemented via layered assurance mechanism***

8 ICT-RELATED INCIDENT NOTIFICATION AND COOPERATION

8.1. Supplier shall notify Customer without undue delay, and in any event within 24 hours, after Supplier confirms a Major ICT-related incident affecting the Services and having a material adverse effect on Customer's use of the Services.

8.2. Where Supplier becomes aware of circumstances indicating that an ICT incident affecting the Services may materially impact Customer or may reasonably require Customer to assess whether a Major ICT-Related Incident has occurred, Supplier shall provide an initial early-warning notice to Customer without undue delay and, where reasonably practicable, sufficiently promptly to assist Customer with any applicable initial regulatory notification period, without undue delay and, where reasonably practicable, within four hours of Supplier becoming aware that Customer may need to classify or report a Major ICT-related incident. Such early warning notice may be preliminary and may be updated as further information becomes available. Supplier shall not be in breach solely because early information is incomplete, provided it acts in good faith and updates Customer as material information becomes reasonably available.

8.3. Such notification shall include, to the extent information is reasonably available at the time:

(a) the nature of the incident;
(b) the affected service components and likely Service impact;
(c) the actual or reasonably suspected impact on Customer, and whether Customer Data is known or suspected to be affected;
(d) actions taken or planned by Supplier to contain, mitigate and remediate the incident;
(e) updates on material developments; and
(f) estimated time of detection, known or suspected start time,

8.4. Supplier's incident obligations under this Clause do not require Supplier to disclose:

(a) security-sensitive information that would materially increase risk if disclosed;
(b) information relating to other customers;
(c) internal forensic methods;
(d) privileged material; or
(e) details prohibited from disclosure by law or binding instruction of a competent authority.

8.5. Supplier shall cooperate with Customer to an extent reasonably necessary to allow Customer to assess whether the incident is reportable under Applicable Law, provided that such cooperation shall be proportionate, practicable, and subject to the protections in Clause 8.4. Supplier shall not be required to determine whether an incident constitutes a "Major ICT-related incident" for regulatory purposes, which remains Customer's responsibility.

8.6. Supplier shall provide reasonable assistance to Customer in relation to an ICT incident related to the Services at no additional charge where the incident is caused by Supplier's breach of this Addendum or the Principal Agreement. In other cases, Supplier may charge reasonable pre-agreed or standard professional services rates for extraordinary assistance, forensic support, bespoke evidence packs, customer-specific simulations or remediation support outside the Services, unless prohibited by applicable law or otherwise agreed.

Art. 30(2)(f), Arts. 17–23, Art. 28(7), RTS 2024/1773	***Enables timely reporting and cooperation on ICT incidents***

9 SUBCONTRACTING

9.1. Customer acknowledges and agrees that Supplier may use Subcontractors in connection with the Services.

9.2. Supplier shall maintain and make available to Customer a current list, category description, or customer-facing notification mechanism identifying relevant Subcontractors used for the Services, to the extent consistent with Supplier's service delivery model.

9.3. Where the Services support a Critical or Important Function, Supplier shall provide reasonable advance notice of the appointment, replacement or material change of a Material Subcontractor. The notice shall contain information reasonably available to Supplier and reasonably necessary for Customer to assess the proposed change, including the nature of the subcontracted activity, the relevant service component, the countries or regions from which the subcontracted service will be provided or data processed, and any material impact on security, continuity, data protection, auditability or exit

9.4. Customer may object to a proposed change under Clause 9.3 only on reasonable, documented and risk-based grounds directly related to DORA compliance, security, operational resilience, concentration risk or lawful data transfer concerns.

9.5. If Customer objects under Clause 9.4 and the parties cannot resolve the objection within a reasonable period, Customer may terminate the affected Services on written notice, without liability for future charges relating to the terminated Services beyond fees accrued for Services already provided, and subject to any agreed transition assistance fees under Clause 12.

9.6. Supplier shall remain responsible under the Principal Agreement for the performance of any Subcontractor to the same extent as if Supplier had performed the relevant obligations itself.

9.7. Supplier shall impose written obligations on relevant Subcontractors that are materially consistent with the protections required for Supplier to perform the Principal Agreement and this Addendum, taking into account the nature of the subcontracted services and the supplier-side service model.

9.8. Supplier shall not be obliged to obtain Customer's prior consent to all Subcontractors as a class, provided that the notice, information and objection framework in this Clause is followed where applicable.

Art. 30(2)(a), Art. 30(3)(d), Art. 28(6), Art. 31(1), RTS 2025/532	***Establishes subcontractor visibility, notice, objection and control mechanisms***

10 BUSINESS CONTINUITY; DISASTER RECOVERY; TESTING

10.1. Supplier shall maintain business continuity and disaster recovery arrangements appropriate to the nature of the Services.

10.2. Supplier shall test such arrangements at intervals determined by Supplier's risk management processes and service model.

10.3. Upon reasonable request, Supplier shall provide Customer with summary information regarding the continuity and recovery arrangements relevant to the Services, including, where applicable, target service restoration timeframes or other resilience metrics ordinarily made available for the Services.

10.4. Supplier is not required to disclose full continuity playbooks, test scripts, security-sensitive recovery procedures, or architecture detail that would materially weaken Supplier's resilience framework if disclosed.

Art. 30(2)(h), Arts. 11–13, Art. 28(7), RTS 2024/1773	***Ensures continuity and recovery capabilities***

11 MONITORING; PERFORMANCE; SERVICE LEVELS

11.1. Supplier shall provide the Services in accordance with the service levels, support commitments and performance metrics expressly set out in the Principal Agreement or applicable service schedules.

11.2. Customer's ongoing monitoring rights shall be exercised through the reporting, assurance documentation, service reviews and governance mechanisms specified in the Principal Agreement and this Addendum.

11.3. Unless expressly stated otherwise in the Principal Agreement:

(a) service credits are Customer's primary monetary remedy for service level failures; and
(b) persistent or material service failure that meets the termination threshold in the Principal Agreement or Clause 13 may give rise to termination rights.

Art. 30(2)(c), Art. 28(5), RTS 2024/1773	***Enables performance monitoring through SLAs and reporting***

12 DATA ACCESS, RETURN, PORTABILITY AND TRANSITION ASSISTANCE

12.1. During the Subscription Term or Services term, Customer may access and retrieve its Customer Content using the functionality, APIs, export tools and support mechanisms made available for the Services under the Principal Agreement.

12.2. Upon expiry or termination of the affected Services, Supplier shall:

(a) provide Customer with a reasonable opportunity to retrieve Customer Content in a standard format supported by the Services; and
(b) delete or render inaccessible remaining Customer Content in accordance with the Principal Agreement and Supplier's retention processes, unless retention is required by law.

12.3. Supplier shall provide reasonable transition assistance for affected Services: (a) as expressly stated in the Principal Agreement or this Addendum; (b) where reasonably necessary to enable Customer to exercise access, recovery, return or portability rights under DORA; or (c) where otherwise agreed as a separately chargeable professional service.

12.4. Any transition assistance shall be:
a. commercially reasonable;
b. limited in duration and scope;
c. subject to Supplier's then-current professional services rates unless otherwise agreed; and
d. subject to the technical capabilities of the Services and the need to protect other customers and shared environments.

Art. 30(2)(e), Art. 30(2)(j), Art. 28(8)–(9), RTS 2024/1773	***Supports data portability and exit execution***

13 TERMINATION RIGHTS

13.1. In addition to any termination rights in the Principal Agreement, Customer may terminate the affected Services on written notice if:

a. Supplier commits a material breach of this

Addendum and fails to cure that breach within 30 days after written notice, where the breach is capable of cure;

b. a Competent Authority lawfully requires Customer to terminate the affected Services and Customer provides reasonable evidence of that requirement;
c. immediately on the giving of notice to Supplier where Customer identifies or becomes aware of circumstances or events which Customer reasonably considers are capable of altering the performance of the Services provided under the Principal Agreement, including material changes that affect the Services or Supplier;
d. there is a persistent material service failure affecting a Critical or Important Function and no commercially reasonable workaround or remediation is available within a reasonable period; or
e. immediately on the giving of notice to Supplier where there is evidence of material un-rectifiable weaknesses in the ICT risk management of Supplier or any Subcontractor it relies on, including in respect of the security of any Customer Data.

13.2. In respect of the exercise of termination rights under Clauses 13.1(b) or 13.1 (c) the Customer shall remain liable to pay all fees and charges up to the end of the Initial Term unless the termination arises due to a breach by the Supplier of this Addendum or the Principal Agreement.

13.3. Termination under this Clause shall apply only to the affected Services unless broader termination is objectively necessary.

13.4. Except where prohibited by law or directed otherwise by a Competent Authority, termination shall not relieve Customer of its obligation to pay fees accrued up to the effective date of termination, including transition assistance fees.

13.5. If the Principal Agreement is terminated or expires, or in the case of the insolvency, resolution or discontinuation of business operations of Supplier, Supplier shall ensure that any Competent Authority can access Customer Data and Confidential Information, and that Customer can access, retrieve, store or otherwise deal with any data owned by Customer, Customer Data and Confidential Information.

Art. 30(2)(i), Art. 30(3), Art. 28(7)–(8), Art. 31(2),	***Provides termination for regulatory, risk, subcontracting or***
30(2)(d). RTS 2024/1773	***performance failures***

14 REGULATORY COOPERATION; COMPETENT AUTHORITIES; ARTICLE 31 SUPPORT

14.1. Supplier shall cooperate with Customer and, where applicable lawfully required, with Competent Authorities, to the extent reasonably necessary in relation to the Services and proportionate to the nature of the request.

14.2. Such cooperation may include, as appropriate:

(a) responding to reasonable information requests relating to the Services;
(b) participating in meetings concerning material operational resilience issues;
(c) facilitating review through the assurance and audit framework in Clause 7; and
(d) providing information reasonably required for Customer's DORA register or risk assessment.

14.3. Nothing in this Addendum requires Supplier to:

(a) establish a direct contractual relationship with Customer's Competent Authorities except to the extent required by law;
(b) waive legal privilege;
(c) disclose Supplier Confidential Information beyond what is reasonably necessary and lawfully required;
(d) provide unrestricted access to source code, shared systems, or other customers' information; or
(e) accept instructions directly from a Competent Authority except where such authority has lawful power directly over Supplier.

14.4. If Supplier is designated as a CTPP under Article 31 DORA, or receives formal notice that such designation is being considered or has become effective, Supplier shall notify Customer without undue delay where legally permitted to do so.

14.5. If Supplier is designated as a CTPP, Supplier shall use commercially reasonable efforts to support Customer in understanding any material implications for the Services arising from the applicable DORA oversight framework, including by providing updated contact paths, governance processes or documentation relevant to Customer's use of the Services.

Art. 30(2)(g),	***Provides regulator***

Art. 31(1)–(4), Arts. 32–34, RTS 2024/1773	***cooperation and addresses CTPP oversight framework***

15 AWARENESS AND TRAINING *[DORA ARTICLE 30(2)(i)].*

On reasonable request from Customer, Supplier shall participate in Customer's (i) ICT security awareness programmes; (ii) digital operational resilience training; and (iii) other similar awareness and training initiatives. Where such participation in awareness and training initiatives is requested by Customer, Customer and Supplier will agree, in good faith and acting reasonably, which of Supplier personnel should participate.

16 LIABILITY

16.1. Nothing in this Addendum shall increase Supplier's liability beyond the limitations and exclusions set out in the Principal Agreement, except to the extent such limitation is not permitted by applicable law.

16.2. For the avoidance of doubt, Supplier does not assume responsibility under this Addendum for:

(a) Customer's compliance with laws applicable to Customer as a regulated financial entity;
(b) Customer's classification of functions as critical or important;
(c) Customer's concentration risk assessments;
(d) Customer's reporting obligations to Competent Authorities; or
(e) regulatory fines or penalties imposed on Customer, except to the extent they arise from Supplier's breach of this Addendum and cannot lawfully be excluded under applicable law.

17 AWARENESS AND TRAINING *[DORA ARTICLE 30(2)(i)].*

On reasonable request from Customer, Supplier shall participate in Customer's (i) ICT security awareness programmes; (ii) digital operational resilience training; and (iii) other similar awareness and training initiatives. Where such participation in awareness and training initiatives is requested by Customer, Customer and Supplier will agree, in good faith and acting reasonably, which of Supplier personnel should participate.

18 LIABILITY

18.1. Nothing in this Addendum shall increase Supplier's liability beyond the limitations and exclusions set out in the Principal Agreement, except to the extent such limitation is not permitted by applicable law.

18.2. For the avoidance of doubt, Supplier does not assume responsibility under this Addendum for:

(f) Customer's compliance with laws applicable to Customer as a regulated financial entity;
(g) Customer's classification of functions as critical or important;
(h) Customer's concentration risk assessments;
(i) Customer's reporting obligations to Competent Authorities; or
(j) regulatory fines or penalties imposed on Customer, except to the extent they arise from Supplier's breach of this Addendum and cannot lawfully be excluded under applicable law