

TERMS & CONDITIONS

The following terms and conditions shall govern the sale of Terminals and Equipment, the development of Bespoke Software (if applicable), and the Customer's use of the Services.

1. Definitions and Interpretation

In addition to any terms defined in the Order Form, the following definitions and rules of interpretation apply to this Agreement:

"API" means any application programming interface(s) operated or used by the Supplier for provision of the Services to the Customer.

"App" means any authentication application software made available to the Customer by the Supplier and through which the Services are delivered.

"Authorised Users" means those employees and independent contractors of the Customer who are authorised by the Customer to use the Software under this Agreement.

"Bespoke Software" means any software expressly described in a Statement of Work as 'bespoke software' to be developed for or otherwise provided to the Customer by Supplier for the Customer's exclusive use.

"Booking Operations" has the meaning given to it in clause 4.1.

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

"Confidential Information" means all confidential or proprietary information (however recorded or preserved) disclosed by one party or its employees, officers, subcontractors, representatives or advisers (together **"Representatives"**) to the other party and the other party's Representatives, including the terms of this Agreement, the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, products, services, data, know-how, or trade secrets of the disclosing party, including anything specified as being Confidential Information in clauses 13.4 and 13.5.

"Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of a company or other entity or organisation, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

"Controller, Processor, Data Subject, Personal Data, personal data breach, Processing and appropriate technical and organisational measures" shall each have the meaning given to it in the Data Protection Legislation.

"Customer Data" means any commercial or proprietary data which is uploaded or otherwise submitted to the Software directly by the Customer, its Authorised Users, or by the Supplier on the Customer's behalf, including any data submitted into the Software indirectly via any third party application used by the Customer excluding any Derived Data.

"Custom Payment Gateway" means an intermediary service used by the Customer to collect payments from its customers using each Terminal, provided by a person other than the Supplier's nominated provider.

"Data Protection Legislation" means all applicable privacy and data protection laws, including the EU General Data Protection Regulation (Regulation 2016/679) (**"GDPR"**), the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (**"UK GDPR"**), the Data Protection Act 2018, and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

"Data Subject Request" means a request from a Data Subject to access, correct, amend, transfer, or delete that Data Subject's Personal Data consistent with their rights under the Data Protection Legislation.

"Derived Data" means any data which is derived from the Customer's use of the Services or the processing by the Supplier of Customer Data, which shall include: (i) any data which is processed and stored as mathematical constructs; and (ii) statistical or aggregated data, but shall exclude any Personal Data.

"Documentation" means those printed or online instructions, manuals, screens, and diagrams distributed or otherwise provided by the Supplier that pertain to the Software.

"Effective Date" means the date identified as such on the applicable Order Form.

"Equipment" means the equipment (if any) other than

Terminals set out in the Order Form to be provided to the Customer by the Supplier in accordance with this Agreement.

"Equipment Fees" means the Fees (if any) payable by the Customer in relation to the provision of Equipment by or on behalf of the Supplier.

"Feedback" means any and all comments, suggestions, enhancement requests, recommendations or other feedback provided to the Supplier by the Customer from time to time in relation to the Equipment, Terminals, the Software, or the Services.

"Fees" means the fees set out in the Order Form which are payable in consideration of the provision of the Services, Terminals and the Equipment or either of them, including the Subscription Fees and the Professional Services Fees.

"Force Majeure Event" has the meaning set out in clause 17.3.

"Insolvency Event" means, with respect to a Party, (a) entering into a composition or arrangement with its creditors other than for the sole purpose of a solvent reconstruction; (b) an inability to pay its debts as they become due; (c) a person becoming entitled to appoint or appointing a receiver or an administrative receiver over that Party's assets; (d) a creditor or encumbrancer attaches or takes possession of the whole or any part of that Party's assets which is not discharged within 14 days; or (e) any event occurs, or proceeding is taken, in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in (a) to (d) above.

"Intellectual Property Rights" means patents, rights to inventions, copyright and neighbouring and related rights, trade marks, goodwill and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order Form" means a written request by the Customer (in terms agreed with the Supplier) for the provision by the Supplier of Terminals, certain Equipment or Services or any combination thereof in such form as the Supplier may require, which is executed by the Supplier and the Customer.

"Party" means a party to this Agreement, being either the Supplier or the Customer, and **"Parties"** means both of them.

"Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time by the Supplier, and which may include payment

via a third party payment processor.

"Personal Data" means any Personal Data contained in the Customer Data.

"Professional Services" if included in the Order Form, means the professional services described in the Statement of Work, to be provided by the Supplier for Customer's use of the Software.

"Professional Services Fees" means the fees set out in the Order Form which relate to the provision of the Professional Services.

"Services" means the provision by the Supplier of access to the Software to allow Authorised Users to access and use the Software on the Customer's behalf, and any Professional Services to be provided under this Agreement (in each case as applicable and given the context in which the term "Services" is used).

"Software" means the Supplier's software application known as Ventrata (including any related API, App, or Website from time to time) in the form made available by the Supplier from time to time to which the Customer will be granted remote access pursuant to the terms and conditions of this Agreement.

"Specification" means the functional specification for the Software as set out in the Documentation.

"Standard Contractual Clauses" means as applicable (a) the standard contractual clauses available at <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN> pursuant to the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to the GDPR ("**EU SCCs**"); and (b) the International Data Transfer Addendum to the EU SCCs issued by the Information Commissioner's Office under S119A(1) of the Data Protection Act available at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf> effective from 21 March 2022 ("**UK Addendum**").

"Statement of Work" or "**SOW**" means the document entitled 'Statement of Work', incorporated into the Order Form which describes the Professional Services (if any) to be provided by Supplier to the Customer pursuant to this Agreement.

"Sub-processor" means any natural or legal person, public authority, agency, or other body which possesses Personal Data on behalf of a data Controller or a data Processor.

"Subscription Fees" means the subscription fees detailed in the Order Form payable by the Customer to

the Supplier for use of the Software (as amended from time to time in accordance with the terms and conditions of this Agreement).

“**Terminal**” means a payment terminal (if any) referred to in the Order Form, to be provided to the Customer by the Supplier in accordance with this Agreement.

“**Terminal Fees**” means the Fees (if any) payable by the Customer in relation to the provision of Terminals by or on behalf of the Supplier.

“**Virus**” means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network, data, or the user experience, including worms, Trojan horses, viruses and other similar things or devices.

“**Website**” means any website operated by Supplier through which the Software is delivered to or accessed by the Customer.

1.2 In this Agreement: (a) clause, schedule and paragraph headings shall not affect the interpretation of this Agreement; (b) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; (c) a reference to writing or written includes e-mail; (d) references to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement; (e) any words following the terms including, include, in particular for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Supplies

2.1 The Customer may from time-to-time request that the Supplier provides Terminals, Equipment or Services or any combination of them and, where the Parties enter into an Order Form, the provision of such Terminals, Equipment and Services shall be governed by the terms and conditions of this Agreement.

2.2 Each Agreement shall be severable from each other Agreement.

3. Provision of Terminals or Equipment

3.1 Where the Order Form provides for the provision of Equipment or Terminals (or both) by the Supplier, subject to the Supplier's prior receipt of the relevant Fees, the Supplier shall:

3.1.1 supply the Terminals or Equipment in accordance with this Agreement and any specifications set out in the Order Form;

3.1.2 use reasonable endeavours to meet any agreed delivery dates;

3.1.3 ensure that each delivery of Terminals or Equipment is accompanied by a delivery note that shows the type and quantity of the Terminals and Equipment delivered and, if the Terminals or Equipment are being delivered in instalments, the outstanding Terminals or Equipment remaining to be delivered; and

3.1.4 deliver the Terminals and Equipment to the Location (as defined in the Order Form) after the Supplier notifies the Customer that the Terminals and Equipment are ready.

3.2 Delivery shall be completed on the completion of unloading of the Terminals and Equipment at the Location.

3.3 Notwithstanding clause 3.2, the Customer shall be responsible and liable for the Terminals and Equipment upon their loading for transport to the Customer.

3.4 Any dates quoted for delivery are approximate only.

3.5 The Supplier shall not be liable for any delay in delivery of the Terminals or Equipment caused by the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Terminals or Equipment.

3.6 If the Customer fails to take or accept delivery of the Terminals or Equipment within three Business Days of the Supplier notifying the Customer that the Terminals and Equipment are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under this Agreement in respect of the Terminals and Equipment, the Supplier shall store the Terminals and Equipment until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).

3.7 If ten Business Days after the day on which the Supplier notified the Customer that the Terminals and Equipment were ready for delivery the Customer has not taken or accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Terminals

and Equipment.

- 3.8 Title to each individual unit of Equipment and each Terminal shall pass to the Customer upon:
- 3.8.1 delivery to the Customer provided that the Supplier has first received payment in full (in cleared funds) for the relevant unit of Equipment or Terminal; and
- 3.8.2 payment in full (in cleared funds) for the relevant unit of Equipment or Terminal where full payment has not been made prior to delivery.
- 3.9 The Customer hereby acknowledges and agrees that:
- 3.9.1 the Supplier is not the manufacturer of the Terminals or the Equipment and does not give any warranty in relation to the Terminals or Equipment, whether express or implied;
- 3.9.2 where the manufacturer of the Terminals or Equipment provides any warranty in relation to the Terminal or Equipment, the Supplier shall use its commercially reasonable endeavours to assist the Customer with enforcing any such warranty during the Term;
- 3.9.3 clause 3.9.2 contains (as between the parties) the Supplier's only obligation and its sole responsibility relating to support of the Terminals and Equipment;
- 3.9.4 whilst the Terminals can be used to facilitate payments in connection with Booking Operations, the Supplier is not responsible for and shall not be liable for the Customer's use of the Terminals to facilitate any such payments including as a result of any loss, withholding or appropriation of funds or any delay in the transmission of funds, save to the extent that any such liability cannot be excluded or limited applicable law; and
- 3.9.5 where it uses the Terminal to facilitate payments, a third party payment services provider is responsible for processing such payments, and the applicable third party payment services provider's terms and conditions shall apply. The Supplier has no liability in respect of such payment services beyond the provision of the relevant Terminal as expressly stated in this Agreement.

4. Access to the Software

- 4.1 Subject to the Customer paying the Subscription Fees and complying with the terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable right to permit the Authorised Users to use the Software during the Term in for the purpose of the Customer creating an integrated ticket sales and booking system for use by its customers in the ordinary course of the Customer's business ("**Booking Operations**").
- 4.2 Except where the Order Form so provides, the rights provided under this clause 4 are granted to the Customer only and shall not be considered granted to any affiliate, subsidiary or holding company of the Customer.

5. Restrictions on use of the Terminals, Equipment and the Software

- 5.1 The Customer hereby acknowledges and agrees that use of the Terminals and Equipment shall be solely in connection with Booking Operations in combination with use of the Software, and the Customer shall ensure that the Terminals and Equipment are not used for any other purpose.
- 5.2 The Customer shall not access, store, distribute or transmit any Viruses or any material during its use of the Software, Terminals, or the Equipment that is unlawful, harmful, infringing, offensive, discriminatory, or which facilitates illegal activity or depicts sexually explicit images or causes damage or injury to any person or property. The Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's and Authorised Users' access to any material that breaches the provisions of this clause 5.1.
- 5.3 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, and except to the extent expressly permitted under this Agreement, the Customer shall not, and shall not attempt to, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Terminals, or the Equipment in any form or media or by any means, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software (including its object code and source code), Terminals, or the Equipment.
- 5.4 The Customer shall not, and shall not attempt to:
- (a) access all or any part of the Software,

Terminals, or the Equipment in order to build a product or service which competes with the Software, Terminals, or the Equipment; (b) make the Software, any of the Services, or (except in connection with Booking Operations) the Terminals or Equipment available to any third party except to Authorised Users; or (c) attempt to obtain, or assist any third party in obtaining, access to the Software, other than as provided under this Agreement.

5.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Terminals, Equipment or the Software and, in the event of any such unauthorised access or use, promptly notify the Supplier.

5.6 The Customer acknowledges and agrees that each Authorised User must keep a secure password for their use of the Software which must be kept confidential and secure against unauthorised access or use (including by any other Authorised User).

6. Supplier's Obligations

6.1 The Supplier shall (a) provide the Services to the Customer on and subject to the terms and conditions of this Agreement; and (b) use commercially reasonable endeavours to ensure that the Software conforms to the Specification.

6.2 Notwithstanding clause 6.1, the Customer acknowledges that the Software may evolve over time and that functionality may be added or removed from time to time.

6.3 The Supplier does not warrant that the Customer's use of the Software will be uninterrupted or error-free, or that the Software and/or the information or results obtained by the Customer through its use of the Software will meet the Customer's requirements. Subject to its obligations under Data Protection Legislation, the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of Customer Data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software may be subject to limitations, delays, and other problems inherent in the use of such communications facilities

6.4 The Supplier shall not be liable for any breach of its obligation under clause 6.1(b) to the extent any non-conformance with the Specification is caused by the Customer's use of the Software contrary to the Supplier's instructions, or modification or alteration of the Software by any party other than the Supplier or the Supplier's

duly authorised contractors or agents.

6.5 If the Software does not conform materially with the Specification, Supplier will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the expected result or function stipulated in the Specification. Such correction or substitution constitutes the Customer's sole and exclusive remedy for such non-conformance.

6.6 This Agreement shall not prevent Supplier from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under this Agreement.

7. Customer's Obligations

7.1 The Customer shall cooperate with the Supplier in all respects in relation to this Agreement, including granting to the Supplier all necessary access to information and Customer Data as may be required by the Supplier from time to time to fulfil its obligations under this Agreement, including granting to the Supplier full and unrestricted access to the Customer's account in order for the Supplier to provide support for, or to fix any errors in, the Software.

7.2 The Customer shall be responsible for setting the access rights for each of its Authorised Users and shall ensure that all Authorised Users' use of the Software is strictly in accordance with the terms and conditions of this Agreement. The Customer shall be responsible for any Authorised User's breach of this Agreement.

7.3 The Customer is responsible for providing any Dependencies stated in the Order Form and shall ensure that its network and systems comply with the relevant specifications provided by Supplier from time to time necessary for the operation of the Terminals, Equipment, and Software. The Customer shall be solely responsible for procuring and maintaining all network connections and telecommunications links from its systems to the Supplier's data centres.

7.4 The Customer shall comply with all applicable laws and regulations in the exercise of its rights and the performance of its obligations pursuant to this Agreement.

8. Suspension of Service

8.1 The Supplier may suspend the access to or use of the Software by any or all of the Authorised

Users if the Supplier determines that use of the Services:

- 8.1.1 is in breach of this Agreement;
- 8.1.2 poses a security risk;
- 8.1.3 is adversely impacting or may adversely impact (as appropriate) the Services or any service provided by the Supplier to a third party;
- 8.1.4 where it is in the legitimate interests of the Supplier to do so, including where there is a reasonable risk that the Customer may default in the payment of the Subscription Fees,

and the Supplier shall use its reasonable endeavours to notify the affected Authorised Users before the suspension takes effect and as soon as reasonably practicable thereafter, and may use any reasonable means to do so.

- 8.2 Where the Supplier suspends access to or use of the Software under clause 8.1, the Customer remains responsible for all Subscription Fees.

9. Professional Services

- 9.1 In addition to providing the Software, the Parties may agree in an Order Form that the Supplier will provide Professional Services (as further described in the Order Form) in consideration for the Professional Services Fees.
- 9.2 Unless otherwise agreed, Professional Services shall be provided remotely or from the Supplier's own premises. Where provided at other locations, the Customer acknowledges that additional expenses may apply.

10. Customer Data and Derived Data

- 10.1 The Customer shall own all right, title and interest in and to all the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Customer Data.
- 10.2 The Customer warrants and represents that it has the authority, including all necessary rights, licences, and permissions, to upload and use, and to permit the Supplier to use and Process, the Customer Data in accordance with this Agreement.
- 10.3 The Customer hereby grants to the Supplier a worldwide, non-exclusive, irrevocable, royalty free licence during the Term to use the Customer

Data for the purpose of providing the Services.

- 10.4 The Customer acknowledges that the Supplier may use the Customer Data and any Feedback to improve the performance and functionality of the Software to develop improvements, updates, upgrades, modifications, or derivative works thereof which shall constitute Improvements (as defined in clause 12.3).
- 10.5 The Supplier may track and analyse the Customer's and its Authorised Users' use of the Software for the purposes of security and to help the Supplier improve the Services, including the Software.
- 10.6 Each Party shall comply with its obligations under the Data Processing Addendum at Schedule 1 ("**DPA**"). The DPA is in addition to, and does not relieve, remove, or replace, the Parties' respective obligations or rights under the Data Protection Legislation.
- 10.7 The Customer shall indemnify and hold harmless the Supplier from and against all losses, damages, liabilities and claims, arising from or in relation to any third party claim that the processing and use of the Customer Data in accordance with this Agreement infringes or misappropriates any third party Intellectual Property Rights or breaches Data Protection Legislation.

11. Fees and Payment

- 11.1 Certain Fees are linked to use of the Software and Terminals. The Customer acknowledges and agrees that the Supplier will monitor the Customer's use of the Terminals and the Software for billing purposes.
- 11.2 The Fees payable by the Customer shall consist of:
 - 11.2.1 the Terminal Fees;
 - 11.2.2 the Equipment Fees;
 - 11.2.3 the monthly Subscription Fee;
 - 11.2.4 a per transaction fee, calculated as a percentage of each transaction carried out using the Software (the "**Transaction Fee**");
 - 11.2.5 where the Customer opts to use a Custom Payment Gateway, a per transaction fee, calculated as a percentage of each transaction carried out using the Software (the "**Custom**

Gateway Fee"); and

11.2.6 a monthly support fee payable in relation to use of the Terminals (the "**Terminal Support Fee**"),

the Terminal Support Fee, and the relevant percentage for the calculation of the Transaction Fee and (as applicable) the Custom Gateway Fee shall be set out in the Order Form.

11.3 The Customer shall pay the Fees in accordance with this clause 11 and any payment terms specified in the Order Form.

11.4 Each element of the Fees shall be payable as follows:

11.4.1 the Terminal Fees and Equipment Fees shall be payable in advance; and

11.4.2 commencing on the Effective Date, the Transaction Fees, Custom Gateway Fees, Subscription Fees and Terminal Support Fees shall be payable monthly in arrears.

11.5 The Customer must provide one or more Payment Method which the Customer authorises the Supplier to charge in accordance with this Agreement. The Supplier may refuse to provide Terminals, Equipment, or access to the Software if any payment is not successfully settled due to expiration, insufficient funds or otherwise. For some Payment Methods, the issuer may charge certain fees, such as foreign transaction fees or other fees relating to the processing of the Payment Method, which shall be due and payable by Customer. Customer may have to accept the terms and conditions of the issuer of the Payment Method, or the third party payment processor used by the Supplier to make the relevant payment.

11.6 The Supplier shall invoice the Customer for the Fees:

11.6.1 in advance of collecting payment where the relevant Payment Method is provided by the Supplier's partner payment solution; and

11.6.2 where the Customer elects to use a Payment Method other than the Payment Method to which clause 11.6.1 refers, at the intervals specified in the Order Form and the Customer shall pay each invoice within thirty (30) days of the date of such invoice.

11.7 All Fees are:

11.7.1 non-refundable except as required by law or as otherwise specifically provided in this Agreement; and

11.7.2 payable without set-off in respect of any liability of the Supplier.

11.8 If the Supplier has not received payment by the due date, and without prejudice to any other rights and remedies of the Supplier, the Supplier may, without liability: (i) disable the Customer's and all Authorised Users' access to all or part of the Software until the invoice(s) concerned are paid in full; and/or (ii) charge the Customer interest on a daily basis on any overdue amounts at an annual rate equal to 5% above the Bank of England's base rate, commencing on the due date and continuing until fully paid, whether before or after judgment.

11.9 Fees are payable in the currency detailed in the Order Form and are non-cancellable. Fees are stated exclusive of value added or other applicable sales tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

11.10 The Fees relating to the provision of Terminals and Equipment are exclusive of applicable shipping costs and (if any) applicable customs fees or duties and associated costs and expenses, which shall be added to the Supplier's invoice(s) at cost.

11.11 The Customer shall make all payments under this Agreement without withholding or deduction of, or in respect of, any and all taxes, unless required by law. If any such withholding or deduction is required, the Customer shall, when making the payment to which the withholding or deduction relates, pay to the Supplier such additional amount as will ensure that the Supplier receives the same total amount that it would have received if no such withholding or deduction had been required.

11.12 The Supplier shall be entitled to increase the Fees at the start of each Renewal Term upon thirty (30) days' prior written notice to the Customer.

12. Intellectual Property Rights

12.1 All Intellectual Property Rights in and to the Software, the Services, and the Derived Data, shall belong to and remain vested in (or automatically upon creation shall vest in), the Supplier. Except for the licence granted to the Customer in clause 4.1, nothing in this

Agreement grants to the Customer any rights to or in any Intellectual Property Rights in the Software or the Services.

12.2 Where a Statement of Work provides that the Supplier is to develop Bespoke Software for the benefit of the Customer:

12.2.1 all Intellectual Property Rights in and to the Bespoke Software shall belong to and remain vested in (or automatically upon creation shall vest in) the Party referred to in the Statement of Work as the 'owning party' (the "**Owning Party**"), and in the absence of any reference to any Owning Party in the Statement of Work, shall belong to and remain vested in (or automatically upon creation shall vest in) the Supplier; and

12.2.2 where the Owning Party is the Customer, the Customer shall be deemed to have granted the Supplier, its affiliates and subcontractors a non-exclusive, non-transferable, royalty-free, worldwide license to use the Bespoke Software during the Term for the purpose of the performance of Supplier's obligations under this Agreement.

12.3 Without prejudice to clause 12.1 or clause 5.4, to the extent that the Customer's or any Authorised User's use of the Software or provision of Feedback results in any modifications, adaptations, developments, or any derivative works of or to the Software or the Services ("**Improvements**"), then notwithstanding any rights or remedies of Supplier under clause 5.4 above, any and all Intellectual Property Rights in and to such Improvements shall immediately vest in and be owned by the Supplier.

12.4 The Supplier makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in the Software or the Equipment.

12.5 The Supplier shall defend the Customer against any third party claim that the use of the Software in accordance with this Agreement infringes any third party Intellectual Property Right and shall indemnify Customer for and against any amounts awarded against the Customer in judgment or settlement of such claims, provided that (i) the Supplier is given prompt notice of such claim; (ii) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; (iii) the

Supplier is given sole authority to defend or settle the claim; and (iv) the Customer makes no admission of liability or fault itself or on behalf of the Supplier.

12.6 In the defence or settlement of any claim pursuant to clause 12.5 above, the Supplier may at its sole option and expense either: (i) procure for the Customer the right to continue using the Software in the manner contemplated by this Agreement; (ii) replace or modify the Software so that it becomes non-infringing; or (iii) terminate this Agreement immediately by providing written notice to the Customer, without liability to the Customer.

12.7 The Supplier shall not in any circumstances have any liability (including in respect of the indemnity provided under clause 12.5) if the alleged infringement is based on: (i) modification of the Software by anyone other than the Supplier; or (ii) the Customer's or any Authorised User's use of the Software otherwise than in accordance with this Agreement or in a manner contrary to the instructions given to the Customer by the Supplier; or (iii) the Customer's or any Authorised User's use of the Software after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or (iv) use or combination of the Software with any other software or hardware, in circumstances where, but for such combination, no infringement would have occurred.

12.8 The Customer shall defend the Supplier, its officers, directors, employees and affiliates against all or any costs, claims, damages or expenses incurred by the Supplier in respect of any third party claim relating to the Customer's or any Authorised User's use of the Equipment or the Software otherwise than in accordance with this Agreement, provided that (i) the Customer is given prompt notice of such claim; (ii) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (iii) the Customer is given sole authority to defend or settle the claim; and (iv) the Supplier makes no admission of liability or fault itself or on behalf of the Customer.

13. Confidential Information

13.1 Each Party agrees to keep confidential and not use for any purpose other than the performance of its obligations under this Agreement, all Confidential Information of the other Party.

13.2 Each Party will only disclose or reveal any of the other Party's Confidential Information disclosed to it to: (i) those of its personnel who are required

in the course of their duties to receive it for the purpose for which it is supplied (provided that each Party shall ensure that any such personnel to whom it discloses the other Party's Confidential Information comply with this clause 13.2); and (ii) any court, governmental or administrative authority competent to require the same, or as required by any applicable law, regulation, or governmental or regulatory body which is lawfully entitled to require the disclosure (and in each such case, the Party shall, if legally permissible, notify the other Party of the requirement as soon as reasonably practicable and use commercially reasonable endeavours to discuss with the other Party and agree any possible limitations or restrictions on disclosure in advance to the extent permitted by law).

13.3 The provisions of clauses 13.1 and 13.2 shall not apply to information that: (i) is or becomes generally available in the public domain otherwise than arising in connection with a breach of this clause by the recipient; (ii) is lawfully in the recipient's possession free of any restrictions as to its use or disclosure at the time of disclosure by the disclosing Party; (iii) is lawfully acquired from an independent third party who did not itself obtain it under an obligation of confidentiality; or (iv) is independently developed without access or reference to any information disclosed by the disclosing Party.

13.4 The Customer acknowledges that the Software, including the way in which data, information, works and materials are visualised when using, or are otherwise presented by, the Software and the results of any performance tests of the Software, constitute the Supplier's Confidential Information.

13.5 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

13.6 The provisions of this clause 13 shall survive termination or expiry of this agreement, however arising.

14. Limitation of Liability

14.1 This clause 14 sets out the entire financial liability of the Supplier to the Customer arising under or in connection with this Agreement, including in respect of any use made by the Customer or its Authorised Users of the Terminals, Equipment, Software, and the Services or any other person permitted to use any of them under this Agreement.

14.2 Except as expressly and specifically provided in this Agreement, the Customer assumes sole

responsibility for any information or results obtained by Authorised Users from use of the Terminals, Equipment, or Software, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information or data, or any actions taken by the Supplier at the Customer's direction. No other party is entitled to rely on the output, information or results produced by the Customer through its use of the Terminals, Equipment, or Software for any purpose whatsoever.

14.3 Except as expressly and specifically provided in this Agreement, all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement. The Customer acknowledges that, except as expressly provided in this Agreement, the Terminals, Equipment, Software and Services, and any information provided by or on behalf of the Supplier are provided to the Customer on an "as is" basis.

14.4 Nothing in this Agreement excludes either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or for any liabilities that cannot be excluded under applicable law.

14.5 Subject to clause 14.4, the Supplier shall not be liable for any consequential, indirect, special, incidental, punitive or exemplary damages, whether foreseeable or unforeseeable, including loss of profit, loss of business, loss of goodwill, loss of or corruption of data, loss caused or contributed to by any agent or Representative of the Customer, loss caused as a result of the Software being unavailable as a result of planned downtime for the Software, as notified to the Customer from time to time, loss arising from any failure of the Customer's infrastructure and/or utilities, loss caused as a result of the Software being unavailable due to a Force Majeure Event, or loss caused by the failure or delay of any third party application or service or network.

14.6 Subject to the other provisions of this clause 14, the Supplier's entire, aggregate liability to the Customer whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising out of or relating to this Agreement shall be limited to the total Subscription Fees and Transaction Fees paid by the Customer during the twelve (12) months immediately preceding the date on which the claim arose. Pursuant to the Service Level Agreement attached as Annex 2, Ventrata shall be liable for any breach of such Annex, and its

liability shall encompass the penalties and credits as specified in the aforementioned Annex.

15. Audit

The Supplier is entitled on reasonable notice from time to time to require the Customer to permit or procure the permission for a duly authorised employee, agent or representative of the Supplier to audit the use of the Software, and to assess compliance with this Agreement, including for this purpose to access premises and systems, and to take copies of records.

16. Term and Termination

- 16.1 This Agreement shall commence on the Effective Date and continue for the Term, unless terminated in accordance with this clause 16 or any additional termination provisions specified in the Order Form.
- 16.2 If the Customer wishes to terminate this Agreement during a Renewal Term (or fails to give the requisite termination notice to the Supplier prior to the start of a new Renewal Term), the Fees due for the remainder of that Renewal Term shall become immediately due and payable to the Supplier within thirty (30) Business Days.
- 16.3 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if: (i) the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than ten (10) Business Days after being notified in writing to make such payment; or (ii) if the other Party commits a material breach of any terms of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within ten (10) Business Days after being notified in writing to do so; or (iii) the other Party suspends, ceases, or threatens to suspend or cease carrying on its business or a substantial part thereof, or suffers an Insolvency Event.
- 16.4 Without prejudice to any other rights or remedies hereunder to which the Supplier may be entitled, if the Supplier knows or has reasonable grounds to suspect that the Customer is acting in breach of its obligations under this Agreement (including failure to pay the Fees), the Supplier may notify the Customer in writing accordingly and may suspend the Customer's and all Authorised Users' access to the Software until such breach can be remedied, or until the Supplier is satisfied, acting reasonably, that its suspicions are unfounded.

- 16.5 On termination of this Agreement for any reason (a) all licences granted under this Agreement shall immediately terminate; (b) subject to the terms and conditions of this Agreement, each Party shall return or destroy and make no further use of any Confidential Information, equipment, property and other items (and all copies of them) belonging to the other party; and (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

17. General

- 17.1 **Entire agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 **Assignment.** The Customer shall not assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the Supplier. The Supplier may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement without requiring any additional consent from the Customer.
- 17.3 **Force Majeure.** Neither Party is responsible for failing to fulfil its obligations (other than its payment obligations) under this Agreement due to causes beyond its reasonable control that directly or indirectly delay or prevent timely performance ("**Force Majeure Event**"). Any dates or times by which each Party is required to render performance under this Agreement shall be postponed automatically to the extent that the Party is delayed or prevented from meeting them by a Force Majeure Event. If the Force Majeure Event prevents, hinders, or delays the affected Party's performance of its obligations for a continuous period of more than 30 days, the affected Party may terminate this Agreement by giving 30 days' written notice to the other Party.
- 17.4 **Notices.** All notices relating to this Agreement shall be in writing and delivered by recorded delivery only to the Party concerned at the relevant address shown at the top of this Agreement and, in the case of the Supplier, by email to partnerships@ventrata.com (or such other address or email address as may be notified from time to time in accordance with this

clause 17.4). Any such notice shall take effect at 9.00 am on the second Business Day after posting.

17.5 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised Representatives).

17.6 **Waiver.** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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

17.8 **Relationship.** The relationship between the Parties is that of independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person. The Parties acknowledge that the arrangements between them are non-exclusive. Nothing contained in this Agreement shall prohibit either of the Parties from conducting business activities with other third parties.

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

17.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

17.11 **Governing Law.** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

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

SCHEDULE 1

DATA PROCESSING ADDENDUM

Interpretation

- 1.1 Capitalised terms used in this Schedule and not otherwise defined in the Agreement shall have the meaning given to them in the Data Protection Legislation.
- 1.2 If there is a conflict between the Agreement and this Data Processing Addendum, the terms of this Data Processing Addendum shall prevail. In the event of any conflict or inconsistency between this Data Processing Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

2. Data Processing Obligations

- 2.1 The Parties acknowledge and agree that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor of the Personal Data and a description of the Personal Data and the Processing activities undertaken by the Supplier is set out in clause 5.

3. The Supplier's processing obligations

- 3.1. To the extent that the Supplier processes any Personal Data on behalf of Customer in connection with the Services, the Supplier shall:
 - 3.1.1. only Process such Personal Data in accordance with the purposes set out in this Agreement and notify Customer immediately if in its opinion the Customer's instructions infringes applicable law;
 - 3.1.2. maintain a record of its Processing activities under this Agreement in accordance with and to the extent required by Article 30(2) GDPR, and the Supplier shall at any time upon request, deliver up to Customer details of such Processing activities;
 - 3.1.3. ensure that access to any such Personal Data is restricted to those of its personnel who need to have access in order to perform the Services and who are subject to confidentiality obligations in respect of the Personal Data;
 - 3.1.4. notify Customer without undue delay if it suffers a Personal Data Breach, if it receives any Data Subject Request relating to the Personal Data, and shall: (a) not respond to the Data Subject Request without Customer's prior written consent and in accordance with Customer's instructions; and (b) shall provide such assistance as Customer may reasonably require in respect of such Personal Data in order for Customer to comply and respond to the Data Subject Request in accordance with the Data Protection legislation;
 - 3.1.5. provide reasonable assistance to Customer in inputting into and carrying out data protection impact assessments and, to the extent required under the Data Protection Legislation, prior notification under Article 36 of GDPR; and
 - 3.1.6. ensure that it has implemented appropriate organisational and technical measures in order to comply with its obligations under this paragraph 3.
- 3.2. To the extent legally permitted, Customer shall be responsible for any costs arising from the Supplier's provision of assistance beyond the existing functionality of the Services.
- 3.3. The Supplier is permitted to engage a Sub-processor to Process any of the Personal Data on Customer's behalf in connection with the Services. The Customer pre-approves the Supplier's use of third party processors for the purposes of fulfilling its obligations, including those Sub-processors listed under [Link](#). The Supplier shall:
 - 3.3.1. inform Customer prior to the appointment or removal of any such Sub-processor, thereby giving Customer an opportunity to object to the appointment or removal. If Customer objects on reasonable grounds, the Supplier shall either: i) alter its plans to use the Sub-Processor with respect to Personal Data, or (ii) take corrective steps to remove Customer's objections. If none of the above options are reasonably available or the issue is not resolved within 30 days of the objection, either party may terminate this Agreement; and
 - 3.3.2. ensure that such Sub-processor is subject to a written agreement which imposes on it binding contractual

obligations which are equivalent to the terms imposed on the Supplier under this Schedule; and

- 3.3.3.** ensure that the Sub-processor's Processing of such Personal Data terminates upon termination of the Supplier's right to Process the data,

provided that the Supplier shall be liable for the acts and omissions of such Sub-processors in relation to the Processing of such Personal Data.

- 3.4.** Customer acknowledges that the Supplier and its Sub-Processors may Process Personal Data outside of the EEA or UK in non-adequate countries. The Supplier will abide by the requirements of the Data Protection Legislation regarding the transfer and Processing of Personal Data from the EEA or UK. The Supplier will ensure that transfers of Personal Data to a third country or an international organization that does not ensure an adequate level of protection are subject to appropriate safeguards as described in Article 46 of the GDPR or UK GDPR such as the Standard Contractual Clauses.
- 3.5.** If any Personal Data transfer between the Customer and the Supplier requires execution of the Standard Contractual Clauses to comply with the Data Protection Legislation the parties shall comply with Schedule 2. As applicable, execution of the Agreement includes execution of the Standard Contractual Clauses.
- 3.6.** In the event any replacement Standard Contractual Clauses include a transition period for implementation, the Supplier shall notify the Customer of the date on which such Standard Contractual Clauses shall become effective which in any event shall be prior to the expiration of such transition period.
- 3.7.** Upon termination or expiry of this Agreement, the Supplier shall cease all Processing of any Personal Data Processed on Customer's behalf under this Agreement and shall, at Customer's option, return or destroy and delete all such Personal Data.
- 3.8.** In order to demonstrate the Supplier's compliance with the Data Protection Legislation and the terms of this Schedule, the Supplier shall:
- 3.8.1.** provide Customer with such information as Customer reasonably requests from time to time to enable Customer to satisfy itself that the Supplier is complying with its obligations under this Schedule and the Data Protection Legislation; and
- 3.8.2.** allow Customer, at Customer's sole cost and expense access (on reasonable notice and no more than once a year) to its premises where Personal Data is Processed under this Agreement to allow Customer to audit its compliance with this Schedule and the Data Protection Legislation and shall provide reasonable co-operation as requested by Customer in the performance of such audit. The Parties shall agree in advance on the reasonable start date, duration and security and confidentiality controls applicable to such audit.

4. Obligations of Customer

- 4.1.** Customer shall:

- 4.1.1.** have at all times during the term of this Agreement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to protect any Personal Data;
- 4.1.2.** provide clear and comprehensible written instructions to the Supplier for the processing of Personal Data to be carried out under this Agreement; and
- 4.1.3.** ensure that it has all the necessary licences, permissions, consents and notices in place to enable lawful transfer of Personal Data to the Supplier for the duration and purposes of this Agreement.

5. Processing Particulars

- 5.1.** Data Subjects. The categories of Data Subjects whose Personal Data may be Processed in connection with the Agreement are data subjects who have registered with the Customer.
- 5.2.** Categories of Personal Data. The categories of Personal Data to be Processed in connection with the Agreement are first name, last name, company, e-mail, phone, postal code, country, notes, tax ID, tax office, age, language,

- 5.3. Special Categories of Personal Data. Special categories of Personal Data, if any, to be Processed in connection with the Agreement are health related information requiring special arrangements.
- 5.4. Processing Operations. Ticketing Services.
- 5.5. Duration. The Supplier will Process the Personal Data on the Customer's behalf for the duration of the Agreement.

SCHEDULE 2

STANDARD CONTRACTUAL CLAUSES

The parties agree that the applicable Standard Contractual Clauses are incorporated into the Data Processing Addendum by reference, as if they had been set out in full, and are populated as follows. Unless expressly stated below, any optional clauses contained within the Standard Contractual Clauses shall not apply.

The following Standard Contractual Clauses shall apply where Personal Data is transferred to a third country (unless the transfer is permitted on the basis of an adequacy decision):

- a) **CONTROLLER \square PROCESSOR (Module Two of the Standard Contractual Clauses)** if Customer, acting as a Controller, is making a restricted transfer of Personal Data subject to the GDPR and/or the UK GDPR (as applicable) to Supplier, acting as a Processor;
- b) **PROCESSOR \square PROCESSOR (Module Three of the Standard Contractual Clauses)** if Customer, acting as a Processor, makes a restricted transfer of Personal Data subject to the GDPR and/or the UK GDPR (as applicable) to Supplier acting as a Processor; and/or
- c) **PROCESSOR \square CONTROLLER (Module Four of the Standard Contractual Clauses)** if Supplier, acting as a Processor, makes a restricted transfer of Personal Data subject to the GDPR and/or the UK GDPR (as applicable) to Customer, acting as a Controller.

UK Addendum

The parties agree that the UK Addendum is incorporated into the Data Processing Addendum by reference, as if it had been set out in full, and is populated and shall be read against the EU SCCs as follows. Unless expressly stated below, any optional clauses contained within the UK Addendum shall not apply.

Start Date

The UK Addendum is effective from the date of Agreement.

1. Table 1: Parties

Exporter and key contact: As set out in Annex 1 of the Standard Contractual Clauses below.

Importer and key contact: As set out in Annex 1 of the Standard Contractual Clauses below.

2. Table 2: Selected SCCs, Modules and Clauses

As applicable, Module 2, Module 3 or Module 4 of the EU SCCs as incorporated by reference into the Data Processing Agreement including any supplementary clauses set out within this Schedule.

3. Table 3: Appendix Information

As set out in Annex 1 and Annex 2 of the of the Standard Contractual Clauses below.

4. Table 4: Ending this Addendum when the Approved Addendum Changes

In the event the Information Commissioner's Office issues a revised Approved Addendum, in accordance with Section 18 of the UK Addendum which as a direct result of such changes has a substantial, disproportionate and demonstrable increase in: (a) the data importer's direct costs of performing its obligations under the Addendum; and/or (b) the data importer's risk under the Addendum, the data importer may terminate this UK Addendum on reasonable written notice to the data exporter in accordance with Table 4 and paragraph 19 of the UK Addendum.

Supplementary clauses for Module Two and Module Three

Erasure and deletion: For the purposes of Clause 8.5, Section II of Module Two and Module Three of the Standard Contractual Clauses the data importer shall delete the Personal Data in accordance with clause 3.7 of the Data Processing Addendum.

Audit: The parties acknowledge that the data importer complies with its obligations under Clause 8.9, Section II of Module Two and Module Three of the Standard Contractual Clauses by (i) acting in accordance with clause 3.8 of the Data Processing Addendum and (ii) exercising its contractual audit rights it has agreed with its Sub-Processors. For the purposes of Clause 8.9(e), Section II of Module Three of the Standard Contractual Clauses, the data exporter shall ensure the results are provided to the relevant controller(s) on a confidential basis and that the controller(s) have committed themselves to confidentiality in respect of the same.

Notifications: For the purposes of Clause 8, Section II of Module Three of the Standard Contractual the data exporter shall use all reasonable endeavours to ensure any instructions provided by the relevant controller(s) are directed via the data exporter. The data exporter shall be responsible for ensuring any notifications provided by the data importer are promptly notified to the relevant controller(s) in order to fulfil the data importer's notification obligations pursuant to Clause 8.

Sub-Processors: For the purposes of Clause 9, Section II of Module Two and Module Three of the Standard Contractual Clauses, the Parties agree that option 2: general written authorization shall apply and the data importer shall notify the data exporter of any changes in accordance with clause 3.3 of the Data Processing Addendum. For the purposes of Clause 9, Section II of Module Three of the Standard Contractual Clauses, the data importer shall notify the data exporter of any changes to a Sub-Processor and the data exporter shall be responsible for ensuring such notifications are provided to the relevant controller(s) and shall inform the data importer of any objections within the time frames specified. Copies of any Sub-Processor agreements (redacted as appropriate) requested from the data importer shall be provided to the data exporter for onward provision to the relevant controller, as applicable.

Data Subject Rights: For the purposes of Clause 10(a) to (c) Section II of Module Three of the Standard Contractual Clauses, the parties acknowledge that given the nature of the Processing by the data importer it would not be appropriate for the data importer to notify or assist the controller directly in respect of any requests received from a Data Subject.

Transfer impact assessment: For the purposes of Clause 14(c), Section III of Module Two and Module Three of the Standard Contractual Clauses, the data exporter acknowledges a transfer impact assessment has been made available by the data importer on or prior to the date of the Agreement which the data exporter accepts as sufficient to fulfil the data importer's obligations pursuant to Clause 14(c) and 14(a) of the Standard Contractual Clauses.

For the purposes of Clause 14(c), 15.1(b) and 15.2, Section III of Module Two and Module Three of the Standard Contractual Clauses, the parties agree that "best efforts" and the obligations of the data importer under clause 15.2 shall mean exercising the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a leading practice engaged in a similar type of undertaking under the same or similar circumstances and shall not include actions that would result in civil or criminal penalty such as contempt of court under the laws of the relevant jurisdiction.

Governing law and Jurisdiction: For the purposes of Clause 17 and 18, Section IV of Module Two and Module Three of the EU SCCs, the parties agree that the laws and courts of the Republic of Ireland will apply. For the purpose of the UK Addendum, the parties acknowledge and accept that the laws and courts of England and Wales will apply.

Supplementary clauses for Module Four

Erasure and Deletion: For the purposes of Clause 8.1(d), Section II of Module Four of the Standard Contractual Clauses, the data exporter shall delete the Personal Data in accordance with clause 3.7 of the Data Processing Addendum.

Governing law and Jurisdiction: For the purposes of Clauses 17 and 18, Section IV of Module Four of the EU SCCs and the UK Addendum, the parties agree that the laws and courts of England and Wales will apply.

Annex 1 to the Standard Contractual Clauses (Module Two and Module Three)

A. List of Parties

Data exporter: Customer is the data exporter.

Contact details: As provided in the Order Form.

Data importer: The data importer is the Supplier.

Contact details: Ventrata Limited, 73 Cornhill, London, EC3V 3QQ, United Kingdom, E-mail: support@ventrata.com.

B. Description of Transfer

Data Subjects: As detailed in clause 5 of the Data Processing Addendum.

Categories of data: As detailed in clause 5 of the Data Processing Addendum.

Special categories of data: As detailed in clause 5 of the Data Processing Addendum.

Frequency, duration and retention: Frequent transfer, retention as long as required to fulfil the contract

Nature and purpose of the Processing: As detailed in clause 5 of the Data Processing Addendum.

Sub-Processors: As provided on website.

C. Competent supervisory authority

The competent supervisory authority shall be determined in accordance with Clause 11, Section II of Module Two and Module Three of the EU SCCs. In respect of the UK Addendum, the competent supervisory shall be read as Information Commissioner.

Annex 1 to the Standard Contractual Clauses (Module Four)

A. List of Parties

Data exporter: Customer is the data exporter.

Contact details: As provided in the Order Form

Data importer: The data importer is the Supplier..

Contact details: Ventrata Limited, 73 Cornhill, London, EC3V 3QQ, United Kingdom, E-mail: support@ventrata.com.

B. Description of Transfer

Data Subjects: As detailed in clause 5 of the Data Processing Addendum.

Categories of data: As detailed in clause 5 of the Data Processing Addendum.

Special categories of data: As detailed in clause 5 of the Data Processing Addendum.

Frequency, duration and retention: Frequent transfer, retention as long as required to fulfil the contract

Nature and purpose of the Processing: As detailed in clause 5 of the Data Processing Addendum.

Sub-Processors: As provided on the Processor's Website

Annex 2 to the Standard Contractual Clauses

Security measures implemented by the data importer

1. Latest Version of Software

Ventrata ensures automatic updates are installed to upgrade to the latest version of software installed on operating system and the programs that we use. This is the same for both computers and mobile devices. The staff is required to upgrade too the manufacturers' latest update as soon as possible to minimise risk and vulnerabilities.

2. Strong and unique passwords

We follow basic guidelines for choosing passwords which include a different password for each service. We ask our staff to have passwords that are hard to guess, and that contain a mix of letters, numbers, and symbols. We require staff to change passwords every three months.

3. Two steps are always better than one

Having a secure password may not be enough. We rely on the ICO's recommendation on activating the two-step verification process whenever possible. This way, if anyone tries to access our account, the service will ask for a code which is only sent to the user's mobile.

4. Surf carefully online

We ask our staff to be vigilant when they receive any warnings received and do not click on unfamiliar files or links, unless it is a website that is totally secure, a warning that the website isn't following correct security protocol needs to be taken seriously.

5. An antivirus is essential

We rely on robust antivirus software with firewall as a barrier against attacks.