

ECKOH SOFTWARE AS A SERVICE AGREEMENT FOR AWS MARKETPLACE

By selecting “I agree” or similar button or checkbox and clicking the “Confirm and Submit” or “Submit” button you represent and warrant that you have read, understand and agreed to all the terms of this Agreement, are authorized to enter into this Agreement and this Agreement is legally binding on you.

1. SCOPE.

- 1.1. **Terms and Conditions.** This Software as a Service Agreement for AWS Marketplace (the “**Agreement**”) sets forth the terms and conditions applicable to the licensing of Eckoh’s PCI DSS Level 1 compliant payment Software (“**Eckoh**”) by the Party subscribing to the Software (“**Customer**”) through the AWS Marketplace, deployed via SaaS, via an AWS Marketplace Listing. The offer of the Software as an AWS Marketplace Listing, and Customer’s purchase of the corresponding Subscription on the AWS Marketplace, constitutes each Party’s respective acceptance of this Agreement and their entry into this Agreement (defined below). Unless defined elsewhere in this Agreement, terms in initial capital letters have the meanings set forth in Section 13. Customer and Eckoh may be referred to collectively as the “**Parties**” or individually as a “**Party**”.
- 1.2. **Software Subscription.** Customer will subscribe to a Subscription as set forth in the AWS Marketplace Listing in accordance with this Agreement. Eckoh will supply and sell the Subscription to Customer. A Subscription, as described in the applicable AWS Marketplace Listing, will be a Software deployed via SaaS (“**SaaS Software**”). Software may be targeted for specific geographic regions, and Support Services may vary by geography as set forth in the applicable AWS Marketplace Listing. The fee or rate for the Subscription is set forth in the applicable AWS Marketplace Listing.
- 1.3. **Taxes.** Each Party will be responsible, as required under applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement. Applicable taxes and duties may be due in addition to the fees or rates payable by Customer. Eckoh may charge and Customer will pay, where applicable, national, state or local sales or use taxes, or value added or goods and services tax, or withholding or other taxes (“**Taxes**”). Where required by local legislation, Amazon Web Services, Inc. may charge for Taxes in its own name for Subscriptions made by Customer on the AWS Marketplace, and Customer will pay such Taxes. Customer will receive a compliant tax invoice, where required. Eckoh will be responsible for all other taxes or fees arising (including interest and penalties) from transactions and the documentation of transactions under this Agreement. Upon request, Customer will provide such information to Eckoh as reasonably required to determine whether Eckoh is obligated to collect Taxes from Customer. Eckoh will not collect (or will refund to Customer), and Customer will not be obligated to pay (or will be entitled to a refund from Eckoh), any such Tax or duty for which Customer furnishes Eckoh a properly completed exemption certificate or a direct payment permit certificate or for which claims an available exemption from Tax. Eckoh will provide Customer with any forms, documents or certifications as may be required for Customer to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.
- 1.4. **Agreement.** Each Subscription is subject to and governed by this Agreement, the applicable AWS Marketplace Listing, the terms and conditions of the NDA (if any), the Privacy and Security Terms for SaaS Subscriptions, and any amendments to any of the foregoing as may be agreed upon by the Parties, which together constitute the agreement between Customer and Eckoh (the “**Agreement**”). Each Subscription is a separate agreement between Customer and Eckoh. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (a) any amendment agreed upon by the parties; (b) the Privacy and Security Terms for SaaS Subscriptions; (c) the NDA (if any); (d) this Agreement; and (e) the AWS Marketplace Listing.

2. LICENCES.

- 2.1. **Licensed Materials.** For Eckoh’s PCI DSS Level 1 compliant SaaS Software, Eckoh hereby grants to Customer (and Customer’s authorized users, if any), a non-exclusive, non-transferable, non-sublicensable worldwide license under all Intellectual Property Rights in and to the SaaS Software and SaaS Service in connection with the Customer’s internal business operations and for no other purpose. Customer accepts sole responsibility for the use of Eckoh’s SaaS Software and SaaS Service, Customer’s authorized users, and any other user who gains access to the SaaS Software and SaaS Service through Customer or its authorized users, to access, receive and use the SaaS Software and SaaS Service in accordance with the applicable AWS Marketplace Listing and to allow its Users to access, receive and use the SaaS Software and SaaS Service.

- 2.2. **Restrictions.** Except as specifically provided in this Agreement, Customer and any other User of any Licensed Materials, in whole or in part, may not: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof; (d) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software; (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Licensed Materials to third parties; (f) use the Licensed Materials to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Licensed Materials to any third party.

3. PROVISION OF SERVICES

- 3.1. **SaaS Service.** Following purchase by Customer of a SaaS Subscription in accordance with the AWS Marketplace Listing, Eckoh will provide, and continue to provide the SaaS Service to Customer until completion of the Subscription.
- 3.2. **Fulfilment Options.** In addition to purchasing a SaaS Subscription in accordance with the AWS Marketplace Listing, Eckoh will require the Customer to purchase professional services in accordance with the AWS Marketplace Professional Services Listing. On fulfilment of the Professional Services, Eckoh will provide the PCI-DSS Responsibility Matrix.
- 3.3. **Support Services.** Eckoh will provide Support Services to Customer in accordance with the support plan incorporated into the AWS Marketplace Listing. Eckoh will use reasonable endeavors to provide the Services without interruption. Eckoh makes no warranty that the Services will be uninterrupted or error free.
- 3.4. **Suspension of Services.** Eckoh will be entitled to suspend the Services where required to comply with any order, instruction or request of a Regulatory Body or as necessary to preform maintenance and improvement works to underlying systems. Eckoh will provide notice as reasonably required in the circumstances.
- 3.5. **Service Updates.** Eckoh will be entitled to make corrective code and updates to the Services. Any such updates will become part of the Intellectual Property Rights of Eckoh.

4. FEES

- 4.1 Customers shall pay all fees for the Services within (30) days of receipt of invoice. All fees paid by Customer are non-refundable and non-prorated unless otherwise noted in this Agreement or otherwise agreed to by the parties.
- 4.2 Eckoh reserves the right to increase the charges annually on 1st January. Any increase to the pricing rate table will be a maximum of the percentage increase in the Consumer Prices Index or 5% in the preceding twelve (12) month period, whichever is greater.
- 4.3 If Customer chooses to upgrade their Subscription or increase the number of authorized Users, any incremental Subscription Charges associated with such upgrade will be prorated over the remaining time in the relevant payment cycle, charged to the Customer's Account and due and payable on the next payment date. Customer's future Subscription Charges will reflect any such upgrade in full.
- 4.4 Eckoh may increase or add new fees and charges for the Service by giving at least 30 days' prior notice. Eckoh reserve the right to contact the Customer about special pricing if Customer maintains an exceptionally high number of Users, an unusually high monthly recording ratio per User or other excessive stress on the Service.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. **Licensed Materials.** Subject to the licenses granted herein, Eckoh will retain all right, title and interest it may have in and to the Licensed Materials, including all Intellectual Property Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Customer any rights of ownership or any other Intellectual Property rights in or to the Licensed Materials.
- 5.2. **Feedback.** If Customer provides any suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services ("**Feedback**"), Eckoh may use and incorporate Feedback in Eckoh's products and services. Customer will have no obligation to provide Feedback, and all Feedback is provided by Customer "as is" and without warranty of any kind.
- 5.3. The Customer agrees that Eckoh shall be entitled to make reasonable use of, and reference to, the Customers name and logo for marketing purposes.

6. WARRANTIES

- 6.1. **Services.** Eckoh represents and warrants that the Services will be performed in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services.
- 6.2. **Warranty Exclusions.** Eckoh will have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Software by Customer in violation of this Agreement or applicable Law; (b) unauthorized modifications to the Licensed Materials made by Customer or its Personnel; (c) use of the Software in combination with third-party equipment or software not provided or made accessible by Eckoh or contemplated by the AWS Marketplace Listing or Documentation; or (d) use by Customer of Software in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Customer.
- 6.3. **Compliance with Laws.** Each Party represents and warrants that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time ("**Laws**") applicable to such Party in its performance under this Agreement.
- 6.4. **Power and Authority.** Each Party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.
- 6.5. **Disclaimer.** EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE LICENSED MATERIALS, SERVICES, CUSTOMER MATERIALS AND CUSTOMER DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Eckoh does not warrant: (a) that the Licensed Materials will meet Customer's requirements; or (b) that the operation of the Software will be uninterrupted or error free.

7. CONFIDENTIALITY

- 7.1. **Confidential Information.** "**Confidential Information**" means any nonpublic information directly or indirectly disclosed by either Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party's Confidential Information or Intellectual Property Rights. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Licensed Materials are Confidential Information of Eckoh.
- 7.2. **Obligations.** The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 7. Except as necessary for the proper use

of the Software, the exercise of a Party's rights under this Agreement, performance of a Party's obligations under this Agreement or as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

- 7.3. **Compelled Disclosure.** If and to the extent required by law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.
- 7.4. **NDA.** Customer and Eckoh may agree that a separate nondisclosure agreement between Customer and Eckoh ("NDA") will apply to the Subscription, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of subsections 7.1 through 7.3 of this Section 7.

8. **Obligations and Responsibilities.**

- 8.1. **Acceptable Use.** Customer will not intentionally use the SaaS Software or SaaS Service to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or criminal activity; (c) interfere with or disrupt the integrity or performance of the Software or data contained therein or on Eckoh's system or network; or (d) perform penetration testing, vulnerability testing or other security testing on the Software or Eckoh's systems or networks or otherwise attempt to gain unauthorized access to the Software or Eckoh's systems or networks.

8.2. **Customer Data and Customer Materials**

- 8.2.1. Customer is and will continue to be the sole and exclusive owner of all Customer Materials, Customer Data and other Confidential Information of Customer, including all Intellectual Property Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Eckoh any rights of ownership or any other Intellectual Property Rights in or to the Customer Data and Customer Materials.
- 8.2.2. Customer will obtain all necessary consents, authorizations and rights and provide all necessary notifications in order to provide Customer Data to Eckoh and for Eckoh to use Customer Data in the performance of its obligations in accordance with the terms and condition of this Agreement, including any access or transmission to third parties with whom Customer shares or permits access to Customer Data.
- 8.2.3. The Parties agree that Customer Data and Customer Materials are Confidential Information of Customer. Customer hereby grants to Eckoh a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 12.2), revocable license, under all Intellectual Property Rights, to reproduce and use Customer Materials and Customer Data solely for the purpose of, and to the extent necessary for, performing Eckoh's obligations under this Agreement. In no event will Eckoh access, use or disclose to any third party any Customer Data or any Customer Materials for any purpose whatsoever (including, without limitation, the marketing of Eckoh's other products or services) other than as necessary for the purpose of providing the Software and Services to Customer and performing its obligations under this Agreement. Eckoh will not aggregate, anonymize or create any data derivatives of Customer Data other than as necessary to provide the Software or Services and to perform its obligations in accordance with the terms and conditions of this Agreement.

- 8.3. **Security.** Eckoh will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures: (a) to maintain the security and confidentiality of Customer Data; and (b) to protect Customer Data from known or reasonably anticipated threats or hazards to its security, availability and integrity, including accidental loss, unauthorized use, access, alteration or disclosure. Without limiting the foregoing, Eckoh will provide the SaaS Services in compliance with the Security Addendum attached hereto.

8.4. **Data Protection Legislation refer to addendum**

- 8.4.1. Each Party will comply with all data protection Laws, and any implementations of such Laws, applicable to its performance under this Agreement and as specified in the Data Protection Addendum attached to

this Agreement. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific data protection Laws or their implementations.

8.4.2. Without limiting the generality of the foregoing, if Eckoh is collecting or furnishing Personal Information to Customer or if Eckoh is processing, storing or transferring Personal Information on behalf of Customer, then Eckoh and Customer and/or their Affiliate(s), as applicable, will agree to supplemental privacy and security terms consistent with applicable Law, and if the Personal Information is regarding individuals in the European Economic Area, Eckoh and Customer agree to be bound by the attached Data Processing Addendum or other terms and conditions agreed upon by Customer and Eckoh that reflect their respective legal obligations with respect to Personal Information and any applicable data transfer mechanisms. For purposes of this Agreement, “**Personal Information**” means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity or any data, data element or information that is subject to breach notification, data security obligations or other data protection Laws. For the avoidance of doubt, no Personal Information should be processed or transferred under this Agreement without Privacy and Security Terms necessary for compliance with applicable Law.

8.5. **Remedies.** Each Party agrees that in the event of a breach or threatened breach of this Section 8, the non-breaching Party will be entitled to injunctive relief against the breaching Party in addition to any other remedies to which the non-breaching Party under Clause 8.

9. LIMITATION OF LIABILITY

9.1. **Disclaimer; General Cap.** SUBJECT TO SECTIONS 9.2 AND 9.3, IN NO EVENT WILL (a) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) EITHER PARTY’S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE GREATER OF , THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID BY CUSTOMER FOR THE SUBSCRIPTION, UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGES.

9.2. **Exception for Gross Negligence, Willful Misconduct or Fraud.** THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTION 9.1(a) AND (b) WILL NOT APPLY TO A PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

9.3. **Exception for Certain Indemnification Obligations.** THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 9.1(a) AND (b) WILL NOT APPLY TO ANY COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY AN ENGLISH COURT OR AGREED UPON PURSUANT TO SETTLEMENT AGREEMENT THAT ARE SUBJECT TO SUCH PARTY’S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT.

10. INDEMNIFICATION

10.1. **Eckoh Indemnity.** Eckoh will, at its expense, indemnify, defend and hold harmless Customer and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively “**Customer Indemnified Parties**”) from and against any and all claims, actions, proceedings and suits brought by a third party, and any and all liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys’ fees) (“**Claims**”), to the extent arising out of or relating to an allegation of Eckoh’s breach of Intellectual property claims.

10.2. **Customer Indemnity.** Customer will, at its expense, indemnify, defend and hold harmless Eckoh and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively “**Eckoh Indemnified Parties**”) from and against any and all claims, actions, proceedings and suits brought by a third party, and any and all liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys’ fees) (“**Claims**”) to the extent arising out of or relating to an allegation of any of the following: (a) infringement, misappropriation or violation of any Intellectual Property Rights by the Customer Materials or Customer Data or Eckoh’s use thereof as permitted under this Agreement; and (b) any unauthorized or unlawful receipt, processing, transmission or storage of Customer Data by Eckoh in the performance of its obligations as permitted under this Agreement resulting from breach of Customer’s obligations under Section 8.2.2.

10.3. **Process.** The parties seeking indemnification pursuant to this Section 10 (each, an “**Indemnified Party**” and collectively, the “**Indemnified Parties**”) will give the other Party (the “**Indemnifying Party**”) prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party’s expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will control the defense or settlement of the Claim, provided that the Indemnifying Party, without the Indemnified Parties’ prior written consent: (a) will not enter into any settlement that; (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Section 10; (iii) imposes any non-monetary obligations on any Indemnified Party; and (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a). The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable Law.

10.4. **Infringement Remedy.** In addition to Eckoh’s obligations under Section 10.1, if the Software or other Licensed Materials is held, or in Eckoh’s opinion is likely to be held, to infringe, misappropriate or violate any Intellectual Property Rights, or, if based on any claimed infringement, misappropriation or violation of Intellectual Property Rights, an injunction is obtained, or in Eckoh’s opinion an injunction is likely to be obtained, that would prohibit or interfere with Customer’s use of the Licensed Materials under this Agreement, then Eckoh will at its option and expense either: (a) procure for Customer the right to continue using the affected Licensed Materials in accordance with the license granted under this Agreement; or (b) modify or replace the affected Licensed Materials so that the modified or replacement Licensed Materials are reasonably comparable in functionality, interoperability with other software and systems, and levels of security and performance and do not infringe, misappropriate or violate any third-party Intellectual Property Rights. If, in such circumstances, Eckoh cannot not successfully accomplish any of the foregoing actions on a commercially reasonable basis, Eckoh will notify Customer and either Party may terminate the Subscription and this Agreement, in which case Eckoh will refund to Customer any fees prepaid to Eckoh by Customer prorated for the unused portion of the Subscription. For clarity, Eckoh’s indemnification and defense obligations under this Section include infringement Claims based on use of the Licensed Materials by Customer Indemnified Parties following an initial infringement Claim except that, if Eckoh responds to an infringement Claim by accomplishing the solution in (b), Eckoh will have no obligation to defend and indemnify Customer for infringement Claims arising from Customer’s use after the accomplishment of (b) of the infringing Licensed Materials for which Eckoh provided modified or replacement Licensed Materials.

10.5. **Limitations**

10.5.1. Eckoh will have no liability or obligation under this Section 10 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Licensed Materials not provided by Eckoh or its Personnel; (b) use of the Software in combination with third-party equipment or software not provided or made accessible by Eckoh or not specifically referenced for use with the Licensed Materials by the AWS Marketplace Listing or Documentation; or (c) use of the Licensed Materials by Customer in breach of this Agreement. Eckoh’s liability under this Section 10 with respect to any infringement Claim that is attributable to use of the Software in combination with third-party equipment or software provided or made accessible by Eckoh or specifically referenced by the AWS Marketplace Listing or Documentation is limited to Eckoh’s proportional share of defense costs and indemnity liability based on the lesser of: (i) the value of the contribution of the Licensed Materials to the total value of the actual or allegedly infringing combination; or (ii) the relative contribution of the Licensed Materials to the actual or allegedly infringed claims (e.g., the Licensed Materials are alleged to satisfy one limitation of a claim with four separate limitations and Eckoh would be responsible for a 25% share of the defense and indemnity obligations).

10.5.2. Customer will have no liability or obligation under this Section 10 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Customer Materials or Customer Data not provided by Customer or its Personnel; or (b) use of the Customer Materials or Customer Data by Eckoh in breach of this Agreement.

10.5.3. This Section 10 states the entire liability of Eckoh with respect to infringement, misappropriation or violation of Intellectual Property Rights of third parties by any Licensed Materials or any part thereof or by any use thereof by Customer, and this Section 10 states the entire liability of Customer with respect

to infringement, misappropriation or violation of Intellectual Property Rights of third parties by any Customer Materials, Customer Data or any part thereof or by any use, receipt, storage or processing thereof by Eckoh.

10.6. **Not Limiting.** The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

11. TERM AND TERMINATION.

11.1. **Term.** This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement. Each Subscription term shall be limited to 12 months from the point of purchase from the AWS marketplace.

11.2. **Termination for Convenience.** Customer may terminate the Subscription or this Agreement without cause at any time upon notice to Eckoh or using the termination or cancellation functionality available through the AWS Services. Customer will not be entitled to refund of fees nor relieved of any future payment obligations for any unused portion of the Subscription.

11.3. **Termination for Cause.** Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party. In the case of a SaaS Subscription, termination by Eckoh pursuant to this Section does not prejudice Customer's right, and 's obligation, to extract or assist with the retrieval or deletion of Customer Data as set forth in Section 8.2.3 following such termination.

11.4. Effect of Termination

11.4.1. Upon termination or expiration of this Agreement, Customer's right to use the Software licensed under such Subscription will terminate, and Customer's access to the Software and Service provided under such Subscription may be disabled and discontinued. Termination or expiration of any Subscription purchased by Customer from Eckoh will not terminate or modify any other Subscription purchased by Customer from Eckoh.

11.4.2. Termination of this Agreement shall not affect the rights of the parties to the Agreement that may have accrued up to the date of termination.

11.4.3. Sections 5 (Intellectual Property Rights), 7 (Confidentiality), 8.2.1 (Customer Data and Customer Materials), 9 (Limitations of Liability), 10 (Indemnification), 11.4 (Effect of Termination), 12 (General) and 13 (Definitions), together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason; but the nonuse and nondisclosure obligations of Section 7 will expire five years following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

12. GENERAL

12.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Customer and Eckoh. Neither Amazon Web Services, Inc. nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

12.2. **Force Majeure.** Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, if and to the extent that such failure or delay is the result of a Force Majeure Event. A Party whose performance is or may be affected by a Force Majeure Event shall inform the other party as soon as reasonable practicable, but no later than 3 working days, after becoming aware of the Force Majeure Event.

- 12.3. **Headings.** The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 12.4. **No Third-Party Beneficiaries.** Except as specified in Section 10 with respect to Customer Indemnified Parties and Eckoh Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 12.5. **Notices.** To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the Agreement; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.
- 12.6. **Nonwaiver.** Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.
- 12.7. **Relationship of Parties.** The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Customer and Eckoh, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Customer and Eckoh. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.
- 12.8. **Severability.** If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.
- 12.9. **Subcontracting.** Eckoh may use Subcontractors in its performance under this Agreement, provided that: (a) Eckoh remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Eckoh or cause any loss of warranty under this Agreement; and (b) Eckoh agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Eckoh such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by Eckoh. The performance of any act or omission under this Agreement by a Subcontractor for, by or through Eckoh will be deemed the act or omission of Eckoh. Upon request, Eckoh will identify to Customer any Subcontractors performing under this Agreement, including any that have access to Customer Data, and such other information reasonably requested by Customer about such subcontracting.
- 12.10. **Governing Law.** This Agreement will be governed and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to this Agreement.

13. DEFINITIONS

- 13.1. **"Affiliate"** means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.
- 13.2. **"AWS Marketplace"** means the software marketplace operated by Amazon Web Services, Inc. located at <https://aws.amazon.com/marketplace/> as it may be updated from time to time.
- 13.3. **"AWS Services"** means the cloud computing services offered by Amazon Web Services, Inc. as they may be updated from time to time.
- 13.4. **"Customer Data"** means all data, records, files, information or content, including text, sound, video, images and software, that is (a) input or uploaded by Customer or its Users to or collected, received, transmitted, processed, or stored by Customer or its Users using the Software or SaaS Service in connection with this Agreement, or (b) derived from (a). Customer Data is Confidential Information of Customer.
- 13.5. **"Customer Materials"** means any property, items or materials, including Customer Data, furnished by Customer to Eckoh for Eckoh's use in the performance of its obligations under this Agreement.
- 13.6. **"Contractor"** means any third party contractor of Customer or other third party performing services for Customer, including outsourcing suppliers.

- 13.7. **"Documentation"** means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, "read-me" files, release notes and other materials related to the Software (including all information included or incorporated by reference in the applicable AWS Marketplace Listing), its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that Eckoh publishes or provides under this Agreement.
- 13.8. **"Force Majeure Event"** means an occurrence of an event or circumstance beyond the reasonable control of a Party, provided that the non-performing Party is without fault in causing or failing to prevent such occurrence and includes without limitation
- 13.9. **"Licensed Materials"** means the Software, Documentation and any other items, materials or deliverables that Eckoh provides, or is obligated to provide, under this Agreement.
- 13.10. **"PCI-DSS"** means the Payment Card Industry Security Standard
- 13.11. **"Personnel"** means a Party or its Affiliate's directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Parties).
- 13.12. **"Privacy and Security Terms"** means Section 7.5, the attached Security Addendum and any other terms and conditions regarding the privacy and security of data agreed upon by the parties that are a part of this Agreement, whether in an addendum or amendment to this Agreement.
- 13.13. **"Intellectual Property Rights"** means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.
- 13.14. **"SaaS"** means a way that the Software offered by Eckoh under an AWS Marketplace Listing may be provisioned to Customer where the Software is delivered to Customer on a software-as-a-service basis. Eckoh deploys the hosted Software under Eckoh's account on the AWS Services infrastructure and is responsible for granting Customer access to and use of the Software and SaaS Service.
- 13.15. **"SaaS Service"** means the SaaS Software as deployed and hosted by Eckoh on the AWS Service infrastructure, any software and other technology provided or made accessible by Eckoh that Customer is required or has the option to use in order to access, receive and use the SaaS Software as hosted by Eckoh, including any software or technology that Customer is required or has the option to install, operate and use on Customer's systems for its use of the SaaS Software, and all related services, functions or responsibilities of Eckoh inherent in, and necessary for, the proper performance of such software-as-a-service.
- 13.16. **"Services"** means all services and tasks that Eckoh provides, or is obligated to provide, under this Agreement, including without limitation Support Services.
- 13.17. **"Software"** means the computer software identified in the applicable AWS Marketplace Listing and any other software, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the Software that Eckoh provides, or is obligated to provide, under this Agreement.
- 13.18. **"AWS Marketplace Listing"** means an offer by Eckoh or a Reseller, as set forth in the detail page on the AWS Marketplace, to license Software for a specific use capacity and provide Support Services subject to this Agreement, including Eckoh's policies and procedures referenced or incorporated in the detail page.
- 13.19. **"Subcontractor"** means any third party subcontractor or other third party to whom Eckoh delegates any of its duties and obligations under this Agreement.
- 13.20. **"Subscription"** means a subscription ordered by Customer in the AWS Marketplace and fulfilled by Eckoh for the licensing and provision of the SaaS Software listed in an AWS Marketplace Listing.
- 13.21. **"Support Services"** means the support and maintenance services for the Software that Eckoh provides, or is obligated to provide, as described in the AWS Marketplace Listing.
- 13.22. **"System Data"** means data and data elements collected by the SaaS Software, SaaS Service or Eckoh's computer systems regarding configuration, environment, usage, performance, vulnerabilities and security of the SaaS Software or SaaS Service that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the SaaS Software.
- 13.23. **"User"** means an employee, non-employee worker or other member of Customer or any of its Affiliates' workforces, Contractor of Customer or any of its Affiliates or other person or software program or computer systems authorized by Customer or any of its Affiliates to access and use the Software as permitted under this Agreement.
- 13.24. **"Warranty Period"** means, in the case of SaaS Software the term of the Subscription.

Security Addendum for Agreement for AWS Marketplace (Basic Security Requirements)

This Security Addendum (this “**Security Addendum**”) is part of the Agreement for AWS Marketplace (the “**Agreement**”) between Eckoh and Customer and governs the treatment of Confidential Information of Customer in the case of a SaaS Subscription. All capitalized terms used but not defined in this Addendum have the meanings given to them in the Agreement.

1. **Security Program.** Eckoh will, consistent with industry standard practices, implement and maintain a security program: (a) to maintain the security and confidentiality of Confidential Information; and (b) to protect Confidential Information from known or reasonably anticipated threats or hazards to its security, availability and integrity, including accidental loss, unauthorized use, access, alteration or disclosure. Eckoh will safeguard Customer’s Confidential Information with at least the degree of care it uses to protect its own confidential information of a like nature and no less than a reasonable degree of care. Without limitation, Eckoh’s policies will require, and the safeguards to be implemented by Eckoh, will include at a minimum, but without limitation to, the following:
 - 1.1. appropriate administrative controls, such as communication of all applicable information security policies, information security and confidentiality training, and assignment of unique access credentials (which shall be revoked upon termination);
 - 1.2. controls to ensure the physical safety and security of all facilities (including third party locations) where Confidential Information may be processed or stored, including, at a minimum, locked doors and keys/key cards to access any facility and a business continuity plan that is regularly reviewed and updated;
 - 1.3. controls to limit access to Eckoh’s systems and Confidential Information, including a password policy for all Personnel that access Confidential Information and a prohibition on the use of shared credentials for users and/or systems; and
 - 1.4. regular testing and evaluation of the effectiveness of the safeguards for the protection of Confidential Information.
2. **Security Requirements.** Without limiting Eckoh’s duties and obligations under Section 1 of this Security Addendum, Eckoh will comply with the following requirements:
 - 2.1. **Eckoh’s Systems; Access**
 - 2.1.1. Eckoh shall not and shall not permit a third party to access, use or disclose Confidential Information except as specifically authorized in the Agreement or this Security Addendum.
 - 2.1.2. Eckoh will safeguard Confidential Information in a controlled environment consistent with industry standards.
 - 2.1.3. Eckoh shall establish, maintain and enforce the security access principles of “segregation of duties” and “least privilege” with respect to Confidential Information.
 - 2.1.4. Eckoh will maintain a list of systems where Confidential Information is processed and stored and maintain a list of Personnel who have access to those systems.
 - 2.1.5. Eckoh will have in place industry standard policies and processes to limit access to Personal Information including: (i) a unique individual user-id will be used for each user that accesses Confidential Information; (ii) any temporary password issued will be unique and must be changed upon first use; (iii) no Confidential Information, nor a subset of Confidential Information (such as part of a user’s Social Security Number), will be used in either the user-id or the initial temporary password; and (iv) it will establish a process to ensure timely revocation of access when access is no longer allowed for an individual (e.g. separation, role change).
 - 2.1.6. Eckoh will have in place industry standard end user authentication processes including that passwords will not be displayed, printed stored in clear text and will be required to be at least six characters, case sensitive, different from user-ids and will be a combination of at least uppercase, lowercase and numerals. The process for users to change their passwords will meet the following requirements: (i) passwords are not sent in email (except for temporary/one-time use passwords); (ii) users receive a separate notification upon password and/or profile changes such as an email or mail; and (iii) password resets require authentication of individual identity.
 - 2.1.7. Eckoh will time out an authenticated session and require re-authentication should the session expire. If using cookies for authenticated session management, the cookies must be marked as secure, and any authentication material must be encrypted.
 - 2.1.8. Upon Customer’s request, Eckoh shall provide Customer a copy of or online viewing access to a summary of its policies, processes and administrative controls by which Confidential Information is used, disclosed, stored, processed or otherwise transmitted or handled, and any material modifications to such policies, processes and controls.
 - 2.2. **Personnel.**
 - 2.2.1. Access to Confidential Information will be restricted to authorized Personnel and provided only on a need to know basis. Personnel having access to Confidential Information shall be bound by a written agreement with Eckoh with requirements and restrictions no less than those set forth herein. Each

Personnel must pass a background check consistent with industry standards before having access to Confidential Information.

- 2.2.2. Eckoh shall provide security awareness training to all Personnel authorized by Eckoh to have access to Confidential Information ("**Authorized Personnel**"). Such training shall be: (i) consistent with industry standards; (ii) designed, at a minimum, to educate all such individuals on maintaining the security, confidentiality and integrity of Personal Information consistent with this Security Addendum; and (iii) be provided no less than annually.
 - 2.2.3. Eckoh shall have in place a process by which Authorized Personnel and other user accounts are created and deleted in a secure and timely fashion.
 - 2.3. **Records and Risk Assessments.** Eckoh agrees to maintain and enforce retention policies for any and all reports, logs, audit trails and any other documentation that provides evidence of security, systems, and audit processes and procedures in accordance with all applicable laws and regulations.
 - 2.4. **Business Continuity.** Eckoh will establish and implement plans and risk controls, consistent with industry standards, for continuity of its performance under this Agreement ("**Business Continuity Plan**"). Eckoh's Business Continuity Plan will include safeguards to resume the SaaS Service and recover and make available Customer Data, within a reasonable time after a security breach or any significant interruption or impairment of operation or any loss, deletion, corruption or alteration of data. Eckoh will review its Business Continuity Plan on a regular basis and update it in response to changes within its company and industry standards.
 - 2.5. **Personal Information.**
 - 2.5.1. Eckoh understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information relating to individuals, it shall act only on instructions and directions from Customer as set out in the Agreement. Eckoh shall comply within a reasonable time frame (which shall in no event be longer than any time frame for compliance required by law) with all such instructions and directions.
 - 2.5.2. Eckoh shall as soon as reasonably practicable in the circumstances, and in any event within three days of becoming aware of any data subject access request, serve notice on Customer of any request made by a data subject to access Personal Information processed by Eckoh on behalf of Customer and, if required by Customer, permit Customer to handle such request and at all times cooperate with and assist Customer to execute its obligations under the law in relation to such data subject access requests.
3. **Data Security Breach Notification.**
- 3.1. Eckoh will inform Customer promptly upon discovery of any compromise, unauthorized access to, alteration, loss, use or disclosure of any Confidential Information or any other breach of the confidentiality, security or integrity of Confidential Information (each, a "**Security Incident**"), provided that such notification is not prohibited by legal authorities. Eckoh will investigate and conduct a root cause analysis on the Security Incident and take all reasonable steps to prevent further compromise, access, alteration, loss, use or disclosure of such Confidential Information. Eckoh will provide Customer written details and regular updates regarding Eckoh's internal investigation of each Security Incident, and Eckoh will cooperate and work together with Customer to formulate and execute a plan to rectify all Security Incidents.
 - 3.2. Eckoh shall be responsible for all its costs related to or arising from any Security Incident, including without limitation investigating the Security Incident. At Customer's request and cost, Eckoh will reasonably cooperate with Customer, at Eckoh's expense, in complying with its obligations under applicable law pertaining to responding to a Security Incident.
 - 3.3. Eckoh's obligation to report or respond to a Security Incident under this Section is not an acknowledgement by Eckoh of any fault or liability with respect to the Security Incident. Customer must notify Eckoh promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the SaaS Service.
4. **General.**
- 4.1. Customer shall retain ownership of Confidential Information. Eckoh shall not obtain any ownership interest in Confidential Information.
 - 4.2. Eckoh shall not retain Confidential Information beyond the expiration or termination of the Agreement, except as provided in this Security Addendum, the Agreement or by law. Upon completion of the Services, Confidential Information shall be promptly returned, deleted or destroyed as required under the Agreement. If Eckoh cannot promptly return, delete or destroy Confidential Information, Eckoh shall protect such Confidential Information in accordance with this Security Addendum for so long as Eckoh retains such Confidential Information.
 - 4.3. If Eckoh subcontracts its obligations under this Security Addendum, Eckoh shall enter into a written agreement with its subcontractor that (i) imposes in all materials respects the same obligations on the subcontractor that are imposed on Eckoh under this Security Addendum ("**Subcontractor Obligations**"), and (ii) does not allow further subcontracting of its obligations. Without limiting the foregoing, Eckoh shall remain liable to Customer for its obligations under this Security Addendum, including any misuse or

mishandling of Confidential Information by its subcontractors. Eckoh will be responsible for the compliance of the subcontractors with the terms of this Addendum.

- 4.4. Eckoh shall comply with and shall cause each of its subcontractors to comply with all applicable laws and regulations including all data protection and security laws and regulations whether in effect at the time of execution of this Security Addendum or coming into effect thereafter. This Security Addendum does not limit other obligations of Eckoh, including under any Laws that apply to Eckoh or its performance under this Agreement.
- 4.5. This Security Addendum and all provisions herein shall survive as long as Eckoh and/or subcontractor retains any Confidential Information.

General Data Protection Regulation Data Processing Addendum for AWS Marketplace

This Data Protection Addendum forms part of the Agreement for Services provided by Eckoh and sets out the details of the processing of Personal Data

1. Eckoh shall:
 - 1.1 Process the Personal Data only to the extent, and in such a manner, as is necessary for the provision of Services under this Agreement and shall not Process the Personal Data for any other purpose;
 - 1.2 comply with Data Protection Legislation when Processing the Personal Data;
 - 1.3 ensure that it has appropriate technical and organisational measures in place to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data held or Processed;
 - 1.4 comply with, and ensure that its employees, representatives, agents or sub-contractors comply with, Eckoh's obligations under this clause and otherwise comply with reasonable requests of the Customer with regard to the security and Processing of the Personal Data;
 - 1.5 restrict access to the Personal Data to those individuals with a need to access for their role (and in the case of any access by any employee, ensure that access to the Personal Data is limited to such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties);
 - 1.6 ensure that all Eckoh employees have undertaken training in the laws relating to handling personal data and are aware both of Eckoh's duties and their personal duties and obligations under such laws;
 - 1.7 take reasonable steps to ensure the reliability of all individuals who have access to the Personal Data;
 - 1.8 ensure that any copies of Personal Data in the possession or under the control of Eckoh are permanently destroyed when they are no longer required for the performance of the Services;
 - 1.9 notify the Customer within 48 hours of any unauthorised, unlawful or accidental Processing, disclosure, loss of, damage to, access to or destruction of the Personal Data or if the Personal Data is or becomes corrupted or unusable, and give to the Customer assistance as reasonably required by the Customer in such respect;
 - 1.10 except as necessary to comply with an overriding contractual, regulatory or legal obligation as permitted under the Data Protection Legislation, promptly amend, transfer, vary and/or delete any Personal Data held by or on behalf of Eckoh upon request from the Customer;
 - 1.11 promptly notify the Customer of any request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited;
 - 1.12 promptly notify the Customer of any request of a Regulatory Body in relation to the Personal Data and co-operate and comply with the directions or decisions of any Regulatory Body in relation to the Personal Data, and in each case within such timescale as would enable the Customer to meet any time limit imposed by any Regulatory Body (as applicable);
 - 1.13 promptly notify the Customer of any request from a Data Subject for access to that person's Personal Data and provide the Customer with reasonable co-operation and assistance in complying with any such request; and
 - 1.14 promptly on request, provide to the Customer a copy of all Personal Data held or controlled by it in the format and on the media deemed reasonable by Eckoh.
 - 1.15 Eckoh will abide by the data protections laws of the United Kingdom. To ensure that Personal Data can be transferred from the UK or EEA in the provision of Services, Eckoh shall, where necessary, reasonably agree to sign standard contractual clauses for the transfer of Personal Data to processors in a third country as set out in a decision of the ICO or European Commission, as applicable.
2. If Eckoh receives any complaint, notice or communication which relates to the Processing of the Personal Data or to either party's compliance with the Data Protection Legislation, it will immediately notify the Customer and it shall provide the Customer with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
3. The Customer undertakes to Eckoh that it shall:
 - 3.1 comply with the Data Protection Legislation;
 - 3.2 not knowingly do or omit to do, permit anything to be done, or instruct Eckoh to do, anything which causes Eckoh to breach the Data Protection Legislation or any relevant enactments, regulations, orders, standards and other similar instruments;
 - 3.3 for any Personal Data transferred to Eckoh, have sole responsibility for the accuracy, quality and legality of Personal Data, and the means by which the Customer acquired Personal Data and shall ensure that it has recorded the necessary legal basis for Eckoh to lawfully and fairly Process Personal Data in connection with the provision of the Services and as otherwise contemplated by this Agreement;
 - 3.4 notify Eckoh upon becoming aware that Personal Data has become inaccurate or out of date;

- 3.5 be responsible for the security of any systems provided by the Customer to Eckoh, or requested by the Customer to be used for the provision of Services by Eckoh; and
 - 3.6 only provide to Eckoh, or request Eckoh to obtain, Personal Data limited to that which is necessary for Eckoh to fulfil its obligations under this Agreement.
4. Customer consents to Eckoh engaging third parties to process Customer Personal Data provided that Eckoh:
 - 4.1 gives notice of any change in sub-processors at least thirty (30) days prior to any such change;
 - 4.2 imposes data protection obligations on any sub-processor to a standard no less stringent than as required by this Agreement; and
 - 4.3 remains liable for any breach of this Agreement that is caused by its sub-processor, subject to the limitations of liability set out in the Agreement.
 5. Customer may object to the appointment or replacement of a sub-processor prior to its appointment or replacement within the 14 days of receipt of the notice from Eckoh. In such event, the parties shall discuss commercially reasonable alternative solutions in good faith. If the parties cannot reach resolution, Eckoh will either not appoint or replace the sub-processor or, if this is not possible, Customer may suspend or terminate the Agreement without cause.
 6. Where Personal Data is transferred outside of the UK by Eckoh, Eckoh will, at its sole discretion, ensure that such transfer is carried out on the basis of an adequacy decision by the Data Protection Legislation.
 7. Definitions
 - 7.1 'Agreement' means the Order Form signed by the Customer incorporating the Standard Terms and Conditions and this Data Protection Addendum;
 - 7.2 'Customer' means the entity who has agreed to receive Services from Eckoh under an Order Form;
 - 7.3 'Data Protection Legislation' means
 - 7.4 'Personal Data' shall have the meaning as defined in the Data Protection Legislation;
 - 7.5 'Process' shall have the meaning as defined in the Data Protection Legislation;
 - 7.6 'Regulatory Body' means the Information Commissioner's Office in the UK;
 - 7.7 'Services' means the Services provided to the Customer in accordance with the Agreement.