

CIVICA DBS SERVICES TERMS AND CONDITIONS

1. Definitions

1.1 The following definitions apply to this Contract:

Charges means any or all charges payable under this Contract by Customer to Civica as detailed in the Order Form including but not limited to Civica's fees for the Services and any fees incurred by Civica including but not limited to DBS Fees.

Civica Account Manager means the person nominated by Civica as its authorised representative who will be the prime point of contact for the purpose of this Contract.

Contract means these Civica DBS Services Terms and Conditions, the Data Protection Addendum, the DBS Code, and the Order Form which together make the agreement between Customer and Civica once the Order Form has been signed.

Customer means the entity shown on the Order Form.

Customer Responsibilities means those obligations to be performed by Customer as detailed in this Contract.

Customer Contact means the person nominated by Customer as its authorised representative who will be the prime point of contact for the purpose of this Contract.

Data Protection Addendum means the data protection terms and conditions together with the scope of processing set out in Schedule 1.

DBS means the Disclosure & Barring Service, a non-departmental public body of the Home Office of the United Kingdom.

DBS Application(s)/DBS Check(s) means an application to DBS for a DBS check (being either a basic, standard or enhanced check) being disclosure of the details of a person's criminal record and, for certain jobs, information held by DBS to help organisations recruit suitable employees and make licensing decisions.

DBS Code means DBS code of practice for registered persons and other recipients of disclosure information as published from time to time. The current version of which is available at <https://www.gov.uk/government/publications/dbs-code-of-practice>;

DBS Fees means the charges Civica pays on behalf of the Customer to DBS, for each DBS Application depending on the level of DBS Check done.

Order/Order Form means Civica's completed order form called "Civica Order Form".

Services mean the processing of DBS Applications by Civica on behalf of the Customer as detailed in clause 5.3.

Staff means any employee, agent, contractor, subcontractor or any other person working for or acting on a party's behalf.

Start Date means the date shown in the Order Form.

Successful Applicant means a job applicant that is offered a position with the Customer.

System means Civica's database which is used as an online application and recruitment system.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.

1.3 Words in the singular shall include the plural and vice versa.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.5 Customer and Civica agree that these terms and conditions, together with the DBS Code shall apply to this Contract, and that in the event of, and to the extent of, any conflict or inconsistency between the:

1.5.1 DBS Code and these terms and conditions, DBS Code shall prevail; or

1.5.2 the Order Form and the terms and conditions, these terms and conditions shall prevail.

2. Contract Term

2.1 In consideration of Customer paying the Charges and subject to the terms of this Contract, Civica shall provide the Services to Customer from the Start Date.

2.2 The term of this Contract shall be one year from the Start Date, unless otherwise agreed or if terminated in accordance with clause 11.

3. Obligations of Civica

3.1 Civica shall provide the Services using reasonable care and skill;

3.2 Civica shall not be liable for any failure to provide or delay in providing the Services, arising out of or in connection with any:

3.2.1 act or omission of Customer or its employees, agents or subcontractors which affects Civica's ability to provide the Services;

3.2.2 breach by Customer of its obligations including Customer Responsibilities under this Contract;

3.2.3 inaccurate or incomplete data, information or documentation provided by Customer;

3.2.4 failure by DBS or any third party to fulfil its obligations to Customer or Civica.

4. Obligations of Customer

4.1 Customer is responsible for deciding whether a DBS Application is required and the level of DBS Check that is required (basic, standard or enhanced).

4.2 Customer agrees it will:

4.2.1 only use the Services for its own internal business purposes;

4.2.2 have a separate contract with Civica permitting access of the System;

4.2.3 comply with the terms and conditions of this Contract;

4.2.4 ensure that all its Staff who undertake identity checks (for DBS applicants) are properly qualified and trained to DBS standards;

4.2.5 ensure DBS Checks and identification checks are done by its Staff in line with the standard required by DBS;

4.2.6 pay the Charges to Civica in consideration of the fact that submitting a DBS Application for completion is a commitment to pay Civica for such Services and any charges incurred by Civica including but not limited to DBS Fees and any arising under clause 4.5;

4.2.7 to carry out and comply with the Customer Responsibilities.

4.3 Before using the Services the Customer will ensure that its Staff are properly trained in carrying out the identity checks and related work as required by DBS and are competent to carry out such tasks.

4.4 The Customer is responsible for using the Services correctly and in accordance with DBS Code and will remain responsible for its Staff and their actions or inactions in connection therewith.

4.5 Any work carried out by Civica as a result of Customer and/or its Staff not complying with clauses 4.2 and 4.3 may be subject to additional charges being levied by Civica, which the Customer hereby agrees to pay.

4.6 The Customer will comply with and ensure that its Staff using the Services comply with, the parts of DBS Code as applicable to the Customer.

4.7 Customer shall indemnify, keep indemnified and hold Civica harmless from and against all claims, liabilities, proceedings, costs, damages, losses, or expenses incurred by Civica caused by, or in any way connected with Customer's use of the Services or related acts whether through breach of this Contract or any other negligent or wrongful act.

4.8 Customer represents and warrants that it possesses the full power and authority to enter into and perform its obligations under this Contract.

5. Services

5.1 The Civica Account Manager responsible for this Contract is Jenny Benyon, email: jenny.benyon@civica.co.uk. The Civica Account Manager and Customer Contact shall speak regularly to discuss the provision of the Services.

5.2 Customer will give to Civica, promptly on request, such information and documents as Civica reasonably requires for the provision of the Services.

5.3 Both parties shall comply with the following application process, as applicable:

5.3.1 before making a conditional job offer to a Successful Applicant the Customer shall decide if a DBS Application is required and the level of DBS Check required (basic, standard or enhanced).

5.3.2 where a DBS Application is required, the Customer shall include a link, personal to the Successful Applicant, to the DBS database in the conditional offer letter in order for the Successful Applicant to complete the DBS Application.

5.3.3 The Successful Applicant will be required to enter their surname, email address and date of birth to access the DBS Application. The Successful Applicant will then be required to complete all sections of the DBS Application.

5.3.4 A Successful Applicant will be required to complete the DBS Application and attend the Customer's premises (or as otherwise agreed) for an identification check. The System will transfer the Successful Applicant's identification check details, details of the Successful Applicant's job and the level of DBS Check required, to the DBS database to be included in the DBS Application.

5.3.5 When the System indicates that the Successful Applicant has completed the DBS Application and the identification check has been carried out, Civica's Staff with counter-signatory rights shall access a link in the Successful Applicant's file on the System to

connect to the DBS database. Civica shall ensure that a Staff member with counter-signatory rights shall review the DBS Application and either notify the Customer where incomplete, in which case the Customer shall be required to notify the Successful Applicant to complete the DBS Application again, or submit the DBS Application to DBS where complete. The DBS database shall connect with the DBS e-bulk interface to transfer the information.

5.3.6 When DBS received the DBS Application it shall send notice of confirmation of receipt to the DBS database. If DBS does not confirm receipt, the link to the DBS Application is resent to the Successful Applicant to complete again.

5.3.7 DBS will respond electronically to the DBS database if the DBS disclosure is clear. Civica will enter the DBS response to the DBS Application on the System.

5.3.8 DBS will respond directly by post to Civica if there are any issues revealed in the DBS Check. Civica shall then provide the DBS Check to the Customer by post.

6. Warranties

6.1 In the event of a breach of the warranty under clause 3.1 and provided such breach is reported to Civica within a reasonable time (given the nature of the Service) after completion of the affected Service, Civica shall re-perform the Service without additional charge to Customer within a reasonable period of time.

6.2 Civica further represents and warrants that it possesses the full power and authority to enter into and perform its obligations under this Contract and has obtained consent from third parties as are required for it to fulfil its obligations under this Contract.

6.3 Clause 6 constitutes the only warranties given by Civica in respect of the Services. Express terms of this Contract are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

7. Data Protection

7.1 Both parties act as Data Controller in respect of this Contract.

7.2 The parties undertake to each other that they shall comply with the Data Protection Addendum, or such replacement schedule from time to time, in relation to their collection and processing, respectively, of any personal data in connection with the Services.

7.3 Where Customer is a public authority and is under a duty to comply with the provisions of the Freedom of Information Act 2000 as amended from time to time, including any related guidance or codes of practice ("FOIA"), Civica shall assist Customer in meeting any requests for information in relation to this Contract in return for a reasonable fee notified by Civica to Customer within 5 Working Days of receipt of any such written request.

7.4 Customer shall promptly consult with Civica prior to disclosing information relating to this Contract and will only disclose to the extent that it is required so to do by the FOIA or under the Transparency Agenda.

7.5 Neither Civica nor Customer shall, in responding to such requests for information or disclosure of this Contract under clause 7.3, disclose any information which is exempt as described within any provision of the FOIA or can be construed as commercially sensitive information.

8. Payment Terms

8.1 The Charges will be paid by the Customer in accordance with the Order Form and this clause 8.

8.2 All invoices shall be due for payment within 30 days of the date of the invoice(s).

8.3 All prices referred to in this Contract are expressed in British Pounds Sterling and are exclusive of VAT which is payable by Customer in accordance with the then current legislation.

8.4 Civica may modify its Charges in line with the then current prices of Civica and its suppliers, as follows:

8.4.1 in respect of third party costs, over which Civica has no control (for example DBS Fees) the increase shall match the increase applied by the third party; and.

8.4.2 in respect of Civica's fees, not more than twice per year.

8.5 Where the Customer requires a purchase order to be raised in order to facilitate payment of invoices, the Customer agrees to raise such purchase order in a timely fashion so as not to delay payment of Civica invoices in accordance with this clause 8. Notwithstanding the foregoing, the Customer agrees that any failure to raise a purchase order does not prevent Civica from raising invoices and any delay or lack of a purchase order does not relieve the Customer from paying valid invoices. Civica reserves the right (in addition to any other remedies which may be available to it) to charge an administrative fee on overdue amounts on a daily basis from the original due date of the invoice at the rate of £500 per day, the Customer agrees that such administrative fee is a genuine pre-estimate of the cost and loss suffered by Civica for late payment of invoices.

9. Limits of Liability

9.1 Neither party excludes or limits liability to the other party for:

9.1.1 death or personal injury arising from its negligence; or

9.1.2 fraud or fraudulent misrepresentation; or

9.1.3 to the extent such limitation or exclusion is unlawful.

9.2 Each party's liability to the other in respect of any loss of, or damage to, physical property of the other whether in contract, tort (including negligence) or otherwise arising from, or in connection with, this Contract shall be limited to £1,000,000 in aggregate.

9.3 Notwithstanding anything to the contrary in this Contract, but subject to clause 9.1 neither Civica nor Customer shall be liable to the other for any of the following (whether or not the party being claimed against was advised of, or knew of, the possibility of such losses) whether arising from negligence, breach of contract or otherwise:

9.3.1 loss of profits, loss of business, loss of revenue, loss of contract, loss of goodwill, loss of anticipated earnings or savings (whether any of the foregoing are direct, indirect or consequential loss or damage); or

9.3.2 loss of use or value of any data or equipment, wasted management, operation or other time (whether any of the foregoing are direct, indirect or consequential); or

9.3.3 any indirect, special or consequential loss or damage; or

9.3.4 the poor performance, or lack of connectivity, or lack of availability of the Internet or telecommunications or hardware;

9.3.5 loss or damage to the other party's or any third party's data or records;

however arising

9.4 Except where liability arises under clauses 9.1 or 9.2 and subject to clause 9.3 Civica's total aggregate liability in or for breach of contract, negligence (as defined in Section 1(1) Unfair Contract Terms Act 1977), misrepresentation (excluding fraudulent misrepresentation), tortious claim (including breach of statutory duty), restitution or any other cause of action whatsoever relating to or arising under or in connection with this Contract (including performance, non-performance or partial performance), and including liability expressly provided for under this Contract shall not exceed the Charges paid or payable for the Services to Civica, excluding the DBS Fees, during the 12 months preceding the date on which the claim arose.

9.5 Except as expressly provided otherwise by these terms and conditions or as otherwise expressly agreed in writing between the parties, all other representations, conditions, warranties and other terms are excluded (including any statutory implied terms as to satisfactory quality, fitness for purpose and conformance with description) save to the extent that the same are not capable of exclusion at law.

9.6 The Charges have been set by Civica on the basis of the exclusions and restrictions of liability in this clause 9 and would be higher without those provisions.

10. Corruption

10.1 Civica shall not:

10.1.1 offer, give or agree to give to any person working for or engaged by Customer any fee, gift, reward or other consideration of any kind, which could act as an inducement or a reward for any act or failure to act connected to this Contract, or any other agreement between Civica and Customer including its award to Civica and any of the rights and obligations contained within it; nor

10.1.2 offer, give or agree to give any fee, gift, reward or other consideration to any person the receipt of which is an offence under Sub-section (3) of Section 117 of the Local Government Act 1972; nor

10.1.3 enter into this Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by Customer by or for Civica, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to Customer before signing this Contract.

10.2 If Civica (including any Civica employee or agent, in all cases whether or not acting with Civica's knowledge) breaches

10.2.1 clause 10.1, or

10.2.2 the Bribery Act 2010 in relation to this Contract or any other contract with Customer;

Customer may terminate this Contract by written notice with immediate effect and to recover from Civica the amount of any loss resulting from such termination.

10.3 Any termination under clause 10.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to Customer.

11. Termination

11.1 Either party may terminate this Contract forthwith at any time by giving notice in writing to the other party if:

11.1.1 the other party commits any material breach of this Contract (including Customer's obligation to pay under this Contract) provided that if the breach is remediable then the notice of termination shall not be effective unless the party in breach fails within twenty (20) days of the date of such notice to remedy the breach complained of; or

11.1.2 one party suffers for a period of 30 consecutive days or more a force majeure event described in clause 14.8; or

11.1.3 the other party ceases to carry on business or a substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due or other similar event.

11.2 Customer may also terminate this Contract in accordance with clause 10.2.

11.3 Civica may suspend its obligations under this Contract including providing the Services at any time upon 7 days written notice to Customer.

11.4 Termination or suspension will not discharge Customer from any payment obligation under this Contract, or from payment of sums already due, or, in the case of termination under clause 11.1 by Civica from payment of any sums which would have become or would become due if the Contract had not been terminated.

11.5 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12. Statutory and Other Regulations

12.1 Civica shall in all matters arising in the performance of the Contract conform with all Acts of Parliament and with all orders, regulations, and byelaws made with statutory authority by Government Departments or by local or other authorities that shall be applicable to this Contract. Civica shall not in the performance of this Contract in any manner endanger the safety, unlawfully interfere with or cause the inconvenience of the public. The cost to Civica of meeting the requirements of this clause shall be included in the Charges except as provided under clause 12.2.

12.2 If the cost to Civica of the performance of the Contract shall be increased or reduced after the date of this Contract by reason of the making of any law or any order, regulation or bye-law having the force of law that shall be applicable to this Contract (other than any tax upon profits or revenue), the amount of such increase or reduction shall be added to or deducted from the Charges shown in the Order Form.

13. Notices

13.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business. In the case of notices to Civica, shall be addressed for the attention of Group Finance Director.

13.2 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post at 9.00 am on the second working day after posting, or if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.

14. General

14.1 This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no

right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

14.2 No variation of this Contract, including any additional terms and conditions, shall be binding unless it is in writing and signed by each of the parties (or their duly authorised representatives).

14.3 No failure or delay in exercising any remedy or right under this Contract will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any remedy or right under this Contract or otherwise.

14.4 Neither party may assign the benefit of this Contract nor any interest except with the prior written consent of the other (such consent not to be unreasonably withheld), save that Civica may assign this Contract at any time to any member of the Civica group of companies.

14.5 The provisions of this Contract shall be severable in the event that any of its provisions are held to be invalid, void or otherwise unenforceable by a court of competent jurisdiction or other applicable authority and the remaining provisions shall remain enforceable to the fullest extent permitted by law. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects their intent in entering into this Contract.

14.6 The Contracts (Rights of Third Parties) Act 1999 is excluded, by the agreement of all the parties to this Contract, from applying to this Contract to the maximum extent permitted by law. No term of this Contract is enforceable by any person who is not a party to it, whether in accordance with such Act or otherwise. This clause shall prevail in the event of any conflict between it and anything else in this Contract.

14.7 Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.8 Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Contract, excluding Customer's obligation to pay the Charges, if it is due to force majeure event which is any event beyond the reasonable control of a party to this Contract including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, pandemic, storm, tempest, explosion, an act of terrorism and national emergencies. The party subject to such event shall, as soon as practicable, give notice of the event to the other party, such notice to include a reasonable forecast of the duration of the force majeure event. If such delay or failure continues for at least 30 days, either party shall be entitled to terminate this Contract in accordance with clause 11.1.2.

14.9 All disputes arising out of or under this Contract that are not resolved by the Customer Contact and the Civica Account Manager shall be escalated internally by both parties for resolution. Second level escalation is to the Customer Contact's manager and for Civica the Civica Account Manager's manager. Then the third level is to that manager's manager. If the parties fail to settle the dispute within 30 days of the third level escalation, or such longer period as the parties may agree, the dispute may be referred to the English courts.

14.10 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

Schedule 1 – Data Protection Addendum

This Schedule 1 is the Data Protection Addendum ("DPA"), that forms part of and is incorporated to the Contract. The parties agree that: (i) in the event of conflict between the terms of this DPA and any other terms of the Contract, the terms of this DPA shall apply in respect of Processing; and (ii) to the extent that any provisions in the Contract relating to Personal Data overlap with the provisions in this DPA, the provisions shall be read together in order to provide the most protection over the Processing of Personal Data in connection with this Contract.

Definitions

For the purpose of this DPA, the definitions listed below apply. Unless otherwise set out below, each capitalised term in this DPA shall have the meaning set out in the Contract.

Adequacy Decision means a country, territory or sector within a country which has been subject to a finding, and continues to be subject to a finding for the duration of the Agreement, of an adequate level of protection for Personal Data under the GDPR or UK GDPR as applicable to the Personal Data Processing activity and "**EU Adequacy Decision**" and "**UK Adequacy Decision**" should be construed accordingly.

Contract Personal Data means the Personal Data Processed in connection with the Contract.

Controller shall have the meaning set out in the Data Protection Legislation.

Data Protection Legislation means all applicable legislation relating to privacy or data protection in force from time to time, including any statute or statutory provision which amends, extends, implements, consolidates or replaces the same, and in particular, to the extent applicable and without limitation, the GDPR, the GDPR as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 ("UK GDPR") and the Data Protection Act 2018.

Data Subject shall have the meaning set out in the Data Protection Legislation.

EU Adequacy Decision shall have the meaning as set out in the definition of Adequacy Decision.

EU Standard Contractual Clauses means: (i) the standard contractual clauses adopted by the European Commission on 4th June 2021 or (ii) such other standard contractual clauses that are approved by the European Commission for Controller to Processor transfers of Personal Data to a third country which has not received an EU Adequacy Decision (and are subsequently incorporated into the DPA).

GDPR means the EU General Data Protection Regulation being Regulation (EU) 2016/679.

ICO means the Information Commissioner's Office or any replacement authority in the UK.

Personal Data shall have the meaning set out in the Data Protection Legislation.

Personal Data Breach means a breach of security leading to the accidental loss or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Contract Personal Data.

Process/Processing shall have the meaning set out in the Data Protection Legislation.

Processor shall have the meaning set out in the Data Protection Legislation.

Restricted Transfer means a transfer of Personal Data which is undergoing Processing to a country, a territory or specified sector within a country which has: (i) not received an Adequacy Decision; or (ii) is not subject to any safeguards or derogations that would permit the transfer of the personal data to the country, territory or sector in accordance with the GDPR or UK GDPR; or (iii) any other applicable Data Protection Legislation (as applicable to the Personal Data subject to the transfer).

Scope of Processing means the scope of data processing activities carried out by Civica pursuant to the Services, as attached to the Order Form, or such replacement scope of data processing from time to time.

UK Adequacy Decision shall have the meaning as set out in the definition of Adequacy Decision.

UK GDPR shall have the meaning as set out in the definition of Data Protection Legislation.

UK International Data Transfer Agreement/Addendum means the Standard Data Protection Clauses issued by the UK Information Commissioner's Office under section 119A(1) of the Data Protection Act 2018 as may be updated from time to time; namely: (1) the International Data Transfer Agreement (version A1.0); or (ii) the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B1.0).

Responsibilities

1. The parties acknowledge and agree that for the purposes of this Contract and where such designation is required pursuant to Data Protection Legislation: (i) Customer is the Controller; and (ii) Civica is the Processor in respect of the Contract Personal Data

Processed in connection with the provision of the Services pursuant to this Contract.

2. The Customer shall, as a Controller, comply with, and not cause Civica to breach, the Data Protection Legislation.
3. The Customer shall ensure it has a legal basis to and has fulfilled all its obligations that entitle it to share the Contract Personal Data with Civica.
4. In interpreting the Data Protection Legislation, the parties shall have regard to all guidance and codes of practice issued by the ICO or any other body with regulatory authority in relation to the Processing of the Contract Personal Data.
5. The parties agree that if there are changes to the Data Protection Legislation or related guidance from the ICO or any other body with regulatory authority in relation to the Processing during the term of this Contract which require either party to take additional steps to enable compliance with the Data Protection Legislation, the parties shall review the provisions of this Contract and shall negotiate in good faith to agree appropriate changes to them.
6. The parties undertake to each other that they shall comply with the Data Protection Legislation and this DPA in relation to their collection and Processing, respectively, of the Contract Personal Data in connection with the Services.
7. Each party shall provide the other with the name and contact details of its data protection contact, who is responsible for data protection matters on a day-to-day basis as applicable to the Services and who will serve as the relevant contact for any notice given pursuant to this DPA.
8. Civica carries out certain Processing activities on behalf of the Customer in performing the Services. To the extent that Civica Processes, Contract Personal Data, on behalf of the Customer in connection with the Services paragraph 9 to paragraph 11 shall apply to the Processing.

Processing Data

9. Civica (as Processor) shall:

- 9.1 Process the Contract Personal Data only (i) on the written instructions of the Customer and as detailed in the Scope of Processing, or (ii) as required by any regulator or applicable law (in which case Civica shall inform the Customer of such legal requirement before Processing, unless prevented from doing so by applicable law);
- 9.2 not Process Contract Personal Data that is: (i) subject to the UK GDPR outside of the UK; and/or (ii) subject to the GDPR outside of the EU, in a jurisdiction deemed to not provide an adequate level of protection for Personal Data pursuant to the UK GDPR and/or GDPR respectively (and ensure that its sub-processors shall not Process Contract Personal Data outside of the aforementioned jurisdictions) unless it has written authority from the Customer permitting such a transfer and subject to compliance with paragraph 11, except where such Processing is required by law to which Civica is subject, and in such a case, Civica shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.
- 9.3 ensure that its staff who Process the Contract Personal Data have had the necessary training regarding the handling and security of Contract Personal Data and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 9.4 implement and maintain suitable and appropriate technical and organisational measures and controls to prevent unauthorised or unlawful processing of Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal Data, and shall protect against any security threats to the Personal Data and detect and prevent unauthorised processing of or access to the Personal Data including by:
 - (i) complying with its information security standards as detailed in the Scope of Processing;
 - (ii) installing and maintaining all necessary software updates as soon as technically feasible and will give notice to the Customer of such updates which affect the Services;
 - (iii) in assessing the appropriate level of security, taking into account the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or

- access to Personal Data transmitted, stored or otherwise Processed; and
- (iv) taking such steps to ensure that any person acting under the authority of Civica who has access to the Personal Data does not Process such Personal Data except in respect of the Services, unless he or she is required to do so by law;
- 9.5 not engage another Processor to carry out specific Processing activities on behalf of the Customer (a sub-processor) without the Customer's prior written authorisation, save for: (a) where it engages any companies within its corporate group, which is set out in Table 1 of the Scope of Processing; (b) in the circumstances set out in paragraph 9.13; and (c) the list of Civica's sub-processors appointed pursuant to this paragraph 9.5, as at the date of this Contract, which is set out at Table 2 of the Scope of Processing. The Customer hereby authorises Civica to use any such sub-processor to process Contract Personal Data on its behalf, provided that Civica complies with its obligations in paragraph 9.6. Civica shall give the Customer prior notice of any intended addition or replacement of the sub-processors set out in Table 2 of the Scope of Processing, including the location of any sub-processors and Civica may do so on Civica's website www.civica.com. The Customer shall have 30 days from the date of receipt of such notification to object to the change. If the Customer objects to the change, Civica shall refrain from making that addition or replacement for the Customer. The Customer agrees that if it objects to a sub-processor, Civica shall be relieved from any obligation to supply any such Service that is impacted by the Customer's objection, provided that Civica has taken appropriate care in selecting such sub-processor, and complied with paragraph 9.6. If the Customer fails to respond to such change notification within the period stipulated above, the Customer shall be deemed to have authorised the change to Civica's sub-processors;
- 9.6 where Civica engages another processor for carrying out specific Processing activities on behalf of the Customer (a sub-processor), impose the same data protection obligations no less onerous than those set out in this paragraph 9 on the sub-processor by way of a written contract. Where the sub-processor fails to fulfil its data protection obligations, Civica shall remain fully liable to the Customer for the performance of the sub-processor's obligations;
- 9.7 on request from the Customer, and subject to the Customer paying Civica's reasonable costs in collating any such data, (i) assist the Customer, by appropriate technical and organisational measures, insofar as this is possible, in responding to any request, complaint, demand or order from a Data Subject related to the Contract Personal Data; (ii) to the extent necessary, assist the Customer in responding to any request, complaint, demand or order from a supervisory authority, regulator or government authority (including law enforcement) related to the Contract Personal Data; and (iii) to the extent necessary, assist the Customer in ensuring compliance with the Customer's obligations under the Data Protection Legislation, including by providing reasonable cooperation and information in respect of security, breach notifications, impact assessments and consultations with supervisory authorities, regulators and government authorities (including law enforcement);
- 9.8 at the choice of the Customer, either delete, anonymise or return all the Contract Personal Data in its possession to the Customer after the end of the provision of Services relating to the Processing. To the extent that deletion is not technically feasible, Civica will put Contract Personal Data beyond reasonable use (including not disclosing, keeping securely and retaining solely for the purpose of, and for no longer than is required to support, Civica's disaster recovery protocols) unless storage of such copies is required by law and/or to carry out contractual obligations and on request provide written confirmation that it has done so;
- 9.9 make available to the Customer all information necessary to demonstrate its compliance with the obligations set out in this paragraph 9, subject to the Customer paying Civica's reasonable costs in collating any such information;
- 9.10 allow for and contribute to audits, including inspections, conducted by the Customer or the Customer's designated auditor provided that:
- (i) reasonable notice of not less than 10 Working Days is given of any proposed audit and the parties shall, acting reasonably, agree the scope and parameters of any such audit;
 - (ii) such audit shall be conducted on a Working Day, shall be subject to Civica's policies and may not unreasonably interfere with Civica's business activities;
 - (iii) the audit shall be subject to Civica's duties of confidentiality owed to any of its clients or employees;
 - (iv) Civica shall, to the extent practicable, and in no event in any way that would have an adverse effect on Civica's relationship with any sub-processor, request that its sub-processors participate in, and contribute to, such audits; and
 - (v) the audit may not be conducted more than once in any calendar year; and
 - (vi) the Customer shall pay Civica's reasonable costs arising out of such audits.
- 9.11 inform the Customer if, in its opinion, an instruction infringes Data Protection Legislation;
- 9.12 notify the Customer without undue delay after becoming aware of either:
- (i) a Personal Data Breach;
 - (ii) any Personal Data Breach notification, complaint or other notice or communication in relation to the Processing or either party's compliance with the Data Protection Legislation.
- Civica will not directly respond to any such Personal Data Breach notification, complaint, notice or communication unless required by applicable law.
- 9.13 Notwithstanding paragraph 9.5, in the event of a Personal Data Breach, Customer provides general authorisation for Civica to share Customer Personal Data with third party professional service providers for the purposes of investigating and remediating the Personal Data Breach, and the parties agree that this is deemed to be part of the Services.
10. Where the Customer fails to comply with the Data Protection Legislation, it shall keep Civica indemnified in full and on demand and hold Civica harmless against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Civica as a result of, or in connection with, any failure by the Customer to comply with its obligations set out in this DPA or the Data Protection Legislation.
11. Where there is a Restricted Transfer and further to paragraph 9.2, the Customer agrees and acknowledges that Civica may transfer Personal Data to outside of the UK and/or the EU, provided that Civica ensures such transfer meets the requirements of the UK GDPR and/or the GDPR respectively. To the extent that Restricted Transfers are undertaken to any sub-processors, Civica will ensure that it enters into the UK International Data Transfer Agreement/Addendum and/or the EU Standard Contractual Clauses (as applicable) with the relevant sub-processor (listed in the Scope of Processing) or such replacement sub-processor list from time to time.