

USE OF BSI CONNECT PLUS IS GOVERNED BY THESE TERMS AND CONDITIONS (the " "). ENTERING INTO AN ORDER FORM BY INDICATING ACCEPTANCE ONLINE CREATES A BINDING AGREEMENT BETWEEN THE CLIENT AND BSI.

1.

1.1 The following definitions apply to these Terms:

: the agreement for Client's use of BSI Connect Plus formed when the Order Form and these Terms are taken together.

: those fixed number of Client employees, agents and independent contractors authorised to use BSI Connect Plus as



- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legisl



this Agreement and shall not entitle the Client to terminate the Agreement under clause 8.2.

5.

5.1 BSI warrants that:

5.1.1 BSI Connect Plus shall comply with all applicable governing laws and regulations; and

5.1.2 BSI Connect Plus shall perform materially in accordance with the Documentation.

5.2 If a breach of the above warranti



to the remaining Subscription Term of the terminated agreement shall be refunded to the Client.

termination, the Fees for the remainder of the Subscription Term.

8.

9.

8.1 The Agreement shall, unless otherwise terminated as provided in this clause 8, commence on the Effective Date and continue for the duration of each Subscription Term unless either Party notifies the other Party of termination, in writing, at least 30 days before the end of a Subscription Term, in which case the Agreement shall terminate upon the expiry of the applicable Subscription Term.

9.1 Each Party may be given access to confidential information from the other Party in order to perform its obligations under these Terms. A Party's confidential information shall not be deemed to include information that:

8.2 Either Party may terminate the Agreement at any time on written notice to the other if the other: (i) is in material or persistent breach of any of these Terms and either that breach is incapable of remedy, or the other Party fails to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach; or (ii) becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

9.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;

9.1.2 was in the other Party's lawful possession before the disclosure;

9.1.3 is lawfully disclosed to the receiving Party by a third Party without restriction on disclosure; or

8.3 On termination of the Agreement:

9.1.4

8.3.1 all licences granted under these Terms shall immediately terminate and the Client shall immediately cease all use of BSI Connect Plus and/or the Documents;

8.3.2 BSI may destroy or otherwise dispose of any of the Client Data in its possession; and

8.3.3 any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

8.4 Termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Terms which existed at or before the date of termination.

8.5 If BSI terminates the Agreement for the Client's breach under clause 8.2 above, then, in addition to any other remedies BSI may have at law or in equity, the Client must pay to BSI within 30 days of





1.

In this Data Processing Addendum, terms used but not defined shall have the meaning given in the Agreement. The following definitions shall apply in this addendum:

shall have the meaning given to those terms in the applicable Data Protection Laws;

means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including (where applicable) the GDPR; and (b) any code of practice or guidance published by a relevant Supervisory Authority from time to time;

means Regulation (EU) 2016/679 of the European Parliament in relation to the processing of the personal data of natural persons;



obligations under this Data Processing Addendum.

2.1.3 Each Party shall in performing its obligations under this Data Processing Addendum, comply with the obligations imposed upon it under the Data Protection Laws.

2.1.4 Each Party acknowledges and agrees that the type of Personal Data Processed pursuant to this Data Processing Addendum and the subject matter, duration, nature and purpose of the Processing, and the categories of Data Subjects, are as described in the table below.

Delivery of the Service during the term of the Agreement for use by, and access by, the Client and its Authorised Users.

BSI's processing activities will be limited to the storing of Personal Data that may form part of the Client Data that is uploaded to BSI's systems as part of Client's access to the Services and making such Client Data available for Client's retrieval again via Client's own access to the Services.

BSI will have no right to use any such Personal Data for its own purposes or at its own command.

- Names and email addresses
- Narratives and incident descriptions about Data Subjects included within Client Data

- Client's employees, agents and advisors; Client's customers; vendors and subcontractors of Client (who are natural persons); Authorised Users.

2.2

2.2.1 Without limiting the generality of the obligations set out in paragraph 2.1 above, the Client shall:

- (a) ensure that it is not subject to any prohibition or restriction which would: (i) prevent or restrict it from disclosing or transferring Personal Data to BSI; (ii) prevent or restrict it from granting BSI access to Personal Data; and/or (iii) prevent or restrict BSI from Processing Personal Data, in each case as required for BSI to

perform the Services in accordance with this Data Processing Addendum;

- (b) ensure that all privacy notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to allow BSI to Process Personal Data as required in connection with the provision of the Services under this Data Processing Addendum and in accordance with the Data Protection Laws;

- (c) ensure that all Personal Data disclosed or transferred to, or accessed by, BSI is accurate, up-to-date, adequate, relevant and not



measures to safeguard against any unauthorised or unlawful Processing of Personal Data;

(d)