
Permaconn UK Standard Terms and Conditions of Supply

The Customer's attention is particularly drawn to the provisions of clause 11 (Limitation of Liability).

1 DEFINITIONS & INTERPRETATION

1.1 Definitions

The following definitions apply in this agreement unless the context requires otherwise:

- (a) "Airtime Plan" means the monthly subscription for the mobile connectivity required to access the Permaconn System (including all IP, Single SIM and Dual Sim Supervisory Plans), and which are classified as:
 - (i) P Plans: Airtime Plans for use within professional monitoring businesses;
 - (ii) A Plans: Airtime Plans for use with a Permaconn pocket secure connect subscription; and
 - (iii) R Plans: Airtime Plans for use as the connectivity solution in Risco security panels;
- (b) "Alarm Receiving Centre" means the firm or corporation which monitors the Permaconn System;
- (c) "Atlas Web Platform" means the web-based platform that enables the retrieval of status information, control and management of Permaconn Units;
- (d) "Business Day" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
- (e) "Commencement Date" means the date on which the Permaconn System is activated;
- (f) "CSRU" means the Central Station Receiver Unit which is installed at the Alarm Receiving Centre and receives transmissions from the Permaconn Unit;
- (g) "Customer" means the entity who enters into these terms and conditions with Permaconn UK, who will either:
 - (i) market, distribute and/or install the Permaconn System; or
 - (ii) monitor the Permaconn System as the Alarm Receiving Centre, or
 - (iii) provide both services referred to in paragraphs (i) and (ii) above;
- (h) "Data Plan" means a monthly data allowance (upload and download) for usage in connection with suitable Permaconn Units that may be used as an internet access point to send and receive the Customer's own data using a mobile telecommunications network;
- (i) "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Commissioner (as defined in the Schedule) or other relevant regulatory authority and which are applicable to a party;
- (j) "End User" means the person, entity or corporation who either purchases the Permaconn Unit from the Customer or who contracts the Customer to act as the Alarm Receiving Centre to monitor its premises utilising the Permaconn System;
- (k) "Initial Term" means 90 days calculated with effect from the Commencement Date;
- (l) "Intellectual Property Rights" means all intellectual property rights of whatever nature including all rights conferred under statute, common law or equity, including all copyrights, patent rights, trade mark rights, design rights and trade secrets.
- (m) "Keyholder" means a person, agency or authority which is authorised by the End User to be contacted in the event of the alarm at the End User's premises being set off;
- (n) "Permaconn System" means the alarm monitoring system provided by Permaconn UK under the terms of this agreement, including the Permaconn Unit, Pocket Secure (if applicable), the Atlas Web Platform (if applicable), the Rapidlink Cloud Portal (if applicable), the Video Verification Service (if applicable), the Sim Card and the CSRU, which utilises the GPRS 3G 4G mobile telecommunication network and IP to link the End User's premises to the Alarm Receiving Centre;
- (o) "Permaconn UK" means Permaconn Limited (company number: 16511379) whose registered address is: c/o Mitchell Charlesworth, Third Floor, 44 Peter Street, Manchester M2 6GP;
- (p) "Permaconn Unit" means a device that is installed at the End User's premises, which may include an alarm communicator device or a 4G managed router sold under the Rapidlink brand;
- (q) "Pocket Secure" means the App that enables the End User to arm and disarm their alarm panel.
- (r) "Rapidlink Cloud Portal" means the web-based platform that enables the retrieval of status

information, control and management of Permaconn Units sold under the Rapidlink brand;

- (s) "Services" means the alarm monitoring services provided by Permaconn UK utilising the Permaconn System;
- (t) "SIM Card" means a detachable smart card contained in a Permaconn Unit or the CSRU;
- (u) "UK GDPR" has the meaning given in section 3(10) (as supplemented by section 205(4)) of the DPA 2018;
- (v) "VAT" means value added tax chargeable under the Value Added Tax Act 1994; and
- (w) "Video Verification Service" means the service offered by Permaconn UK that captures a video clips or still images from a video camera or network video recorder when an alarm has been triggered, that can be viewed by the Alarm Receiving Centre from a URL link sent by Permaconn UK.

1.2 Interpretation

Unless a contrary intention clearly appears-

- (a) words importing;
 - (i) the singular include the plural and vice versa; and
 - (ii) natural persons include corporate or unincorporated body (whether or not having separate legal personality and vice versa;
- (b) any headings used herein are for convenience only and are not a part of this agreement, nor shall they in any way affect the interpretation hereof;
- (c) the word "including" or "includes" means "including but not limited to" or "including without limitation";
- (d) a reference to 'writing' or 'written' includes email;
- (e) a reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision;
- (f) a reference to clauses and the Schedule are to the clauses and the Schedule of this agreement and reference to paragraphs are to paragraphs of the Schedule;
- (g) the rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply; and
- (h) **controller, processor, Data Subject, Personal Data, Personal Data Breach and processing** have the meanings given in the Data Protection Legislation.

2 CUSTOMER ORDERS

- (a) This agreement sets out the terms on which Permaconn UK will provide the Permaconn System and other products or services to the Customer.
- (b) The Customer may place orders for products or services using the mechanisms that Permaconn UK makes available from time to time. Any order is subject to acceptance by Permaconn UK.
- (c) Upon acceptance by Permaconn UK, an order becomes a binding contract between the parties incorporating these terms and conditions. Where the Customer places multiple orders, each will form a separate contract upon acceptance by Permaconn UK, and references to 'this agreement' herein refer to each individual contract formed between the parties in this way.

3 THE PERMACONN SYSTEM

- (a) Subject always to clause 11(e):
 - (i) The Permaconn System is designed to reduce the risks of loss or damage to the End User's property or the property of others located on the End User's premises utilising the Permaconn System. However, Permaconn UK does not guarantee that the Permaconn System cannot be removed, tampered with or made to stop working by the End User or the Customer or by any unauthorised person, that particular losses or injuries will be prevented by using the Permaconn System, that the Permaconn System will work continuously and without errors, including where interruptions or errors are due to something beyond Permaconn UK' reasonable control or that the Permaconn System, like all mechanical and electronic devices, will not develop faults.
 - (ii) The Customer agrees that decisions made by the Customer or the End User on the basis of their use of the Atlas Web Platform, Rapidlink Cloud Portal, Pocket Secure and Video Verification Service as part of the Permaconn System is at their own risk. The display of events or actions at the End User's premises on the Atlas Web Platform or the Rapidlink Cloud Portal is indicative only and Permaconn UK does not warrant or guarantee the actual occurrence of any events or actions displayed on the Atlas Web Platform or the Rapidlink Cloud Portal. The Video Verification Service is dependent upon a range of factors outside the control of Permaconn UK, including the compatibility, positioning, operability and quality of output of surveillance cameras and (where applicable) network video recorders which Permaconn UK is not responsible for providing, installing or maintaining, and the configuration of the Video Verification Service by the installer including the correct assignment of the surveillance camera to

the relevant alarm zone, and Permaconn UK is not responsible for any such things. Permaconn UK does not monitor any video output from the Video Verification Service, and the Customer must ensure that the Video Verification Service is satisfactorily tested before first use and that any issues identified in the use of the Video Verification Service are promptly identified and resolved with the End User or (where the fault is within the control of Permaconn UK) Permaconn UK.

- (iii) Permaconn UK does not know the value of the End User's personal safety, premises or its contents or the property of others located on the End User's premises and the Customer's liability to the End User when entering this agreement and pricing its products and services. Permaconn UK does not agree to act as insurer for the Customer in respect of the End User's personal safety, premises or its contents or the property of others located on the End User's premises or for any loss, claim or liability which the Customer may suffer pursuant to providing the Permaconn System to the End User.
- (iv) The amount paid or payable under this agreement is based upon the services Permaconn UK performs and the exclusions and limitations of liability that Permaconn UK assumes under this agreement, and is unrelated to the value of the End User's property or the property of others located on the End User's premises or for any loss, claim or liability which the Customer may suffer pursuant to providing the Permaconn System to the End User. Subject to the provisions of this agreement and to the maximum extent allowed by law, in the event of any loss or injury to any person or property, the Customer agrees to look exclusively to its insurer to recover damages and waives all subrogation and other rights of recovery against Permaconn UK that any insurer or other person may have as a result of paying any such claim, loss, liability or injury.
- (b) The Permaconn System may contain software or involve the use of online systems which are owned by third parties or are open source, and licensed under separate terms. Where this is the case, such software or online systems are only procured by Permaconn UK on the Customer's behalf, and the use of such software or online systems is governed by those separate terms and not the terms of this agreement. Those separate terms may be notified upon installation, use or activation of the software or online systems, or set out or referred to in any documentation provided by Permaconn UK. Prior to using any such software or online systems, the Customer may review the separate terms, and if they are unsatisfactory to the Customer it must not use the software or online system, and may terminate this agreement by

notifying Permaconn UK Ptd Ltd accordingly, and upon delivering the Permaconn System to Permaconn UK as required by clause 9(b)(ii) will receive a refund of any amounts already paid to Permaconn UK. By using the relevant software or online system, the Customer will be deemed to have accepted any such separate terms.

- (c) If the Customer uses the Video Verification Service, the Customer grants Permaconn UK an irrevocable licence (including a right of sublicence) to use any video output captured in connection with the provision of the Video Verification Service by Permaconn UK (Video Output). Permaconn UK will retain a copy of such Video Output for at least 5 years after which time Permaconn UK may delete such Video Output. If the Customer or any End User requires a copy of the Video Output generated by any video camera, the Customer or the End User is responsible for implementing its own network video recorders and data storage facilities to store that Video Output. While Permaconn UK endeavours to ensure the retention of Video Output, it cannot guarantee the storage of all Video Output and the Video Verification Service should not be used as the sole recording of Video Output.
- (d) Permaconn UK may provide the name and address of the Customer and any End Users to its third party vendors of any software or online system supplied to the Customer or that End User.

4 CUSTOMER'S OBLIGATIONS

4.1 General requirements

The Customer must:

- (a) if it is an Alarm Receiving Centre:
 - (i) provide Permaconn UK with safe access to its premises so that Permaconn UK may install the CSRU and remove it after this agreement has expired or is terminated; and
 - (ii) maintain a dedicated power supply to each part of the CSRU;
- (b) provide information about the End User, the End User's premises and any other relevant information to enable Permaconn UK to provide the Services. The Customer must advise Permaconn UK of any changes to this information;
- (c) install and operate the Permaconn System according to all relevant standards, codes of practice, specifications and any instructions and information which Permaconn UK provides or advises the Customer of from time to time;
- (d) in using the Video Verification Service, ensure that it has the right to provide all Video Output to Permaconn UK, and that the End User complies with all laws (including surveillance laws and the Data Protection Legislation) relating to the use of any associated surveillance cameras;

- (e) obtain, and ensure that the End User obtains, all necessary licences, permissions and consents which may be required for the Video Verification Service;
- (f) comply, and ensure that the End User complies, with the provisions of Schedule 1;
- (g) immediately inform Permaconn UK:
 - (i) of any defect or fault in the Permaconn System;
 - (ii) if anyone tampers with the Permaconn System;
 - (iii) if the Permaconn System is damaged or stolen; or
 - (iv) if the Permaconn System has been subjected to any unusual operating or environmental conditions;
- (h) must not move or interfere with or attempt to repair the Permaconn System or allow others to do so;
- (i) must not transfer or assign any of its rights or obligations under this agreement.

4.2 Access to the internet

Certain Permaconn Units (such as Permaconn's PM54 unit) may offer the ability for the Customer to use the Permaconn Unit as an internet access point to send and receive the Customer's own data using a mobile telecommunications network. Data Plans are available for purchase from Permaconn UK to use such functionality where it is available. If the Customer elects to use such functionality, the Customer must at all times comply with the terms and conditions imposed from time to time by telecommunications carriers used by Permaconn for such purposes. Details of the telecommunications carriers used by Permaconn and links to their terms are available at www.permaconn.com. If the Customer chooses to cancel such functionality or a Data Plan within the first month of use, cancellation fees may apply to reflect the charges imposed by those telecommunications carriers.

5 PRICE AND PAYMENT

- (a) The Customer must pay, and Permaconn UK will invoice the Customer for, the charges as specified in any proposal or quotation, in accordance with any separate agreement in place between the Customer and Permaconn UK at the time, or if none of the foregoing apply then as otherwise as set out in Permaconn UK's trade pricing at the time the Customer places the applicable order. All such charges are exclusive of any taxes (including VAT), shipping and insurance unless indicated otherwise.
- (b) Charges for Airtime Plan commence from the start of the next calendar month following activation of the Permaconn Unit.
- (c) Charges for Airtime Plan are invoiced monthly in advance.

- (d) Monthly Data Plan charges commence from the month that the Data Plan is activated. Permaconn UK is entitled to invoice for the first month on a pro-rata basis in proportion to the number of days active, unless the Customer elects to incur the full monthly charge and receive the full month's data allowance. Data charges incurred during the first month of activation of a Data Plan, along with Data Plan upgrades and top-ups are invoiced monthly in arrears. All other Data Plan charges will be charged monthly in advance. Any unused data cannot be rolled over into future months and refunds will not be issued for unused data allowances.
- (e) Data Plan may be upgraded at any time. Where the Customer upgrades a Data Plan within a month, the Customer will be charged for that upgrade for that month at the difference between the initial plan rate and the new plan rate.
- (f) Data Plan may be cancelled or downgraded at any time, provided that such cancellation or downgrade will only take effect at the end of the then-current month. The Customer will not be entitled to a refund or rebate in respect of Data Plan cancellations or plan downgrades for the month in which they are made. If the Customer chooses to cancel a Data Plan within the first month of use, additional cancellation fees may apply to reflect the charges imposed by the relevant telecommunications carriers.
- (g) All amounts are:
 - (i) stated exclusive of VAT, which the Customer shall additionally be liable to pay to Permaconn UK, subject to the receipt of a valid VAT invoice; and
 - (ii) payable by the Customer within 30 days of the invoice date.
- (h) If the Customer fails to make a payment due to Permaconn UK under the agreement by the due date, then without limiting Permaconn UK's remedies under this agreement, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause (h) shall accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- (i) If the Customer disputes (by notice to Permaconn UK) an invoice, the Customer agrees it can only claim disputed amounts from invoices dated within the 12 month period prior to the date of the dispute notice.
- (j) After the Initial Term, Permaconn UK can increase the charges, including Airtime Plan and Data Plan charges, to cover any increase in the cost of providing the Services. Permaconn UK will advise the Customer in writing, 14 days prior to such increase being effective.
- (k) If the Customer does not agree to such increase in the charges, the Customer must within 7 days

after receipt of the notice referred to in clause 5(j) terminate this agreement by giving 90 days' notice in writing to Permaconn UK. Until the end of that 90 day notice period, the Customer will still have to pay the charges for the Services without the increase, including charges for Airtime Plans and Data Plans, and Permaconn UK will continue to provide the Services.

- (l) The Customer must also pay Permaconn UK extra charges at its current rates for labour and materials, where the following apply:
 - (i) faults to the Permaconn System have been caused by the Customer or any other person, thing or event which Permaconn UK could not reasonably be expected to prevent;
 - (ii) any replacements, repairs or modifications to the Permaconn System not covered by the warranty in clause 10(a), or that are needed as a result of a change in a relevant standards or regulations governing the Permaconn System or the Services; or
 - (iii) the Permaconn System needs inspecting, resetting, reprogramming, repairing or replacing in circumstances where:
 - (A) the Customer or any other person has failed to follow operating instructions or has interfered with the Permaconn System;
 - (B) equipment or devices which Permaconn UK has not supplied have caused a false alarm or a failure of the Permaconn System;
 - (C) the Customer's actions or failures, or those of any other person other than Permaconn UK, require Permaconn UK to inspect or make repairs or replace any part of the Permaconn System; or
 - (D) adverse weather conditions cause damage to or activation of the Permaconn System.

6 INTELLECTUAL PROPERTY

- (a) Permaconn UK or its licensors retain ownership of all Intellectual Property Rights in the Permaconn System and anything else developed or delivered by Permaconn UK in connection with this agreement.
- (b) Unless otherwise provided under this agreement:
 - (i) where Permaconn UK provides the Permaconn System, Permaconn UK grants the Customer a non-exclusive, non-transferable, royalty-free (except for the fees payable under this agreement) licence to use the Permaconn System solely in connection with the premises agreed with Permaconn for the duration agreed by Permaconn UK when the Customer

ordered the relevant Permaconn System; and

- (ii) where Permaconn UK provides products to the Customer for use or resupply independent of a Permaconn System, Permaconn UK grants the Customer a non-exclusive, perpetual, royalty-free (except for the charges payable by the Customer) licence to use any Intellectual Property Rights comprised or embedded in the products, solely in connection with the use of the products and including the right to sublicense such rights to any End User of those products.
- (c) The Customer must not, and must procure that the End Users do not:
 - (i) create or attempt to create by reverse engineering, disassembly, decompilation or otherwise, the internal structure, source code, hardware design, organisation or any other aspect of the products or services or aid or permit others to do so;
 - (ii) copy, modify or translate any product or service or develop any derivative works thereof or include any portion of any product in any other product; or
 - (iii) separate a product or service into component parts for distribution or transfer to a third party.

7 INFRINGEMENT INDEMNITY

- (a) Subject to paragraph (b), Permaconn UK indemnifies the Customer against any liability under any final judgment in proceedings brought by a third party against the Customer, determining that the Customer's use of the products or services in accordance with this agreement constitutes an infringement of that third party's Intellectual Property Rights in the United Kingdom.
- (b) Permaconn UK will only be liable under paragraph (a) if the Customer:
 - (i) notifies Permaconn UK as soon as practicable of the infringement or alleged infringement;
 - (ii) gives Permaconn UK the option to conduct the defence of the claim, including negotiations for settlement or compromise before the institution of legal proceedings;
 - (iii) provides Permaconn UK with reasonable assistance in conducting the defence of the claim;
 - (iv) permits Permaconn UK to modify, alter or substitute the products or services at its own expense, to render them non-infringing; and
 - (v) authorises Permaconn UK to procure for the Customer the authority to continue the use and possession of the products or services.

- (c) Permaconn UK will not be liable to indemnify the Customer under paragraph (a) to the extent that the infringement arises from:
 - (i) any actual or attempted repairs, modifications or changes to the products or services by any person other than Permaconn UK; or
 - (ii) interaction between the products and services with any products or services of a third party not supplied by Permaconn UK.
 - (d) The Customer indemnifies Permaconn UK against any loss, cost, expense or demand, whether direct or indirect, arising out of the claim by a third party alleging infringement of that person's Intellectual Property Rights, if:
 - (i) the claim arises from any event specified in paragraph (c);
 - (ii) the ability of Permaconn UK to defend a claim has been prejudiced by the failure of the Customer to comply with its obligations under paragraph (b); or
 - (iii) information provided to Permaconn UK by the Customer to enable Permaconn UK to develop, modify or alter the products or services infringes the Intellectual Property Rights of the third party.
- with clause 5) which is not remedied within 30 days of notice from the Aggrieved Party;
- (ii) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (iii) ceases, or threatens to cease, to carry on all or a substantial part of its business.
- (e) On termination of this agreement for any reason:
 - (i) the Customer must continue to pay to Permaconn UK all amounts that have been incurred, or relate to the period, prior to termination; and
 - (ii) the Customer shall return all elements of the Permaconn System, save for any Permaconn Units which have been fully paid for. If the Customer fails to do so, then Permaconn UK may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this agreement.
 - (f) Termination of the agreement shall not affect any rights, remedies, obligations and 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 agreement which existed at or before the date of termination.

8 TERMINATION OR SUSPENSION

- (a) Except as otherwise provided for in this agreement, either party may terminate this agreement by giving the other party at least 90 days' notice in writing at any time. Until the end of that 90 day notice period, the Customer will still have to pay all of the charges for the Services, including charges for Airtime Plans and Data Plans, and Permaconn UK will continue to provide the Services.
- (b) Either party may terminate this agreement immediately on notice in writing to the other if Permaconn UK cannot arrange or keep the telecommunications facilities needed to transmit the signals between End User's premises and the Alarm Receiving Centre.
- (c) If the Customer fails to make payment in accordance with clause 5, Permaconn UK may suspend the Services provided under this agreement, on notice in writing to the Customer until such failure is cured or Permaconn UK terminates this agreement in accordance with paragraph (d). Permaconn UK will have no responsibility to perform its obligations under this agreement during the period of suspension. If this agreement is suspended, Permaconn UK will inform the Customer in writing upon the lifting of such suspension.
- (d) Except as otherwise provided for in this agreement, either party ("Aggrieved Party") may terminate this agreement if the other party:
 - (i) commits any material breach of this agreement (including any failure by the Customer to make payment in accordance

9 RETENTION OF OWNERSHIP

- (a) Unless otherwise agreed in writing by Permaconn UK, no legal or equitable title to the Permaconn System passes to the Customer, with the exception of Permaconn Units. In respect of the Permaconn Units, legal title passes to the Customer on full payment (in cash or cleared funds) for the Permaconn Units that Permaconn UK has supplied to the Customer. For clarity, legal title to all SIM Cards contained in Permaconn Units is retained by Permaconn UK.
- (b) The parties acknowledge that, in respect of the the Permaconn System (other than in respect of Permaconn Units in which title has been transferred to the Customer pursuant to clause 9(a)):
 - (i) the Customer holds the Permaconn System as bailee of Permaconn UK returnable at the will of Permaconn UK and without prior demand of Permaconn UK;

- (ii) without limiting clause 9(b)(i), on termination of this agreement or demand by Permaconn UK at any other time, the Customer must immediately deliver or procure the delivery of the Permaconn System, or any part of the Permaconn System to Permaconn UK;
 - (iii) the Customer authorises Permaconn UK to enter, and must procure that any End User authorises Permaconn UK to enter, the premises where the Permaconn System is stored for the purposes of taking possession of all or any part of it;
 - (iv) the Customer is liable for any loss or damage to the Permaconn System during the period from its delivery to the Customer and its return to Permaconn UK, fair wear and tear excepted; and
 - (v) Permaconn UK retains and holds all legal and equitable title and ownership in the Permaconn System.
- (c) Risk in the Permaconn System passes to the Customer on delivery, and only returns to Permaconn if and when it is returned to Permaconn UK as contemplated by clause 9(b).
- (d) Until title to the Permaconn Units has passed to the Customer, the Customer shall:
- (i) store the Permaconn Units separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Permaconn Units;
 - (iii) maintain the Permaconn Units in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - (iv) notify Permaconn UK immediately if it becomes subject to any of the events listed in clauses 8(d)(ii) to 8(d)(iii); and
 - (v) give Permaconn UK such information as Permaconn UK may reasonably require from time to time relating to:
 - (A) the Permaconn Units; and
 - (B) the ongoing financial position of the Customer.
- (e) All Permaconn Units provided by Permaconn are to be used solely for connecting and communicating to the Permaconn System. Should Permaconn suspect that the Permaconn Units are being used for any alternative use, then Permaconn reserves to the right to inspect, and recover the unit.

10 QUALITY OF GOODS

- (a) Where, prior to the date that is 24 months following the Commencement Date, the

Customer notifies Permaconn UK in writing that the Permaconn System as supplied contains defects in materials or workmanship, then subject to clause 10(c) Permaconn UK will, at its option and expense:

- (i) repair that Permaconn System;
- (ii) replace it with another Permaconn System; or
- (iii) refund the Customer for any amounts it has paid in respect of that Permaconn System.

The Customer must bear the expense of returning any part of the Permaconn System to Permaconn UK where necessary, in order for Permaconn UK to provide such remedies to the Customer.

- (b) For clarification, this warranty does not apply to software governed by third party terms as referred to in clause 3(b).
- (c) Permaconn UK is not liable under the warranty in clause 10(a) if:
- (i) repairs or modifications to the Permaconn System have been made by persons other than Permaconn UK, unless such repairs or modifications are made with the prior written consent of Permaconn UK;
 - (ii) the Permaconn System has not been operated or maintained in accordance with Permaconn UK' instructions, or normal use; or the Permaconn System was not properly installed;
 - (iii) the defect relates to incorrect adjustments by the Customer or others of any part of the Permaconn System;
 - (iv) the defect relates to consumable items of any kind failing (where consumable items are items with a finite life such as batteries, communication chips);
 - (v) the defect relates to work carried out by any telecommunications agency or other party; or
 - (vi) the Customer has breached or allowed the breach of the provisions of clause 4.
- (d) Except as provided in this clause 10, Permaconn UK shall have no liability to the Customer in respect of the failure of any element of the Permaconn System to comply with the warranty set out in clause 10(a).
- (e) These terms shall apply to any repaired or replacement elements of the Permaconn System supplied by Permaconn UK.

11 LIMITATION OF LIABILITY

- (a) Subject to clause 11(e), neither party shall be liable to the other for loss of profit, income or saving or for any indirect, consequential or special damages.
- (b) Subject to clause 11(e), Permaconn UK is not liable for:

- (i) losses due to the acts or omissions of any other person including the Customer, End User, telecommunications network providers, other authorities or third parties;
- (ii) delays, interruptions or suspensions in providing the Services, which are due to any other person (including the Customer or the telecommunication providers), thing or event which Permaconn UK could not reasonably be expected to prevent; or
- (iii) losses resulting from:
 - (A) the police, fire or other authority or party, including a Keyholder failing to act in accordance with an emergency response or the alarm being set off;
 - (B) a signal transmitted from the Permaconn Unit to the Alarm Receiving Centre not being received by the Alarm Receiving Centre for reasons beyond its control;
 - (C) a loss of power supply to any part of the Permaconn System; or
 - (D) any other cause beyond Permaconn UK' reasonable control and not caused by its lack of reasonable care.
- (c) Subject to clause 11(e), in no event shall Permaconn UK' liability under this agreement or any transaction contemplated by this agreement exceed the total amount paid to Permaconn UK by the Customer under this agreement during the six months prior to the event or circumstances giving rise to the liability. The Customer hereby releases Permaconn UK from all obligations, liability, claims or demands in excess of the limitation.
- (d) The limitations and exclusions on Permaconn UK' liability in this agreement apply regardless of whether the liability is based on a claim for breach of contract, tort (including without limitation negligence), misrepresentation or any other basis.
- (e) Nothing in this agreement excludes, restricts or modifies any liability for:
 - (i) death or personal injury caused by negligence;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (iv) defective products under the Consumer Protection Act 1987; or
 - (v) any liability which cannot lawfully be excluded or limited.

12 FORCE MAJEURE

Neither party shall be in default under this agreement by reason of any failure or delay in the performance of any obligation under this agreement where such

failure or delay arises out of any cause beyond the reasonable control of such party. Such causes include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war of civil disturbance, strikes or other labour unrests, embargoes and governmental actions or regulations that would prohibit either party from providing the Services or from performing any other aspects of the obligations under this agreement.

13 DATA PROTECTION

- (a) Schedule 1 shall apply to and form part of this agreement.
- (b) In the event of any conflict between the terms of this agreement and Schedule 1 in respect of the processing of Personal Data, Schedule 1 shall prevail.

14 GENERAL

- (a) It is agreed and understood that the basis upon which Permaconn UK does business with the Customer is that, notwithstanding anything contained to the contrary in any other documentation or discussion, including any invoice, delivery note or Customer enquiry, the terms and conditions contained in this agreement, and any other formal written agreement signed between the parties, shall operate in respect of any and all business between the Customer and Permaconn UK. However nothing in this agreement limits or excludes any liability either party may have in connection with any representations or other communications (either oral or written) made prior to or during the term of this agreement, where such liability cannot be limited or excluded.
- (b) Permaconn UK may amend the terms and conditions contained in this agreement at any time by notifying the Customer in writing 45 days prior to the amended terms and conditions taking effect. If the Customer does not agree to the amended terms and conditions, the Customer must within 14 days after receipt of the notice terminate this agreement by giving 90 days' notice in writing to Permaconn UK. For the avoidance of any doubt, until the end of that 90 day notice period, the Customer will still have to pay all of the charges for the Services, including Charges for Airtime Plans and Data Plans, and Permaconn UK will continue to provide the Services, on the un-amended terms and conditions of this agreement.
- (c) Permaconn UK is an independent contractor of the Customer and nothing in this agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.
- (d) If a provision of this agreement is invalid or unenforceable in a jurisdiction it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability and it does

not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

- (e) A waiver by a party of a provision or of a right under this agreement is binding on the party granting the waiver only if it is given in writing and is signed by the party or an officer of the party granting the waiver. A waiver is effective only in the specific instance and for the specific purpose for which it is given. A single or partial exercise of a right by a party does not preclude another or further exercise or attempted exercise of that right or the exercise of another right. Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver
- (f) The termination of this agreement will not release either party from its obligations under clauses 3, 6, 8(e), 9, 11(e), 12, 13 and 15 or any clause which by its nature must survive termination or in respect of any accrued rights.

- (g) Except as otherwise provided for under this agreement, this agreement may be amended only by a document signed by all parties.

- (h) The agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement.

15 GOVERNING LAW AND JURISDICTION

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

- (b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of in connection with the agreement or its subject matter or formation.

1 Schedule 1 – Data Protection

This Schedule sets out the additional terms, requirements and conditions on which Permaconn UK will process Personal Data when providing services under the agreement. This Schedule contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors.

1. Definitions and interpretation

1.1 The following additional definitions and rules of interpretation apply in this Schedule (unless the context requires otherwise):

Commissioner the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018);

Customer Shared Data has the meaning given to the terms in the Shared Personal Data Table in Part 2 of the Appendix;

Standard Contractual Clauses (SCCs) the Commissioner's International Data Transfer Agreement for the transfer of personal data from the UK and/or the Commissioner's International Data Transfer Addendum to EU Commission Standard Contractual Clauses, or such alternative clauses as may be approved by the European Commission or by the UK from time to time;

Shared Personal Data the personal data to be shared between the parties under Part 2 of the Appendix;

Permaconn UK Shared Data has the meaning given to the terms in the Shared Personal Data Table in Part 2 of the Appendix;

Purpose the purpose for which personal data may be processed being that purpose set out in the Processing Table in Part 1 of the Appendix for Permaconn UK Personal Data and that purpose set out in the Shared Personal Data Table in Part 2 of the Appendix for Shared Personal Data (as applicable);

Records has the meaning given in paragraph 11.1.

1.2 Interpretations and defined terms set forth in the agreement apply to the interpretation of this Schedule.

1.3 A reference to writing or written excludes fax but includes email.

1.4 The Appendix forms part of this Schedule and will have effect as if set out in full in the body of the Schedule. Any reference to this Schedule includes the Appendix.

1.5 In the case of conflict or ambiguity between:

1.5.1 any provision contained in the body of the Schedule and any provision contained in the Appendixes, the provision in the body of the Schedule will prevail;

1.5.2 the terms of any accompanying invoice or other documents annexed to the Schedule and any provision contained in the Appendix, the provision contained in the Appendix will prevail; and

1.5.3 any of the provisions of this Schedule and the provisions of the agreement, the provisions of this Schedule will prevail.

2. General

2.1 The provisions set out in this Schedule are in addition to, and do not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

2.2 Each Party shall at all times maintain valid registrations with the Commissioner.

2.3 The Parties have determined that, for the purposes of the Data Protection Legislation:

- 2.3.1 the Customer shall at all times act as a controller of any Personal Data of the Customer and the End User(s), including where the Customer markets, distributes and/or installs the Permaconn System and/or monitors the Permaconn System as the Alarm Receiving Centre;
 - 2.3.2 Permaconn UK shall generally (save where paragraph 2.3.3 applies) in the course of selling and otherwise making available the Permaconn System to the Customer and/or responding to the Customer's service requests where the Customer is acting as the Alarm Receiving Centre, act in the capacity of a processor; and
 - 2.3.3 Permaconn UK may, during the course of providing the Permaconn System, act in the capacity of a controller, where Permaconn UK is determining what personal data it is to process, the purpose of the processing and the manner in which the personal data is to be processed, including to carry out statistical analysis and provide technical support.
- 2.4 Where Permaconn UK is acting as a processor:
- 2.4.1 paragraph 3 to 12 (inclusive) shall apply in relation to data processing arrangements; and
 - 2.4.2 the Processing Table in Part 1 of the Appendix describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which Permaconn UK may process the Personal Data to fulfil the Purpose.
- 2.5 Where the Parties are each acting as controllers:
- 2.5.1 paragraph 13 to 21 (inclusive) shall apply in relation to data sharing arrangements; and
 - 2.5.2 the Shared Personal Data Table in Part 2 of the Appendix sets out the types of Personal Data that the Parties envisage will be shared between them and the Purpose of the sharing. The Parties agree that they shall not process the Shared Personal Data in a way that is incompatible with that Purpose and that any processing must not be irrelevant or excessive with regard to the Purpose.
- 2.6 Liability arising under this Schedule is subject to the limitations and exclusions of liability set out in the agreement.

3. Personal data types and processing purposes

The Customer and Permaconn UK agree and acknowledge that for the purpose of the Data Protection Legislation, the Customer retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Permaconn UK.

4. Permaconn UK's obligations

- 4.1 Permaconn UK will only process the Personal Data to the extent, and in such a manner, as is necessary for the Purpose in accordance with the Customer's written instructions (or those of the End User, where the Customer has requested that Permaconn UK deal with an End User directly in relation to the Permaconn System). Permaconn UK will not process the Personal Data for any other purpose or in a way that does not comply with the agreement or the Data Protection Legislation. Permaconn UK must promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.
- 4.2 Permaconn UK must comply promptly with any Customer written instructions requiring Permaconn UK to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 4.3 Permaconn UK will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Customer or this agreement specifically authorises the disclosure, or as required by the Data Protection Legislation. If a domestic court or regulator (including the Commissioner) requires Permaconn UK to process or disclose the Personal Data to a third-party, Permaconn UK must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.

4.4 Permaconn UK will reasonably assist the Customer, at no additional cost to the Customer, with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of Permaconn UK's processing and the information available to Permaconn UK, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner under the Data Protection Legislation.

4.5 Permaconn UK must notify the Customer promptly of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting Permaconn UK's performance of the agreement.

5. Provider's employees

5.1 Permaconn UK will ensure that all of its employees:

5.1.1 are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;

5.1.2 have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and

5.1.3 are aware both of Permaconn UK's duties and their personal duties and obligations under the Data Protection Legislation and this agreement.

6. Security

6.1 Permaconn UK must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.

6.2 Permaconn UK must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

6.2.1 the pseudonymisation and encryption of personal data;

6.2.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

6.2.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

6.2.4 a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

7. Personal data breach

7.1 Permaconn UK will, without undue delay (and in any event, within 48 hours of becoming aware) notify the Customer in writing if it becomes aware of:

7.1.1 the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. Permaconn UK will restore such Personal Data at its own expense as soon as possible.

7.1.2 any accidental, unauthorised or unlawful processing of the Personal Data; or

7.1.3 any Personal Data Breach.

7.2 Permaconn UK will cover all reasonable expenses associated with the performance of the obligations under paragraph 7.1 unless the matter arose from the Customer's specific written instructions, negligence, wilful default or breach of the agreement, in which case the Customer will cover all reasonable expenses.

8. Transfers of personal data

8.1 Permaconn UK (and any subcontractor) must not transfer or otherwise process the Personal Data

outside the UK without obtaining the Customer's prior written consent.

8.2 Where such consent is granted, Permaconn UK shall process, or permit the processing, of the Personal Data outside the UK under the following conditions:

8.2.1 Permaconn UK processes the Personal Data in a territory which is subject to adequacy regulations under the Data Protection Legislation such that the territory provides adequate protection for the privacy rights of individuals; or

8.2.2 Permaconn UK participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that Permaconn UK (and, where appropriate, the Customer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by the Data Protection Legislation.

8.3 If any Personal Data transfer between the Customer and the Provider requires execution of SCCs in order to comply with the Data Protection Legislation (where the Customer is the entity exporting Personal Data to Permaconn UK outside the EEA) the parties will complete all relevant details in, and execute, the SCCs, and take all other actions required to legitimise the transfer.

8.4 If the Customer consents to appointment by Permaconn UK of a subcontractor located outside of the EEA in compliance with the provisions of paragraph 9, then the Customer authorises Permaconn UK to enter into the SCCs with the subcontractor.

9. Subcontractors

9.1 Permaconn UK may only authorise a third-party (subcontractor) to process the Personal Data if:

9.1.1 the Customer is provided with an opportunity to object to the appointment of each subcontractor within 5 working days after Permaconn UK supplies the Customer with full details in writing regarding such subcontractor;

9.1.2 Permaconn UK enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Schedule, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's reasonable written request, provides the Customer with copies of the relevant excerpts from such contracts;

9.1.3 Permaconn UK maintains control over all of the Personal Data it entrusts to the subcontractor; and

9.1.4 the subcontractor's contract terminates automatically insofar as it relates to the processing of the Personal Data on termination of the agreement for any reason.

9.2 Those subcontractors approved as at the commencement of the agreement (if any) are as set out in the details of processing table in Part 1 of the Appendix. Permaconn UK must list all approved subcontractors in the table and include any subcontractor's name and location.

9.3 Where the subcontractor fails to fulfil its obligations under the written agreement with Permaconn UK which contains terms substantially the same as those set out in this Schedule, Permaconn UK remains fully liable to the Customer for the subcontractor's performance of its agreement obligations.

10. Complaints, data subject requests and third-party rights

10.1 Permaconn UK must, at no additional cost to the Customer, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

10.1.1 the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

10.1.2 information or assessment notices served on the Customer by the Commissioner under the Data Protection Legislation.

- 10.2 Permaconn UK must notify the Customer immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- 10.3 Permaconn UK must notify the Customer within 14 days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
- 10.4 Permaconn UK will give the Customer, at no additional cost to the Customer, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 10.5 Permaconn UK must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Customer's written instructions, or as required by the Data Protection Legislation.

11. Records

- 11.1 Permaconn UK will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, approved subcontractors, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in paragraph 6.1 (**Records**).
- 11.2 Permaconn UK will ensure that the Records are sufficient to enable the Customer to verify Permaconn UK's compliance with its obligations under the agreement and the Data Protection Legislation and Permaconn UK will provide the Customer with copies of the Records upon request.
- 11.3 The Customer and Permaconn UK must review the information listed in the Appendix to the Schedule once a year to confirm its current accuracy and update it when required to reflect current practices.

12. Audit

- 12.1 Permaconn UK will permit the Customer's third-party representatives to audit Permaconn UK's compliance with its obligations under this Schedule, on reasonable notice during the term of the agreement. Permaconn UK will give the Customer and its third-party representatives reasonable assistance to conduct such audits at no additional cost to the Customer.
- 12.2 The Customer shall use its reasonable endeavours to ensure that the conduct of any audit does not unreasonably disrupt Permaconn UK or the performance of its obligations under this Schedule.
- 12.3 On the Customer providing reasonable notice under paragraph 12.1, the Customer shall notify Permaconn UK of the independent third party representative who shall conduct the audit on the Customer's behalf and shall obtain Permaconn UK's consent to such representative (such consent not to be unreasonably withheld or delayed) within a reasonable period prior to the date of the audit.
- 12.4 The notice requirements in paragraph 12.1 will not apply if the Customer reasonably believes that a Personal Data Breach has occurred or is occurring, or Permaconn UK is in material breach of any of its obligations under the agreement or any of the Data Protection Legislation.
- 12.5 If a Personal Data Breach occurs or is occurring, or Permaconn UK becomes aware of a breach of any of its obligations under the agreement or any of the Data Protection Legislation, Permaconn UK will:
- 12.5.1 promptly conduct its own audit to determine the cause;
 - 12.5.2 produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;
 - 12.5.3 provide the Customer with a copy of the written audit report; and
 - 12.5.4 remedy any deficiencies identified by the audit within 30 days.

13. Personal Data Sharing

- 13.1 Where the Parties are each acting in a capacity as a controller, they shall each appoint a single point of contact who will work together to reach an agreement in respect of any issues arising from the data sharing and shall actively improve the effectiveness of the data sharing.

13.2 Each Party warrants and undertakes that it is entitled to provide the Shared Personal Data.

14. Lawful, Fair and Transparent Processing

14.1 Each Party shall ensure that:

1.1.1 it processes the Shared Personal Data fairly and lawfully; and

1.1.2 it has legitimate grounds under the Data Protection Legislation for the processing of the Shared Personal Data.

14.2 The Customer shall, in respect of all Shared Personal Data, ensure that it provides clear and sufficient information to End Users, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes, and such other information as is required by the Data Protection Legislation, including:

1.1.3 that their personal data will be shared with Permaconn UK and processed by Permaconn UK for the purposes of making available the Permaconn System; and

1.1.4 if the Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the End User to understand the purpose and risks of such transfer.

15. Data Quality

The Parties agree to provide Shared Personal Data in a generally used and accessible format to ensure compatibility with each Party's respective datasets.

16. Data Subject Rights

16.1 The Parties each agree to provide such assistance as is reasonably required to enable the other Party to comply with any data subject's request within the time limits imposed by the Data Protection Legislation.

16.2 Each Party is responsible for maintaining its own record of data subject requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

17. Data Retention

17.1 Each Party shall not retain or process Shared Personal Data for longer than is necessary to for the Purpose, it being acknowledge and agreed by the Parties that they may each need to retain such Shared Personal Data following termination of the agreement for their own internal records including as part of its complaints handling processes and for audit purposes.

17.2 The Customer shall ensure that any Permaconn UK Shared Data is securely destroyed once it no longer needs to process the Permaconn UK Shared Data.

17.3 Permaconn UK shall ensure that any Customer Shared Data is securely destroyed once it no longer needs to process the Customer Shared Data.

18. Transfers

18.1 For the purposes of this paragraph 18, transfers of personal data shall mean any sharing of personal data by a Party with a third party, and shall include,

1.1.5 subcontracting the processing of Shared Personal Data.

1.1.6 granting a third-party controller access to the Shared Personal Data.

18.2 If either Party appoints a third party processor to process the Permaconn UK Shared Data it shall comply with the relevant provisions of the Data Protection Legislation and shall remain liable to Permaconn UK for the acts and/or omissions of the processor.

18.3 The Customer shall not disclose or transfer the Permaconn UK Shared Data outside the UK.

19. Security and Training

19.1 A Party shall only provide Shared Personal Data to the other Party via secure methods as agreed by the Parties, taking into account the nature and sensitivity of the Shared Personal Data, which shall include but is not limited to the Permaconn System.

19.2 The Parties undertake to have in place during the term of the agreement appropriate technical and organisational security measures to:

1.1.7 prevent:

- (a) unauthorised or unlawful processing of the Shared Personal Data; and
- (b) the accidental loss or destruction of, or damage to, the Shared Personal Data

1.1.8 ensure a level of security appropriate to:

- (a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
- (b) the nature of the Shared Personal Data to be protected.

19.3 It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with Data Protection Legislation and have entered into confidentiality agreements relating to the processing of personal data.

20. Personal Data Breaches and Reporting

20.1 The Parties shall each comply with their obligation to report a personal data breach to the Commissioner and (where applicable) data subjects under the Data Protection Legislation and shall each inform the other Party of any personal data breach irrespective of whether there is a requirement to notify the Commissioner or data subject(s).

20.2 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any personal data breach in an expeditious and compliant manner.

21. Resolution of disputes with data subjects or the Commissioner

21.1 In the event of a dispute, complaint or claim brought by a data subject or the Commissioner concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any such disputes, complaints or claims, and will cooperate with a view to settling them amicably in a timely fashion.

21.2 The Parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the Commissioner. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

21.3 Each Party shall abide by a decision of a competent court of the Commissioner.

22. Term and termination

22.1 The provisions of this Schedule will remain in full force and effect so long as:

22.1.1 the agreement remains in effect; or

22.1.2 where Permaconn UK acts as a processor, Permaconn UK retains any of the Personal Data related to the agreement in its possession or control.

22.2 Each Party reserves its rights to inspect the other party's arrangements for the processing of Shared Personal Data and to terminate its involvement in the agreement on written notice to the other Party

where it considers that the other Party is not processing the Shared Personal Data in accordance with the agreement or the Data Protection Legislation.

22.3 Any provision of this Schedule that expressly or by implication should come into or continue in force on or after termination of the agreement in order to protect the Personal Data will remain in full force and effect.

22.4 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its obligations under the agreement, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within 120 days, either party may terminate the agreement with immediate effect on written notice to the other party.

23. Data return and destruction

23.1 On termination of the agreement for any reason or expiry of its term, each Party will securely delete or destroy or, if directed in writing by the other Party, return and not retain, all or any of the Personal Data related to this agreement in its possession or control, except for one copy that it is permitted to retain by law.

23.2 If any law, regulation, or government or regulatory body requires a Party to retain any documents, materials or Personal Data that a Party would otherwise be required to return or destroy, it will notify the other Party in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

23.3 Each Party will certify in writing to the other Party that it has deleted or destroyed the Personal Data within 30 days after it completes the deletion or destruction.

24. Notice

Any notice given to a party under or in connection with this Schedule shall be made in accordance with clause 6.1 (Notices) of the agreement, save that where such notice is sent by email by the Customer for the attention of Permaconn UK it shall be sent to the following email address: privacy@permaconn.com

Appendix

Part 1 - Details of Processing where Permaconn UK is acting in the capacity of a processor

Subject matter and duration of the Processing	Personal data which is provided to, accessed by or created by Permaconn UK in connection with the provision of the Services by Permaconn UK. Permaconn UK will only process such personal data for as long as is required to comply with the agreement and/or to provide the Services or where it is required to store such personal data in order to comply with laws or for regulatory purposes.
Nature and purpose of the processing	Processing of personal data in order to perform Permaconn UK's obligations and in particular to provide the Services.
Type of personal data	Personal data may include names, company addresses, email addresses and other information such as the physical likeness of the individual captured in a still image or video recording relating to data subjects whose information is controlled or processed by Permaconn UK.
Categories of data subjects	<ul style="list-style-type: none"> • The Customer's employees, agents, contractors, suppliers and customers; • the End User(s) of Permaconn UK's customers; and • individuals who are captured in still images or videos.
Purpose	The services to be provided by Permaconn UK to the Customer under the agreement.

Part 2 – Shared Personal Data

Scope and Purpose	<p>Permaconn UK may share personal data with the Customer (Permaconn UK Shared Data) for the purpose of:</p> <ul style="list-style-type: none"> • administration of this Agreement • the Customer's own internal record keeping; and • the Customer complying with applicable laws. <p>The Customer may share personal data with Permaconn UK (including where it uploads personal data directly to a portal operated by Permaconn UK) relating to the Customer and relating to the End User where the Customer has collected the same from the End User (Customer Shared Data) for the purpose of:</p> <ul style="list-style-type: none"> • Permaconn UK using such personal data within its business, including to provide the Services; • Permaconn UK's own internal record keeping; • Permaconn UK using such personal data in connection with statistical analysis of its products and services; and • Permaconn UK complying with its obligations under the agreement and to comply with applicable laws.
Nature of processing	<ul style="list-style-type: none"> • Receipt and collection of personal data • Analysis of personal data as required for the provision of the Services under the agreement in accordance with this Schedule.

	<ul style="list-style-type: none"> • Temporary storage of the personal data for the duration of the relevant Services only • Transfer of personal data to third parties only as required for the provision of the Services in accordance with the agreement. • Return or secure destruction of the personal data at the conclusion of the relevant Services
Duration of processing	For as long as is reasonably necessary for the provision of and/or receipt of the Services and other ancillary matters under the agreement including maintaining necessary records in relation to the same and the Purpose.
Type of personal data	The following personal data in respect of relevant Data Subjects: identification and contact data including name, address, email address and phone number.
Categories of data subjects	Individuals relating to Permaconn UK, the Customer and/or the End User