

Background

Patriot Systems provides alarm monitoring, video monitoring, response and dispatch software for use in the security industry (across verticals including emergency response, healthcare, patrol). This Agreement sets out the terms and conditions upon which Patriot Systems has agreed to provide the Customer with the Licensed System and Services.

1 Agreement Formation

(a) This Agreement is comprised of:

- (i) these Standard Terms;
- (ii) the Commercial Proposal; and
- (iii) the Master Services Agreement (which may also include a copy of the Commercial Proposal),

which together sets out the terms on which Patriot Systems will provide the Licensed System subscription and Services to the Customer. To the extent of any inconsistency between the above, the order of priority shall be these Standard Terms, the Master Services Agreement and then the Commercial Proposal.

- (b) The Customer may place order(s) for Licensed System and Services by signing a Commercial Proposal from time to time. Any Commercial Proposal is subject to acceptance by Patriot Systems.
- (c) Upon acceptance by Patriot Systems, a Commercial Proposal becomes a binding contract between the parties incorporating this Agreement. Where the Customer places multiple Commercial Proposals, upon acceptance by Patriot Systems, each Commercial Proposal will form a separate Agreement between Customer and Patriot Systems.

2 License

2.1 License Grant

- (a) Subject to the terms and conditions of this Agreement, Patriot Systems hereby grants the Customer a non-exclusive, sub-licensable, license to access and use the Licensed System and Services, solely for the Customer's alarm and video monitoring and response requirements for use in the security industry (**Purpose**).

2.2 Sub-Licensing

- (a) Subject to the terms and conditions of this Agreement, the Customer is entitled to grant sub-licenses of the Licensed System and Services to its own customers ("**Sub-Licensees**"), solely for the Purpose, provided that:
 - (i) each sub-license is granted in writing and on terms no less protective of Patriot Systems and the Licensed System and Services than those set out in this Agreement, including restrictions on use, confidentiality, intellectual property rights, and limitations of liability;

- (ii) the Customer shall ensure that each Sub-Licensee complies with all relevant obligations of the Customer or a Sub-Licensee under this Agreement, and shall be liable to Patriot Systems for any breach of such terms by a Sub-Licensee as if it were a breach by the Customer;
- (iii) no sub-license shall grant any greater rights than those granted to the Customer under this Agreement, nor permit use of the Licensed System and Services for any purpose other than the Purpose;
- (iv) the Customer shall, upon request by Patriot Systems, promptly provide Patriot Systems with copies of any sub-license agreements and details of all current Sub-Licensees; and
- (v) the Customer shall not grant any sub-license to any person or entity that is a competitor of Patriot Systems, without Patriot Systems' prior written consent.

- (b) The Customer shall remain primarily responsible for all acts and omissions of its Sub-Licensees in connection with their access and use of the Licensed System and Services.

3 Licensed System

3.1 Revisions and Updates

- (a) Subject to clause 3.1(b), Patriot Systems may update, modify and change the Licensed System and/or Services from time to time. If Patriot Systems make a material change to the Licensed System or Services, it will inform the Customer. If the changes have a material detrimental effect on the functionality of the Licensed System or Services, the Customer may terminate this Agreement by notifying Patriot Systems in writing accordingly at any time before the date that is 30 days after such changes have been made.
- (a) New 'Licensed System modules' developed or released by Patriot Systems after the Commencement Date are not included in the Fees unless specifically stated in the Commercial Proposal.

3.2 Access

- (a) The Customer must, and must ensure its Sub-Licensee and End Users, access the Licensed System only in accordance with the access methods and requirements specified by Patriot Systems from time to time.
- (b) The Customer is responsible for providing, at its own cost, the information technology hardware, software and network (including internet) access that is necessary for it and its Sub-Licensees and End Users to remotely access and use the Licensed System in accordance with the requirements referred to in clause 3.2(a) ("**Customer Systems**"). Patriot Systems is not responsible for the Customer Systems.
- (c) If the Licensed System authenticates End Users using unique credentials:

- (i) the Customer must ensure that its End Users keep those credentials safe and confidential, and do not share them with any other person; and
 - (ii) any user who is authenticated in this manner will be considered an End User, unless improper use of those credentials is due to the default of Patriot Systems, or the Customer has notified Patriot Systems of any suspected or known unauthorised disclosure or compromise of an End User's credentials, and Patriot Systems has been given a reasonable period of time to revoke such access.
- (d) If the Licensed System authenticates End Users using identity federation:
- (i) the Customer is responsible for ensuring the upstream identity provider verifies the authenticity of each End User; and
 - (ii) any user that is authenticated in this manner will be considered an End User, unless improper use of such identity verification is due to the default of Patriot Systems. The Customer is responsible for managing any compromise of an upstream identity provider.
- (e) The Customer shall ensure that each End User complies with all relevant obligations of the Customer or an End User under this Agreement and shall be liable to Patriot Systems for any breach of such terms by an End User as if it were a breach by the Customer. The Customer shall remain primarily responsible for all acts and omissions of End Users in connection with their use of the Licensed System and Services.
- (f) The Customer is solely responsible for managing and supporting its Sub-Licensees and End Users, including providing access, support, and resolving any issues or claims arising from Sub-Licensee's or End User's use of the Licensed System. Patriot Systems has no responsibility or liability for any dealings, communications, or disputes between the Customer, Sub-Licensee and/or any End User.
- (g) Nothing in this Agreement confers any rights or remedies on any third party other than Customer. Patriot Systems' obligations are owed solely to the Customer, and Patriot Systems shall have no liability to any Sub-Licensee, End User or third party in connection with the Licensed System or Services.

3.3 Acceptable Use

The Customer will not, and will ensure that its Sub-Licensees and End Users do not:

- (a) sublicense the Licensed System to, or permit the access or use of the Licensed System by, any third party unless expressly permitted by Patriot Systems in the Agreement;
- (b) make any changes to the Licensed System;
- (c) decompile, decipher, disassemble, reverse engineer or otherwise decrypt the source code of the Licensed System;

- (d) copy, frame or mirror any part or content of the Licensed System, other than to the extent necessary for the Purpose and provided that such copies contain notices acknowledging Patriot Systems' rights to copyright in the software;
- (e) remove, alter or in any other way interfere with Patriot Systems' copyright notices in the Licensed System;
- (f) create derivative works based on the Licensed System, build a competitive product or service with reference to the Licensed System, or copy any features, functions or graphics of the Licensed System;
- (g) enter into, store within, or transmit using, the Licensed System any Malicious Code; or
- (h) breach or attempt to bypass any security measures of the Licensed System, including by undertaking any penetration or security testing of the Licensed System (or by authorising or directing anyone to do the same); or
- (i) disrupt or interfere with the Licensed System, the systems and infrastructure that Patriot Systems uses to provide the Licensed System, or any other users of the Licensed System.

3.4 Reservations of Rights

Patriot Systems reserves all right, title and interest in the Licensed System that is not expressly granted to the Customer in this Agreement.

3.5 Usage data and analytics

Patriot Systems may collect and use technical data about the Customer's (and its Sub-Licensee's and End Users') access to and use of the Licensed System (**Usage Data**) to operate, support, secure, improve and develop the Licensed System. Usage Data will be aggregated and/or de-identified and will not include Personal Information.

4 Services

4.1 Support Services Definitions

- (a) **Urgent Support Incidents** means where the Licensed System has a major malfunction with hardware, operating system, software or data that has caused the Licensed System to become completely or substantially inoperable so it is unable to perform critical functions, services or operations.
- (b) **Non-Critical Support Incidents** means where the Customer requires assistance from Patriot Systems for some malfunction in the Licensed System that has not caused and is not likely to cause critical disruption to the operation of the Customer's alarm monitoring operations or the Customer requires assistance to perform some non-urgent function relating to the Licensed System.
- (c) **Support Incidents** means both Urgent Support Incidents and Non-Critical Support Incidents.

4.2 General Support

- (a) Patriot Systems will use best endeavours to provide the following maximum response times:

Priority	Classification	Description	Target response time
P1	Urgent support incident	A support incident that causes a critical failure, complete loss of functionality, or material disruption to the customer's use of the Licensed System, with no available workaround.	2 Business Hours
P2	Non-critical support incident	A support incident that does not degrade performance, or results in the loss of a non-essential feature of the Licensed System, where a reasonable workaround exists and operational impact is limited.	10 Business Days
P3	General query	A general enquiry, training requirement, or consultation request relating to the configuration or use of the Licensed System. Does not involve a system defect or service disruption.	48 Business Hours

- (b) Patriot Systems may connect to the Customer Systems from time to time as required in connection with diagnosing and resolving a support incident. This connection will be made over the Internet using remote support software designated by Patriot Systems such as TeamViewer. The connection is effected with a pin number and a password which is unique to each session. Connections use encryption and can only be effected with the permission of the Customer who can also terminate them at any time.

4.3 Service Levels and Hosted Availability

- (a) Patriot Systems will use commercially reasonable efforts to make the Licensed Systems available

and to provide the Services in accordance with this clause 4.

- (b) Patriot Systems does not warrant or guarantee any response times, restoration times, availability measures or other service levels stated in this Agreement, on Patriot times, guaranteed resolution time, guaranteed restoration times or warranties that the Licensed System will be uninterrupted, error-free or continuously available.
- (c) The Customer acknowledges that the Licensed System is hosted using third-party cloud infrastructure, including Amazon Web Services, and that availability and performance may be affected by third-party systems, telecommunications networks, internet services, Customer Systems, maintenance, security incidents, force majeure events and other matters outside Patriot Systems' reasonable control.

4.4 Contacting Support

- (a) Patriot Systems will make available a support phone number, at least one backup phone number and contact email address, as published on the Patriot Systems Website.
- (b) Patriot Systems shall not be responsible for any telecommunications failures or systems failures, including cloud infrastructure failures, internet outages, telecommunications failures and failures of Customer Systems, beyond its control (including those within or affecting the Customer Systems).

4.5 Non-Critical Support Incidents

The Customer will notify Patriot Systems by logging a support incident through Patriot Systems' website, or by phone or email about Non-Critical Support Incidents. Patriot Systems will log the support incident and issue a case reference number and respond to the support issue by logging notes into the user's web portal, by phone or by return email as soon as possible but normally within two working days.

4.6 Urgent Support Incidents

- (a) The Customer will notify Patriot Systems by phone or through their Patriot Systems web portal of Urgent Support Incidents. If Patriot Systems support personnel are unavailable the Customer will follow instructions on the Patriot Systems telephone system and leave an urgent support message. Patriot Systems will log the support incident and issue a case reference number and respond to the support incident by phone or by email as soon as possible.
- (b) Under normal circumstances Patriot Systems will try to respond within 30 minutes but no longer than two hours of receiving notification of the support case. Patriot Systems will carry out the minimal amount of work required to get the Customer's basic monitoring functions of the Licensed System back into service. Further work required to bring the Licensed System back to a state of normal operation will be treated as Non-Critical Support incident(s).

- (c) Patriot Systems will have competent support personnel available to respond to Urgent Support Incident requests at all times.

4.7 Other Services

Patriot Systems may also provide other Services to the Customer as set out in the Commercial Proposal.

5 Customer Data

5.1 Ownership of Customer Data

- (a) The Customer will own and retain all right, title and interest in and to the Customer Data.
- (b) The Customer acknowledges and agrees that, it has the sole responsibility for the manner in which it and its Sub-Licensees and End Users use the Licensed System, and the content of all Customer Data. Patriot Systems shall have no obligation to monitor the Customer's, any Sub-Licensee's or any End User's use of the Licensed System or the content or nature of any Customer Data (but may do so).
- (c) The Customer acknowledges that the Licensed System is not intended to be the primary store of Customer Data and agrees that it will be solely responsible for retaining its own copies and backups of all Customer Data to the extent necessary.

5.2 Data location

- (a) Patriot Systems may use third party providers of cloud-based infrastructure services, to host the Licensed System (a **Cloud Host**). Patriot Systems will only use a Cloud Host which it believes to be reliable and reputable.
- (b) The Commercial Proposal may specify the region in which the Customer Data will be hosted. Patriot Systems will ensure the Customer Data is hosted in the region (s) which are nominated. There may be circumstances in which Patriot Systems, the Cloud Host and each of their respective Personnel access Customer Data from outside those locations, or disclose Customer Data under foreign laws they are subject to.
- (c) Patriot Systems will not be liable for a failure to comply with this Agreement or any loss of any kind arising from an act or omission of a Cloud Host or their Personnel, except where (and to the extent) the Cloud Host is similarly liable to Patriot Systems for that act or omission.

5.3 Customer Data and Consents

- (a) The Customer will be responsible for the content of all Customer Data and for complying with all applicable laws in respect of the Customer Data. The Customer must ensure no Customer Data is infringing, libelous, tortious, in violation of third party rights, unlawful, or gives rise to any civil or criminal liability for Patriot Systems.
- (b) The Customer must ensure that it has obtained all necessary consents and authorisation, and given all necessary notices, as are required by law for Patriot Systems to:

- (i) receive, store, process and transmit the Customer Data in connection with its provision of the Licensed System and Services; and
- (ii) collect and store, from time to time, data relating to the Customer's, Sub-Licensee's and End User's access and use of the Licensed System and Services for its own internal purposes.

6 Customer obligations

- (a) The Customer must:
 - (i) verify the accuracy of Customer Data input and any data output while using the Licensed System;
 - (ii) inform all Sub-Licensees and End Users of the relevant terms of this Agreement and be responsible for their adherence to such terms; and
 - (iii) have trained and competent IT technicians capable of communicating in English available if required. The IT technicians must have a good understanding of computer hardware and software and be competent users of Microsoft Windows operating systems.
- (b) If Patriot Systems has not responded to a support request for Support Services in the normal time allowed for a particular level of support, it will be the Customer's responsibility to make every reasonable effort and continually try to make contact with the Patriot Systems support centre by all available means but in particular following the contact methods outlined on Patriot Systems' Website.
- (c) Any support incident arising from Customer Systems falls outside the scope of the Services and may be chargeable.

7 Fees

7.1 Fees

- (a) Patriot Systems' Fees applicable to the Licensed System and Services are as specified in the applicable Commercial Proposal or Master Services Agreement.
- (b) The Customer must pay, and Patriot Systems will invoice the Customer for, the Fees. All such Fees are exclusive of any taxes, shipping and insurance unless indicated otherwise. Any Fees charged by Patriot Systems under this Agreement will be initially calculated exclusive of GST. Where GST is payable on any supply provided under this Agreement, the Customer agrees that the Fees payable for this supply will be increased by an amount equivalent to the GST payable by Patriot Systems in respect of that supply.
- (c) Charges for the Fees are invoiced in the frequency stated in the Agreement Details in advance.
- (d) All amounts are payable by the Customer within 30 days of the invoice date.
- (e) The Customer shall pay interest on all overdue amounts from the due date until payment is

received by Patriot Systems, at a rate equal to 5% per annum plus the official cash rate as set by the Reserve Bank of New Zealand (if the Customer is in New Zealand) or the target cash rate as set by the Reserve Bank of Australia (in all other cases) from time to time.

7.2 Review of Fees

Patriot Systems may increase the Fees on the terms set out in the Master Services Agreement. Patriot Systems shall provide the Customer with written notice of any such increase at least 14 days prior to the increase taking effect.

8 Warranties and Liabilities

8.1 General

Patriot Systems warrants that its grant to the Customer of access to and license in the Licensed System and Services does not infringe any third party's Intellectual Property Rights. For breach of this warranty, the Customer's exclusive remedies shall be as provided in clauses 8.2(d) and 8.2(e) and be limited by clause 11, to the extent permitted by law.

8.2 Excluded Warranties and Liability

- (a) All express or implied guarantees, warranties, representations, or other terms and conditions relating to this Agreement or its subject matter, not contained in this Agreement, are excluded from this Agreement to the maximum extent permitted by law.
- (b) Except as expressly set out in this Agreement and subject to the Non-Excludable Provisions, the Licensed System and Services are provided "as is" without warranty of any kind, either expressed or implied. Patriot Systems does not warrant that the functions contained in the Licensed System and Services will meet the Customer's requirements or that the operation of the Licensed System and Services will be uninterrupted or error-free.
- (c) Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances.
- (d) If:
 - (i) Patriot Systems breaches the warranty in clause 8.1; or
 - (ii) any guarantee, warranty, term or condition is implied or imposed in relation to this Agreement under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a **Non-Excludable Provision**), and Patriot Systems is able to limit the Customer's remedy for a breach of the Non-Excludable Provision,

then Patriot Systems' liability for such breach is limited to one or more of the following at the option of Patriot Systems:

- (iii) in the case of goods, the replacement of the goods or the supply of equivalent goods, the

repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or

- (iv) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- (e) Notwithstanding the foregoing, if any of the Licensed System and/or Services provided under this Agreement infringes a third party's Intellectual Property Rights or the parties otherwise agree, Patriot Systems may:
 - (i) secure the rights to allow the Customer to continue using the Licensed System and/or Services or exercising any of its other rights under this Agreement; or
 - (ii) replace or modify the Licensed System and/or Services but without adversely affecting performance or functionality, and

Patriot Systems will indemnify the Customer against damages finally awarded by a court of competent jurisdiction for any breach of the warranty in clause 8.1.

9 Proprietary Rights

9.1 Intellectual Property and Copyright

Subject to the limited rights expressly granted under this Agreement, Patriot Systems reserves all rights, title and interest in and to the Licensed System and Services, including all related Intellectual Property Rights and goodwill. No rights are granted to the Customer other than as a licensee and otherwise as expressly set out in this Agreement.

9.2 Customer Suggestions

Patriot Systems shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Licensed System and Services any suggestions, enhancement requests, recommendations or other feedback provided by the Customer relating to the operation of the Licensed System. The Customer may notify Patriot Systems in writing of any such suggestions, enhancement requests, recommendations or other feedback.

10 Indemnity as to Licensed System

- (a) The Customer indemnifies Patriot Systems against, from and in respect of any loss, damage, claim, demand, suit, or proceeding (including those brought by Sub-Licensees, End Users or any third party) ("**Claim**") (including all legal costs and expenses on an indemnity basis) arising out of or in connection with the Customer's:
 - (i) Customer Data;
 - (ii) breach of the Agreement; and/or
 - (iii) wilful, unlawful or negligent act or omission,but excluding Claims arising as a result of Patriot Systems' breach or negligence.

11 Limitation of Liability

11.1 Limitation of Patriot Systems' Liability

To the fullest extent permitted by law, Patriot Systems' maximum aggregate liability for all causes of action arising out of or related to the Agreement in any Contract Year, whether arising in contract, tort (including negligence) or under any other theory of liability, is the total amount of the Fees due to Patriot Systems from Customer in relation to the Licensed System and Services provided during that Contract Year.

11.2 Exclusion of Consequential and Related Damages

Neither party will have any liability to the other party for any lost profits or revenues, loss of data, business interruptions or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort (including negligence) or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

12 Termination or Suspension

12.1 Suspension

- (a) Patriot Systems may suspend access to and use of the Licensed System from time to time:
 - (i) to perform routine or emergency maintenance;
 - (ii) to implement service changes and upgrades;
 - (iii) if it reasonably believes that the Customer or any Sub-Licensee's or End User's use of the Licensed System may adversely impact other clients' or their end users' use of the Licensed System or the hosting environment;
 - (iv) if there is suspected unauthorised third party access to the Licensed System;
 - (v) if Patriot Systems reasonably believe that suspension is required to comply with applicable law;
 - (vi) if Patriot Systems become aware of any actual or potential breach of the warranty in clause 8.1; or
 - (vii) to mitigate issues caused by any acts or omissions of third parties or issues with any internet infrastructure.

Any such suspension will be lifted once the circumstances giving rise to the suspension have been resolved.

- (b) If the Customer fails to make payment in accordance with clause 7 and does not cure such failure within 7 days of receiving notice of such failure, Patriot Systems may suspend the Licensed System and/or Services provided under this Agreement, on notice in writing to the Customer until such failure is cured or Patriot Systems terminates this Agreement in accordance with clause 12.2(a). Patriot Systems will have no responsibility to perform its obligations under this Agreement during the period of suspension. If this

Agreement is suspended, Patriot Systems will inform the Customer in writing upon the lifting of such suspension.

12.2 Termination and expiry

- (a) 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 with clause 7) which is not remedied within 30 days of notice from the Aggrieved Party;
 - (ii) commits an act which is or would be an act of insolvency, or if a receiver, receiver and a manager, liquidator, administrator, trustee or similar official is appointed over its assets or business; or
 - (iii) enters into or proposes to enter into an arrangement, composition, or compromise with its creditors or any class of them, or there is declared by a competent court or authority, a moratorium on the payment of indebtedness by either party or other suspension of payment generally; or
 - (iv) ceases to carry on business.
- (b) In the event of termination or expiry of this Agreement:
 - (i) the Customer must, and must procure its Sub-Licensees and End Users, cease accessing and using the Licensed System;
 - (ii) the Customer must ensure that any supporting documents, Confidential Information and any materials (in any form) provided by or for Patriot Systems are returned to Patriot Systems or destroyed at Patriot Systems' request;
 - (iii) upon the Customer's request, Patriot Systems will provide the Customer with a copy of the Customer Data (or the means to take its own copy), provided the Customer pays the reasonable costs (at its standard rates) of Patriot Systems doing so (which amount, as reasonably estimated by Patriot Systems, must be pre-paid if Patriot Systems has terminated this Agreement);
 - (iv) in addition to any amounts payable under clause 12.2(b)(iii), the Customer must continue to pay to Patriot Systems all amounts that have been incurred, or relate to the period, prior to termination or expiry; and
 - (v) the license and other rights granted to the Customer (and End User) under this Agreement will immediately end.
- (c) Patriot Systems 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 Patriot

Systems. 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 Fees for the Services, and Patriot Systems will continue to provide the Services, on the un-amended terms and conditions of this Agreement.

- (d) Termination of this Agreement will not affect rights accrued by either party prior to the termination.
- (e) Clauses 2.2(a)(ii), 2.2(b) 3.2(e), 3.5, 5.2(c), 5.3, 8, 9, 10, 11, 13, 16, 17 and 18, and any other provisions which by their nature are intended to survive, shall survive any termination or expiration of this Agreement.

13 Confidentiality

13.1 Acknowledgement

The Customer acknowledges that confidentiality is of utmost concern to Patriot Systems and Patriot Systems is likely to suffer significant and irreparable harm to its business if the secrecy and confidentiality of Patriot Systems Confidential Information is lost or compromised.

13.2 Obligations of confidence

- (a) Each party agrees to keep confidential and not to use or disclose, other than as permitted by this Agreement, any Confidential Information of the other party.
- (b) These obligations of confidence extend to any Confidential Information provided to or obtained by a party prior to entry into this Agreement.
- (c) This clause 13 does not apply to Confidential Information:
 - (i) that is in the public domain otherwise than as a result of a breach of this Agreement or other obligation of confidence; or
 - (ii) that is already known by, or rightfully received, or independently developed, by the recipient free of any obligation of confidence.

13.3 Permitted use and disclosures

- (a) Subject to paragraph 13.3(b), each party may disclose Confidential Information of the other party only on a "need-to-know" and confidential basis:
 - (i) to its officers, agents, professional advisers (including lawyers), employees, contractors, sub-contractors, insurers and in the case of the Customer, End Users;
 - (ii) to its Related Bodies Corporate and their officers, agents, professional advisers (including lawyers), employees, contractors, sub-contractors and insurers; or
 - (iii) with the prior written consent of the other party,
 for the exercise of rights or the performance of obligations under this Agreement.
- (b) The Customer must not disclose any Confidential Information of Patriot Systems which:
 - (i) relates to pricing offered by Patriot Systems or is otherwise market sensitive; or

- (ii) is notified by Patriot Systems to be highly confidential,

(the above, being **Highly Confidential Information**) to anyone other than its officers and employees approved in writing from time to time by Patriot Systems (including those named in the Agreement Details), who strictly need to know that Highly Confidential Information for the performance of the Customer's obligations under this Agreement, unless Patriot Systems has expressly approved the disclosure.

- (c) A party who discloses any Confidential Information of the other under clauses 13.3(a) or 13.3(b) must ensure that any recipient keeps such Confidential Information confidential on the same basis as it is required to do so under this clause 13.3.
- (d) Either party may disclose Confidential Information of the other party where such Confidential Information:
 - (i) is required to be disclosed by applicable law or a government agency, provided that, prior to disclosing any such Confidential Information, the party making the disclosure has promptly notified the other party in writing to allow that party to take all reasonable steps to maintain such Confidential Information in confidence; or
 - (ii) is required to be disclosed in accordance with the rules of any stock exchange upon which the securities of the party making the disclosure are listed.

13.4 Security

Each party must take reasonable steps to protect the Confidential Information of the other party from unauthorised use or disclosure, and in any event steps no less protective than those taken to protect that party's own Confidential Information.

14 Privacy and Marketing

14.1 Privacy

- (a) The Customer acknowledges and agrees that Patriot Systems' access to and processing of the Customer's (and the End Users') Personal Information for the purpose of performing its obligations under this Agreement will be governed by Applicable Privacy Laws.
- (b) In performing its obligations under this Agreement, Patriot Systems may obtain Personal Information relating to the Customer's or Sub-Licensee's employees, End Users, or other persons connected with the Customer's or Sub-Licensee's business. The Customer warrants that it has obtained all necessary consents (including from Sub-Licensees and End Users) as required under Applicable Privacy Laws to provide such information to Patriot Systems and to permit Patriot Systems to process such information for the purpose of fulfilling its obligations under this Agreement.
- (c) Each Party shall comply with its obligations under all Applicable Privacy Laws.
- (d) Patriot Systems shall take reasonable steps to protect Personal Information from misuse,

interference, loss, unauthorised access, modification, or disclosure, and shall only use or disclose Personal Information as necessary to perform its obligations under this Agreement or as otherwise required or permitted by law.

- (e) If the Customer is established in the European Economic Area, the United Kingdom, or if the processing of Personal Information is otherwise subject to the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), the terms of the Data Processing Agreement set out in Annex 1 ("**DPA**") shall apply and form part of this Agreement. In the event of any conflict between the terms of this Agreement and the DPA in respect of the processing of Personal Information subject to the GDPR, the terms of the DPA shall prevail.

14.2 Marketing

The Customer agrees that Patriot Systems may reasonably publicise the non-confidential subject matter of the Agreement for marketing purposes and that Patriot Systems may use the trade marks and logos of the Customer for that purpose. Patriot Systems acknowledges and agrees that, except as is provided in this clause, use of the Customer's trade marks or logos for any purpose shall not confer Patriot Systems any license, right, title or interest in or to the trade marks or logos of the Customer.

15 Term

The Term of this Agreement is set out in the Master Services Agreement.

16 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 storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes or other labour unrests, failures of third party systems or networks (including telecommunications and internet facilities and services), embargoes and governmental actions or regulations that would prevent or inhibit Patriot Systems from providing the Licensed System and/or Services or from performing any other aspects of the obligations under this Agreement.

17 General

17.1 Relationship

Patriot Systems 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.

17.2 Entire Agreement

- (a) Nothing in this Agreement limits 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 excluded.
- (b) Subject to clause 17.2(a), this Agreement is the entire agreement between the parties about its

subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter.

17.3 Variation, severability and waiver

- (a) With the exception of clause 7, no variation to this Agreement will be effective unless it is agreed in writing and signed on behalf of each party.
- (b) No waiver by a party of any right or remedy will be taken to have been given unless it is given in writing.
- (c) If any provision of this Agreement is unenforceable, it is to be read down or severed to the extent of the unenforceability. Any invalidity or unenforceability of a provision does not affect the enforceability of the rest of this Agreement

17.4 No assignment

- (a) Subject to clause 17.4(b), neither party may assign, transfer, novate or otherwise deal with its rights, interests or obligations under this Agreement without the prior written approval of the other party, which approval will not be unreasonably withheld.
- (b) Patriot Systems may, upon notice to the Customer, assign or novate this Agreement to a Related Company as part of a solvent restructure, or a purchaser of all or substantially all of its assets. If requested to do so, and without limiting the immediate effectiveness of any such notice, the Customer agrees to enter into an agreement on terms reasonably specified by Patriot Systems to formalise such assignment or novation.

17.5 Governing law

This Agreement is governed by the laws of New Zealand (if the Customer is in New Zealand) or the laws of New South Wales, Australia in all other cases, and each party submits to the non-exclusive jurisdiction of the courts of that country or state.

17.6 Notices

Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at the physical or email address specified in the Agreement Details or such other address that a party notifies in writing to the other party as its address for notices for the purposes of this Agreement.

18 Interpretation

18.1 Dictionary

In this Agreement:

Agreement Details means the information set out in the agreement details section on the first page of the Master Services Agreement.

Alarm Monitoring Automation Software is a comprehensive, enterprise-grade central station platform designed for monitoring alarm systems and video, dispatching security responses, and integrating various communication and automation tools.

Applicable Privacy Laws means any laws that apply to the processing of Personal Information that a party is itself subject to in relation to its processing of Personal Information under this Agreement.

Commencement Date has the meaning given in the Agreement Details.

Commercial Proposal means any commercial proposal attached to a Master Services Agreement, as amended or updated from time to time.

Confidential Information in relation to a party means any information:

- (a) regarding the business, technology or affairs of that party or its Related Bodies Corporate;
- (b) regarding clients, customers, employees, contractors of, or other persons doing business with, that party or its Related Bodies Corporate;
- (c) which is by its nature confidential, or which is designated as confidential by that party;
- (d) which the other party knows, or ought to know, is confidential;
- (e) regarding the content of any communications of that party carried on or across any network; or
- (f) regarding the terms and conditions of this Agreement, or the commercial arrangements between the parties.

Contract Year means each successive 12 month period, commencing on the Commencement Date.

Customer Data means all data (whether or not it includes personal information) entered into the Licensed System by the Customer, a Sub-Licensee or an End User.

Customer Systems has the meaning given in clause 3.2(b).

End User means any person or resource (including any software or system) that accesses or uses the Licensed System on behalf of the Customer or any Sub-Licensee, including any user referred to in clauses 3.2(c) or 3.2(d).

Fees means that fees for the Licensed System and Services as specified in any Commercial Proposal or Master Services Agreement.

GUARDLINK means the cloud-based dispatch job data communication service designed to facilitate the transition of dispatch job data between monitoring centres and dispatch centres.

GST means the GST within the meaning of the Goods and Services Tax Act 1985 (if the Customer is in New Zealand) or A New Tax System (Goods and Services Tax) Act 1999 (Cth) (in all other cases).

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.

Licensed System means the Patriot Systems Alarm Monitoring Automation Software and related modules, Patriot Systems database, PLINK Patrol App and/or GUARDLINK, which is provided as a hosted solution accessible via the internet by the Customer, as detailed in the Commercial Proposal or Master Services Agreement.

Malicious Code means viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents or programs.

Master Services Agreement means the agreement between Customer and Patriot Systems, which may include a Commercial Proposal, which sets out the key commercial terms between the parties in relation to Commercial Proposals from time to time.

Non-Excludable Provision has the meaning given in clause 8.2(d)(ii).

Patriot Systems' Website means www.patriotsystems.com or such replacement website as notified by Patriot Systems from time to time.

Personal Information means information relating to an identified or identifiable natural person, and includes any similarly defined term under Applicable Privacy Laws.

Personnel means the officers, employees, contractors (including subcontractors) and agents of a person.

Related Bodies Corporate has the meaning given in the Australian *Corporations Act 2001* (Cth).

Services means the Support Services and other services offered by Patriot Systems as detailed in the Commercial Proposal or Master Services Agreement.

Sub-Licensee has the meaning set out in clause 2.2(a)

Support Services means the support services set out in clause 4 or as detailed in the Commercial Proposal or Master Services Agreement.

Term means the term of this Agreement.

18.2 Interpretation

In this Agreement:

- (a) headings do not affect the interpretation;
- (b) examples introduced by the word 'including' or similar expressions are not intended to narrow the interpretation of preceding terms; and
- (c) no rule of interpretation applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement.

Annex 1 – Data Processing Agreement - For Customers located in the UK and EU Only.

This Schedule sets out the additional terms, requirements and conditions on which Patriot Systems 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;

Patriot Systems 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 Patriot Systems 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 12.1.

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 Patriot System and/or monitors the Patriot System as the Alarm Receiving Centre;
 - 2.3.2 Patriot Systems shall generally (save where paragraph 2.3.3 applies) in the course of selling and otherwise making available the Patriot 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 Patriot Systems may, during the course of providing the Patriot System, act in the capacity of a controller, where Patriot Systems 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 Patriot Systems is acting as a processor:
- 2.4.1 paragraph 3 to 13 (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 Patriot Systems may process the Personal Data to fulfil the Purpose.
- 2.5 Where the Parties are each acting as controllers:
- 2.5.1 paragraph 14 to 22 (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 Patriot Systems 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 Patriot Systems.

4. Patriot Systems' obligations

- 4.1 Patriot Systems 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 Patriot Systems deal with an End User directly in relation to the Patriot System). Patriot Systems 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. Patriot Systems must promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.
- 4.2 Patriot Systems must comply promptly with any Customer written instructions requiring Patriot Systems to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 4.3 Patriot Systems 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 Patriot Systems to process or disclose the Personal Data to a third-party, Patriot Systems 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 Patriot Systems 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 Patriot Systems' processing and the information available to Patriot Systems, 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 Patriot Systems must notify the Customer promptly of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting Patriot Systems' performance of the agreement.
- 5. Provider's employees**
- 5.1 Patriot Systems 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 Patriot Systems' duties and their personal duties and obligations under the Data Protection Legislation and this agreement.
- 6. Security**
- 6.1 Patriot Systems 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 Patriot Systems 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 Patriot Systems 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. Patriot Systems 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 Patriot Systems 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 Patriot Systems (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, Patriot Systems shall process, or permit the processing, of the Personal Data outside the UK under the following conditions:
- 8.2.1 Patriot Systems 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 Patriot Systems participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that Patriot Systems (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. Patriot Systems is located in New Zealand.
- 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 Patriot Systems 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 Patriot Systems of a subcontractor located outside of the EEA in compliance with the provisions of paragraph 9, then the Customer authorises Patriot Systems to enter into the SCCs with the subcontractor.
- 9. Subcontractors**
- 9.1 Patriot Systems 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 Patriot Systems supplies the Customer with full details in writing regarding such subcontractor;
 - 9.1.2 Patriot Systems 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 Patriot Systems 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. Patriot Systems 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 Patriot Systems which contains terms substantially the same as those set out in this Schedule, Patriot Systems remains fully liable to the Customer for the subcontractor's performance of its agreement obligations.
- 9.4 Notwithstanding the foregoing, the Customer hereby authorises Patriot Systems to engage its related companies and other third-party sub-processors globally for the Processing of Customer Personal Data, provided that:
- 9.4.1 Patriot Systems shall ensure that any such sub-processor is subject to written contractual obligations no less protective of Customer Personal Data than those set out in this DPA;
 - 9.4.2 Patriot Systems shall remain fully liable to the Customer for the performance of any sub-processor's obligations;
 - 9.4.3 Patriot Systems shall provide the Customer with prior notice of any intended changes concerning the addition or replacement of sub-processors, and the Customer may object to the appointment of each such sub-processor within 7 working days after Patriot Systems provided the Customer notice of such sub-processor.
- 10. International Transfers**
- 10.1 Patriot Systems is based outside the UK and the EEA. Patriot Systems may not transfer or otherwise Process the Customer Personal Data outside the UK or the EEA (as applicable) without obtaining the Customer's prior written consent. Where such consent is granted, Patriot Systems shall only Process or permit the Processing of the Customer Personal Data outside the UK or the EEA (as applicable) under the following conditions:
- 10.1.1 Patriot Systems is Processing the Customer Personal Data in a territory which is subject to adequacy regulations under the GDPR (as applicable) that the territory provides adequate

protection for the privacy rights of individuals. Patriot Systems is located in New Zealand; or

- 10.1.2 Patriot Systems participates in a valid cross-border transfer mechanism under the GDPR, so that Patriot Systems or the Customer can ensure that appropriate safeguards are in place to protect Customer Personal Data in accordance with the requirements of the GDPR, including, where applicable, the use of Standard Contractual Clauses or other lawful transfer mechanisms recognised under Applicable Privacy Laws; or
 - 10.1.3 the transfer otherwise complies with Applicable Privacy Laws.
- 10.2 Where Patriot Systems appoints a sub-processor located outside the UK or the EEA (as applicable) in accordance with clause 9, the Customer authorises Patriot Systems to enter into SCCs (or another valid transfer mechanism in accordance with clause 10.1) with the sub-processor.

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

- 11.1 Patriot Systems 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:
- 11.1.1 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
 - 11.1.2 information or assessment notices served on the Customer by the Commissioner under the Data Protection Legislation.
- 11.2 Patriot Systems 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.
- 11.3 Patriot Systems 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.
- 11.4 Patriot Systems 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.
- 11.5 Patriot Systems 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.

12. Records

- 12.1 Patriot Systems 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**).
- 12.2 Patriot Systems will ensure that the Records are sufficient to enable the Customer to verify Patriot Systems' compliance with its obligations under the agreement and the Data Protection Legislation and Patriot Systems will provide the Customer with copies of the Records upon request.
- 12.3 The Customer and Patriot Systems 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.

13. Audit

- 13.1 Patriot Systems will permit the Customer's third-party representatives to audit Patriot Systems' compliance with its obligations under this Schedule, on reasonable notice during the term of the agreement. Patriot Systems will give the Customer and its third-party representatives reasonable assistance to conduct such audits at no additional cost to the Customer.
- 13.2 The Customer shall use its reasonable endeavours to ensure that the conduct of any audit does not unreasonably disrupt Patriot Systems or the performance of its obligations under this Schedule.

- 13.3 On the Customer providing reasonable notice under paragraph 13.1, the Customer shall notify Patriot Systems of the independent third party representative who shall conduct the audit on the Customer's behalf and shall obtain Patriot Systems' consent to such representative (such consent not to be unreasonably withheld or delayed) within a reasonable period prior to the date of the audit.
- 13.4 The notice requirements in paragraph 13.1 will not apply if the Customer reasonably believes that a Personal Data Breach has occurred or is occurring, or Patriot Systems is in material breach of any of its obligations under the agreement or any of the Data Protection Legislation.
- 13.5 If a Personal Data Breach occurs or is occurring, or Patriot Systems becomes aware of a breach of any of its obligations under the agreement or any of the Data Protection Legislation, Patriot Systems will:
- 13.5.1 promptly conduct its own audit to determine the cause;
 - 13.5.2 produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;
 - 13.5.3 provide the Customer with a copy of the written audit report; and
 - 13.5.4 remedy any deficiencies identified by the audit within 30 days.
- 14. Personal Data Sharing**
- 14.1 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.
- 14.2 Each Party warrants and undertakes that it is entitled to provide the Shared Personal Data.
- 15. Lawful, Fair and Transparent Processing**
- 15.1 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.
- 15.2 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:
- 15.2.1 that their personal data will be shared with Patriot Systems and processed by Patriot Systems for the purposes of making available the Patriot System; and
 - 15.2.2 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.
- 16. 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.
- 17. Data Subject Rights**
- 17.1 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.
- 17.2 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.

18. Data Retention

- 18.1 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.
- 18.2 The Customer shall ensure that any Patriot Systems Shared Data is securely destroyed once it no longer needs to process the Patriot Systems Shared Data.
- 18.3 Patriot Systems shall ensure that any Customer Shared Data is securely destroyed once it no longer needs to process the Customer Shared Data.

19. Transfers

- 19.1 For the purposes of this paragraph 19, transfers of personal data shall mean any sharing of personal data by a Party with a third party, and shall include,
- 19.1.1 subcontracting the processing of Shared Personal Data.
- 19.1.2 granting a third-party controller access to the Shared Personal Data.
- 19.2 If either Party appoints a third party processor to process the Patriot Systems Shared Data it shall comply with the relevant provisions of the Data Protection Legislation and shall remain liable to Patriot Systems for the acts and/or omissions of the processor.
- 19.3 The Customer shall not disclose or transfer the Patriot Systems Shared Data outside the UK.

20. Security and Training

- 20.1 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 Patriot System.
- 20.2 The Parties undertake to have in place during the term of the agreement appropriate technical and organisational security measures to:
- 20.2.1 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
- 20.2.2 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.
- 20.3 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.

21. Personal Data Breaches and Reporting

- 21.1 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).
- 21.2 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.

22. Resolution of disputes with data subjects or the Commissioner

- 22.1 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.
- 22.2 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.
- 22.3 Each Party shall abide by a decision of a competent court of the Commissioner.

23. Term and termination

- 23.1 The provisions of this Schedule will remain in full force and effect so long as:
- 23.1.1 the agreement remains in effect; or
- 23.1.2 where Patriot Systems acts as a processor, Patriot Systems retains any of the Personal Data related to the agreement in its possession or control.
- 23.2 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.
- 23.3 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.
- 23.4 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.

24. Data return and destruction

- 24.1 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.
- 24.2 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.
- 24.3 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.

25. Notice

Any notice given to a party under or in connection with this Schedule shall be made to the registered address or email of the other in the Agreement Details, save that where such notice is sent by email by the Customer for the attention of Patriot Systems it shall be sent to the following email address: privacy@permacon.com

Appendix to Annex 1

Part 1 - Details of Processing where Patriot Systems 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 Patriot Systems in connection with the provision of the Services by Patriot Systems.
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	Patriot Systems 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 Patriot Systems' 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 Patriot Systems.
Categories of data subjects	• The Customer's employees, agents, contractors, suppliers and customers; • the End User(s) of Patriot Systems' customers; and • individuals who are captured in still images or videos.
Purpose	The services to be provided by Patriot Systems to the Customer under the agreement.
Approved sub-processors	• TeamViewer – when used to enable remote access to Customer Personal Data, TeamViewer will process the Customer Personal Data in order to enable the functionality of the TeamViewer solution, as more fully specified at: https://www.teamviewer.com/en/legal/dpa-annex/ • Microsoft – any Customer Personal Data shared with Patriot Systems for the purposes of migration is stored temporarily on Sharepoint/ Onedrive by Patriot Solutions, with access only granted to staff that require access to perform the task agreed with the Customer. In such circumstances, Microsoft will process the Customer Personal Data in order to enable the functionality of the relevant storage solution, as more fully specified at: https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA • Amazon Web Services (AWS) – AWS provide the cloud hosting solution for the Patriot Hosted solution. In such circumstances, AWS will process the Customer Personal Data in order to enable the functionality of the relevant storage solution, as more fully specified at: https://d1.awsstatic.com/legal/aws-dpa/aws-dpa.pdf • Hubspot: Hubspot is Patriot's CRM, which may hold some Personal Customer Data. Hubspot is GDPR compliant, with full details here: https://www.hubspot.com/data-privacy/gdpr

Part 2 – Shared Personal Data

Scope and Purpose	Patriot Systems may share personal data with the Customer (Patriot Systems Shared Data) for the purpose of: • administration of this Agreement
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	• the Customer's own internal record keeping; and • the Customer complying with applicable laws. The Customer may share personal data with Patriot Systems (including where it uploads personal data directly to a portal operated by Patriot Systems) 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: • Patriot Systems using such personal data within its business, including to provide the Services; • Patriot Systems' own internal record keeping; • Patriot Systems using such personal data in connection with statistical analysis of its products and services; and • Patriot Systems complying with its obligations under the agreement and to comply with applicable laws.
Nature of processing	• 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. • 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 Patriot Systems, the Customer and/or the End User