



SERVICE TERMS

1 Definitions and interpretation

- 1.1 The definitions and rules of interpretation set out in Annex 1 shall apply to our Agreement.
- 1.2 In our Agreement:
- 1.2.1 each Registration Form entered into by the Customer shall form a separate agreement, incorporating these Service Terms for the respective Services (our **Agreement**);
- 1.2.2 in the event of any conflict in respect of the provisions of our Agreement and/or the documents referred to therein the following order of priority shall prevail (in descending order of priority): (a) the Registration Form; (b) Service Terms; and (c) Annex's; and
- 1.2.3 subject to the order of priority between documents in clause 1.2.2, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.
- 1.3 Any obligation of Zurich under our Agreement to comply or ensure compliance by any person or the Services with any law shall be limited to compliance only with laws within the United Kingdom generally applicable to businesses and to providers of software as a service solutions. Such obligations shall not be construed to create any obligation on Zurich (or anyone acting on its behalf) or any part of the Services to comply with any laws or regulations which apply solely to specific commercial or other activities (such as insurance or other professional services) or which apply solely to a specific commercial or non-commercial sector (or part thereof) (such as the public, legal, accountancy, actuarial or insurance).

2 Rights of use

- 2.1 Upon Order Acceptance and subject to the terms of our Agreement, Zurich grants the Customer a non-exclusive, non-transferable, right to use the Services and to copy and use the User Manual as strictly necessary for its use by Authorised Users of the Services, within the Territory for the Permitted Purpose.
- 2.2 The Customer acknowledges that the Services do not include: (a) dedicated data back up (and the Customer should ensure it at all times maintains backups of all Customer Data, Zurich will not be responsible for providing the Customer with backups); or (b) legal or other professional or regulated services and that, except as expressly stated in our Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.

3 Authorised Users

- 3.1 The Customer shall ensure that only Authorised Users use the Services and that such use is at all times in accordance with our Agreement. The Customer shall ensure that Authorised Users are, at all times whilst they have access to the Services, the employees or contractors of the Customer, or those of the Customer's suppliers.
- 3.2 The Customer shall: (a) be liable for the acts and omissions of the Authorised Users in their use of the Services as if they were its own; (b) only provide Authorised Users with access to the Services via the access method provided by Zurich and shall not provide access to (or permit access by) anyone other than an Authorised User; and (c) procure that each Authorised User is aware of, and complies with, the obligations and restrictions imposed on the Customer under our Agreement, including all obligations and restrictions relating to Zurich's Confidential Information.

- 3.3 The Customer warrants and represents that it, and all Authorised Users and all others acting on its or their behalf (including systems administrators) shall keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer organisation as necessary for use of the Service) their password or access details for any part of the Services.
- 3.4 The Customer shall (and shall ensure all Authorised Users shall) at all times comply with the End User Agreement and all other provisions of our Agreement.
- 3.5 If any password has been provided to an individual that is not an Authorised User, the Customer shall, without delay, disable any such passwords and notify Zurich immediately.
- 3.6 The Customer shall comply (and shall ensure all Authorised Users comply) with all applicable laws, rules, and regulations governing export that apply to the Services, the Customer Data and the User Manual (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services, the Customer Data or the User Manual (or any part) to, or access or use the Services, the Customer Data or the User Manual (or any part) in, any country or territory for which an export licence or other approval is required under the laws of the United Kingdom, without first obtaining such licence or other approval. Without prejudice to Zurich's obligations under the Data Protection Addendum, the Customer shall be solely responsible for ensuring its access, importation and use of the Services, the Customer Data and User Manual in or into any part of the United Kingdom or elsewhere complies with all export and other laws.
- 3.7 Clauses 3.2 to 3.6 (inclusive) shall survive termination or expiry of our Agreement.

4 Indemnity

- 4.1 The Customer shall indemnify, keep indemnified and hold harmless Zurich from and against any losses, claims, damages, liability, Data Protection Losses, costs (including legal and other professional fees) and expenses incurred by it as a result of the Customer's breach of our Agreement.
- 4.2 This clause 4 shall survive termination or expiry of our Agreement.

5 Support

- 5.1 Zurich shall use reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Zurich shall give advance notice); and (b) any unavailability caused by circumstances beyond Zurich's reasonable control, including, for example, an act of God, epidemic, pandemic, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than one involving Zurich employees), internet service provider failure or delay, non-Zurich applications, or denial of service attack. All support requests are to be communicated with Zurich by email, using the following email address: smartpermit@uk.zurich.com

6 Changes to services and terms

- 6.1 Zurich may at its absolute discretion make, and notify the Customer of, updated versions of the documents referred to in clause 1.2.2 making up these Service Terms or other documents referred to in any part of our Agreement (excluding in each case the Registration Form) from time to time by notifying the Customer of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which Zurich elects (**Update Notification**). Zurich will comply with its related obligations in the Data Protection Addendum.

6.2 The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of our Agreement from the date 30 days after Update Notification of such revised document(s) (the **Update**) (or at such later date as Zurich may specify).

6.3 The Customer acknowledges that Zurich shall be entitled to modify the features and functionality of the Services. Zurich may, without limitation to the generality of this clause 6.3, establish new limits on the Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Service, remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are introduced by an Update to the relevant impacted contractual documents. Zurich will comply with its related obligations in the Data Protection Addendum.

7 Exclusions

7.1 Without prejudice to Zurich's obligations under our Agreement in respect of the Services and Support Services provided in connection with the same are provided 'as is' and without warranty to the maximum extent permitted by law.

7.2 The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Customer acknowledges that such risks are inherent in cloud services and that Zurich shall have no liability for any such delays, interruptions, errors or other problems.

7.3 Zurich may make Non-Zurich Materials available for the Customer's use in connection with the Services. The Customer agrees that: (a) Zurich has no responsibility for the use or consequences of use of any Non-Zurich Materials; (b) the Customer's use of any Non-Zurich Materials shall be governed by the applicable terms between

the Customer and the owner or licensor of the relevant Non-Zurich Materials; (c) the Customer is solely responsible for any Non-Zurich Materials used in connection with the Services and for compliance with all applicable third party terms which may govern the use of such Non-Zurich Materials; and (d) the continued availability, compatibility with the Services and performance of the Non-Zurich Materials is outside the control of Zurich and Zurich has no responsibility for any unavailability of or degradation in the Services to the extent resulting from the availability, incompatibility or performance of any of the Non-Zurich Materials.

7.4 The Customer acknowledges that no liability or obligation is accepted by Zurich (howsoever arising whether under contract, tort, in negligence or otherwise): (a) that the Services shall meet the Customer's individual needs, whether or not such needs have been communicated to Zurich; (b) that the operation of the Services shall not be subject to minor errors or defects; or (c) that the Services shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible in the User Manual.

7.5 To the maximum extent permitted by law, Zurich disclaims and excludes all other warranties, conditions, representations or other terms relating to the software, support, or professional services, express or implied, statutory or otherwise, including, but not limited to, any warranties or other terms of satisfactory quality, merchantability and fitness for a purpose or a particular purpose. Zurich does not warrant or represent that the software, support or professional services will be delivered free of any delays, omissions or errors.

7.6 To the maximum extent permitted by law, Zurich shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of our Agreement.

8 Intellectual property

- 8.1 All Intellectual Property Rights in and to the Services (including in all Applications, User Manual and all Zurich Provided Materials) belong to and shall remain vested in Zurich or the relevant third party owner. To the extent that the Customer or any person acting on its or their behalf acquires any Intellectual Property Rights in the Applications, User Manual, Zurich Provided Materials or any other part of the Services, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Zurich or such third party as Zurich may elect. The Customer shall execute all such documents and do such things as Zurich may consider necessary to give effect to this clause 8.1.
- 8.2 The Customer and Authorised Users may be able to store or transmit Customer Data using one or more Service and the Services may interact with Customer Systems. The Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for Zurich (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Customer Data and Customer Systems to the extent necessary to perform or provide the Services or to exercise or perform Zurich's rights, remedies and obligations under our Agreement.
- 8.3 To the extent Non-Zurich Materials are made available to, or used by or on behalf of the Customer, any Authorised User in connection with the use or provision of any Service, such use of Non-Zurich Materials (including all licence terms) shall be exclusively governed by applicable third party terms notified or made available by Zurich or the third party and not by our Agreement. Zurich grants no Intellectual Property Rights or other rights in connection with any Non-Zurich Materials.
- 8.4 This clause 8 shall survive the termination or expiry of our Agreement.

9 Customer Systems and Customer Data

When processing any personal data in connection with the Services, the parties agree that they shall both comply with the Data Protection Addendum.

10 Confidentiality

- 10.1 Each Party shall treat and safeguard all Confidential Information disclosed to it by the other as strictly private and confidential and take all reasonable steps and precautions necessary to preserve such confidentiality.
- 10.2 The receiving party (the "**Recipient**") shall, and shall procure that its Representatives shall, keep the disclosing party's (the "**Discloser**") Confidential Information confidential and, except with the prior written consent of the Discloser, shall: (a) not use, copy or exploit any of the Confidential Information otherwise than for the Permitted Purpose; (b) not disclose any of the Confidential Information to any third party, except as permitted by this Agreement; (c) keep the Confidential Information, and any copies of it, separate from other documents of the Recipient, secure and in such a way so as to prevent unauthorised access by any third party; (d) mark all Confidential Information as "Confidential"; and (e) keep adequate records of compliance with this Agreement and provide the Discloser with evidence of such compliance when requested from time to time by the Discloser.
- 10.3 The Recipient may only make available Confidential Information of the Discloser to: (a) those representatives of the Recipient's group members who need to know such information for purposes of the Services; (b) the Recipient's adviser, Third Party Supplier or sub-contractor ("Authorised Third Party"), provided such Third Party is subject to confidentiality obligations at least as stringent as those applicable to the Parties hereunder and for the purpose and to the extent necessary: (i) for the performance of

the Recipient's obligations under the Agreement; (ii) for that Authorised Third Party to perform legal, accounting or audit services, or, in the case of a Third Party Supplier only, to deliver the services to Zurich for which they were appointed.

10.4 For the avoidance of doubt, the Recipient shall remain primarily liable hereunder for any breach of these provisions by any of its Representatives.

10.5 The provisions of Clause 10.2 (Confidentiality Obligations) above shall not apply to any Confidential Information where that information: (a) is in the public domain or subsequently comes into the public domain through no act or omission of the Recipient; (b) was already lawfully in the possession of the Recipient and free of any duty of confidentiality prior to its disclosure by the Discloser and which the Recipient can evidence from written records; or (c) is required to be disclosed by Regulatory Requirements or a court of competent jurisdiction, provided that the Recipient shall (where permitted by law): (i) notify the Discloser of the information to be disclosed (and of the circumstances in which the disclosure is alleged to be required) as early as reasonably possible before such disclosure must be made; and (ii) take all reasonable action to avoid and limit such disclosure.

11 Limitation of liability

11.1 The extent of Zurich's liability under or in connection with our Agreement or otherwise relating to the Services (and all Support Services provided in connection with the same), regardless of whether such liability arises in tort, contract, under statute or in any other way and whether or not caused by negligence or misrepresentation shall be as set out in this clause 11.

11.2 Subject to clauses 11.3 and 11.5, Zurich's aggregate liability for all claims arising under our Agreement or otherwise in respect of the Services (and all Support Services provided

in connection with the same), howsoever arising under or in connection with our Agreement, shall not exceed £5,000.

11.3 Subject to clause 11.5, Zurich shall not be liable for consequential, incidental, indirect or special losses.

11.4 Subject to clause 11.5, Zurich shall not be liable for any amount with respect to any of the following (whether direct or indirect) whether or not the likelihood of such loss or damage was contemplated: (a) loss of profit; (b) destruction, loss of use or corruption of or damage to data; (c) loss or corruption of or damage to software or systems; (d) loss or damage to equipment, premises or buildings; (e) loss of use; (f) loss of production; (g) loss of contract; (h) loss of opportunity; (i) loss of savings, discount or rebate (whether actual or anticipated); and/or (j) harm to reputation or loss of goodwill.

11.5 Notwithstanding any other provision of our Agreement, Zurich's liability shall not be limited in any way in respect of the following: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other losses which cannot be excluded or limited by applicable law.

11.6 This clause 11 shall survive the termination or expiry of our Agreement.

12 Suspension

12.1 Zurich may suspend access to the Services to all or some of the Authorised Users if Zurich suspects that there has been any misuse of the Services or breach of our Agreement, including any breach of the End User Agreement.

13 Term and termination

13.1 Our Agreement shall come into force on Order Acceptance and, unless terminated earlier in accordance with its terms, shall continue for the time that the Customer

holds a property insurance policy with Zurich.

13.2 Either party may terminate our Agreement or the provision of any of the Services for convenience on not less than 30 days' prior written notice to the other.

13.3 Either party may terminate our Agreement immediately at any time by giving notice in writing to the other party if: (a) the other party commits a material breach of our Agreement and such breach is not remediable (including a breach of the End User Agreement); (b) the other party commits a material breach of our Agreement which is not remedied within 30 days of receiving written notice of such breach; or (c) the other party has failed to pay any amount due under our Agreement on the due date and such amount remains unpaid within 30 days after the other party has received notification that the payment is overdue.

14 Consequences of termination

14.1 Immediately on termination or expiry of our Agreement (for any reason), the rights granted by Zurich under our Agreement shall terminate and the Customer shall (and shall procure that each Authorised User shall): (a) stop using the Services; and (b) destroy and delete or, if requested by Zurich, return any copies of the User Manual in its possession or control (or in the possession or control of any person acting on behalf of any of them).

14.2 Termination or expiry of our Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of our Agreement that is expressly or by implication intended to continue beyond termination.

15 Entire agreement

15.1 Our Agreement constitutes the entire agreement between the parties and

supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

16 Notices

16.1 Notices may be given, and are deemed received: (a) if delivered by hand, at the time of delivery; (b) if posted by recorded delivery, at 10.00 am on the second Business Day after it was put into the post; or (c) if sent by email, at 9.00am on the first Business Day after sending.

16.2 Notices shall be sent to: (a) in the case of those to Zurich, to smartpermit@uk.zurich.com and shall be clearly marked for the attention of Zurich Legal; and (b) in the case of those to the Customer, to any email or physical address or contact details notified on the Registration Form.

17 General

17.1 No variation of our Agreement shall be valid or effective unless it is: (a) an Update made in accordance with our Agreement; or (b) made in writing, refers to our Agreement and is duly signed or executed by, or on behalf of, each party.

17.2 Except as expressly provided in our Agreement, Zurich may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under our Agreement.

17.3 Except as expressly permitted by our Agreement, the Customer shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under our Agreement (including the licence rights granted), in whole or in part, without Zurich's prior written consent.

- 17.4 The parties are independent and are not partners or principal and agent and our Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.
- 17.5 If any provision of our Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of our Agreement shall not be affected.
- 17.6 If any provision of our Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
- 17.7 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under our Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 17.8 No single or partial exercise of any right, power or remedy provided by law or under our Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 17.9 A waiver of any term, provision, condition or breach of our Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.
- 17.10 A person who is not a party to our Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.
- 17.11 Each party represents and warrants to the other that it has the right, power and authority to enter into our Agreement and grant to the other the rights (if any) contemplated in our Agreement and to perform its obligations under our Agreement.
- 17.12 Our Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, our Agreement, its subject matter or formation (including non-contractual disputes or claims).



ANNEX 1 DEFINITIONS AND INTERPRETATION

1 In our Agreement:

Applications	means the software or applications used by or on behalf of Zurich to provide the Services;
Authorised Users	means, in respect of the relevant Service, the named users authorised by the Customer to use that Service in accordance with the terms of our Agreement;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Confidential Information	means any non-public, commercially sensitive information or materials belonging to, concerning or in the possession or control of a party and/or its affiliates which: (i) is provided, disclosed or otherwise made available to the other party, regardless whether directly or through entities or persons acting on such other party's behalf; and (ii) is either marked or identified in writing as confidential, proprietary or secret or with another designation sufficient to give notice of its sensitive nature; or (iii) is of a type that a reasonable person would recognize it to be of a confidential nature; or (iv) pertains to Zurich's policyholders, beneficiaries, employees, contracting parties or any other persons;
Customer	has the meaning given in the relevant Registration Form;
Customer Data	means all data (in any form) that is provided to Zurich or uploaded or hosted on any part of any Service by the Customer or by any Authorised User;
Customer Systems	means all software and systems used by or on behalf of the Customer, any of its or their direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt any of the Services or that the Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly);
Data Protection Addendum	means the document set out at Annex 2;
End User Agreement	Zurich's contract with the end user that includes terms on the acceptable use of the Services (as Updated from time to time), which is provided to the end user when accessing the Service;

Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under our Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet;
Intellectual Property Rights	means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing;
Materials	means all services, data, information, content, Intellectual Property Rights, websites, software and other materials provided by or on behalf of Zurich in connection with the Services, but excluding all Customer Data;
Non-Zurich Materials	means Materials provided, controlled or owned by or on behalf of a third party the use of which is subject to a separate agreement or licence between the Customer and the relevant third party (including such Non-Zurich Materials which may be linked to, interact with or used by the Services), including Open Source Software and all other Materials expressly identified as Non-Zurich Materials in our Agreement;
Open Source Software	means any software subject to a version of the General Public Licence, together with any other 'open source' software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the date of our Agreement and any 'free software' as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of our Agreement;
Order Acceptance	means the date on which the Customer completes the Registration Form;
Permitted Purpose	means use solely for the Customer's business or organisational activities to improve the management and safety of the hot work processes carried out by its contractors;



Registration Form	means the form, as set out here https://zurich.io/smart_permit_registration to be completed by the Customer;
Service Terms	means the terms set out in the clauses and other provisions of this document (including the Annex's), as Updated from time to time;
Services	means each cloud service and Support Services to which the Customer has subscribed and as detailed in the User Manual;
Territory	means the United Kingdom;
Support Services	means the support services provided by Zurich to the Customer as described in the Service Terms;
Update	has the meaning given in clause 6.2, and Updated shall be construed accordingly;
Update Notification	has the meaning given in clause 6.1;
User Manual	means in respect of the Services, the relevant instructions as to how to use the part of the Services made available by Zurich within the Service (as Updated from time to time);
Zurich	means Zurich Management Services Limited, incorporated in England and Wales with company number 2741053 whose registered office is at The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire, PO15 7JZ; and
Zurich Provided Materials	means all of the Materials provided or made available by or on behalf of Zurich, but excluding all Customer Data and all Non-Zurich Materials.

- 2 In our Agreement, unless otherwise stated:
 - 2.1 the table of contents, background section and the clause, paragraph, annex or other headings in our Agreement are included for convenience only and shall have no effect on interpretation;
 - 2.2 Zurich and the Customer are together the **parties** and each a **party**, and a reference to a party includes that party's successors and permitted assigns;
 - 2.3 words in the singular include the plural and vice versa;
 - 2.4 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 2.5 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email); and



- 2.6 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation.



ANNEX 2

DATA PROTECTION ADDENDUM

1 DEFINITIONS

1.1 For the purpose of this Annex 2, the below terms shall have the following meanings:

“Data Protection Laws” means all applicable data protection and privacy laws and regulations guidance and codes of practice issued from time to time, which relate to the protection of personal data including, without limitation: (i) the UK GDPR; (ii) the Data Protection Act 2018; (iii) the Data Protection (Charges and Information) Regulations 2018; (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (v) any other legislation in force in the UK from time to time in respect of data protection and privacy guidance and codes of practice issued from time to time by the Data Protection Regulator, in each case as amended, updated or re-enacted from time to time; and (vi) guidance and codes of practice issued by the European Data Protection Board or the Article 29 Working Party prior to 1 Jan 2021;

“Data Protection Regulator” means the UK Information Commissioner’s Office and any other supervisory authority with jurisdiction over either party, and in each case any successor body from time to time;

“Personal Data Breach” means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed in connection with the provision of the Services.

“Sub-Processor” means any third party engaged by either party to Process Personal Data on it’s behalf.

“UK GDPR” means EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as incorporated into domestic United Kingdom law by the European Union (Withdrawal Agreement) Act 2020 and amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020.

“Data Controller”, “Data Subject”, “Personal Data” and **“Process”** shall have the same meaning given to them in the Data Protection Laws.

2 DATA PROTECTION

2.1 The parties acknowledge that, in relation to any Processing of Personal Data performed by either party in connection with this Agreement, both parties shall be acting as separate Data Controllers.

2.2 The parties shall (and shall ensure that their respective employees, agents, contractors, sub-contractors and (where relevant) Sub-Processors) shall comply with their respective obligations under Data Protection Law. If the Customer is or becomes aware of any reason that would prevent its compliance with Data Protection Law or any incident of non-compliance with Data Protection Law in connection with the



Processing of Personal Data under this Agreement it shall notify Zurich as soon as possible and in any event within twenty-four (24) hours.

- 2.3 The Customer shall ensure that in each case, Processing and access to Personal Data is strictly limited to employees, agents and contractors, as authorised by the Customer and who need to Process or access the relevant Personal Data, as is strictly necessary to perform the Services in the context of that person's duties to the Customer (the "Authorised Personnel"). The Customer shall ensure that any Authorised Personnel:
 - 2.3.1 have entered into an appropriate confidentiality agreement with the Customer or are otherwise subject to a statutory obligation of confidentiality regarding the Personal Data;
 - 2.3.2 are informed of the confidential nature of the Personal Data;
 - 2.3.3 are subject to appropriate user authentication and log on processes when accessing Personal Data; and
 - 2.3.4 have undertaken, and shall continue to receive, appropriate and regular training in relation to Data Protection Law.
- 2.4 To the extent that any of the Services depend on Processing of Personal Data which is at any time determined under Data Protection Law or any other applicable law to be unlawful, Zurich shall be entitled to terminate those Services without penalty, or to require a variation of the Services to remedy the unlawful Processing.
- 2.5 Notwithstanding Clause 2.4 above, in the event that Zurich reasonably believes the Customer (or, if relevant, any Sub-Processor) is not meeting its obligations with regards to Processing of Personal Data, Zurich shall be entitled to terminate all impacted Services without penalty.
- 2.6 Without prejudice to the Customer's obligations in this clause 2, the Customer shall:
 - 2.6.1 Process the Personal Data only for the purposes of complying with its obligations under this Agreement;
 - 2.6.2 not Process Personal Data for any longer than is necessary for the purposes of complying with its obligations under this Agreement except where required under Applicable Law and securely delete all Personal Data at the end of any relevant retention periods;
 - 2.6.3 ensure that any:
 - 2.6.3.1 actual or purported request exercising a Data Subject's rights (whether by the Data Subject or on its behalf) in accordance with Data Protection Law;



- 2.6.3.2 other request, complaint or communication relating to the Customer's obligations under Data Protection Law from a Data Subject; or
- 2.6.3.3 requests, correspondence or communications (whether written or verbal) from a Data Protection Regulator,

in each case related to Personal Data Processed in connection with this Agreement (together, a "Qualifying Data Protection Communication"),

are handled appropriately and in accordance with Data Protection Law, including within any timescales prescribed by Data Protection Law or a Data Protection Regulator;
- 2.6.4 in the event that the Customer receives any Qualifying Data Protection Communication that the Customer reasonably considers should be dealt with by Zurich, forward such Data Protection Communication to Zurich within two (2) Business Days and provide reasonable assistance to Zurich to handle such Data Protection Communication; and
- 2.6.5 in the event that the Customer becomes aware of a Personal Data Breach in relation to the Personal Data Processing in connection with this Agreement:
 - 2.6.5.1 take all steps required to address the Personal Data Breach, including to mitigate its possible adverse effects and to ensure that a similar Personal Data Breach does not occur in the future;
 - 2.6.5.2 notify Zurich without undue delay of the Personal Data Breach and provide Zurich with all information reasonably requested by Zurich in relation to the Personal Data Breach, including but not limited to the nature and likely consequences of the Personal Data Breach and the steps taken in accordance with Clause 2.6.5.1 above; and
 - 2.6.5.3 comply with its obligations under Data Protection Law to notify Personal Data Breaches to the Data Protection Regulator and/or to affected Data Subjects and keep Zurich informed of the progress of any such notification.
- 2.7 Zurich shall have the right to use anonymised statistical data collected in the provision of the Services.