

TÜV RHEINLAND INDUSTRIAL SERVICES LIMITED

TERMS AND CONDITIONS OF SUBSCRIPTION – ALARMKPI – SEPTEMBER 2025

1. Definitions and interpretation

1.1. The following definitions and rules of interpretation in this Condition apply in these Conditions.

1.2. Definitions:

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Conditions: these terms and conditions as amended from time to time in accordance with their terms;

Confidential Information: any and all information of whatever nature relating to a party (or, with reference to TÜV only, any other member of the TÜV Group) which information is designated in writing to be confidential or proprietary, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary, including Customer Data;

Contract the contract between TÜV and the Customer for the supply of the Services in accordance with these Conditions;

Contract Year: the twelve-month period immediately following the date of the Contract or a twelve-month period commencing on an anniversary of such date, as the context dictates;

Customer the person or firm who purchases Services from TÜV as set out in the Order;

Customer Data: the data inputted by the Customer, Authorised Users, or TÜV on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;

Initial Subscription Term: the initial term of this Contract as set out in the Order;

Normal Business Hours: 9.00 am to 5.00 pm local UK time each Business Day;

Order the Customer's order for the Services from TÜV;

Renewal Period: any additional period during which the Services will be provided under the Contract as agreed in writing by both parties;

Services: the subscription services provided by TÜV to the Customer under the Contract via <https://www.tuv.com/alarmkpi> or any other website notified to the Customer by TÜV from time to time;

Software: the online software application known as Alarm KPI provided by TÜV as part of the Services;

Specification the description or specification of the Services provided by TÜV to the Customer as set out in the Order;

Subscription Fees: the subscription fees payable by the Customer to TÜV for the User Subscriptions, as set out in the Order;

Subscription Term: is the Initial Subscription Term together with any subsequent Renewal Periods;

TÜV is TÜV Rheinland Industrial Services Limited, registered in England and Wales with company number 14348288;

User Subscriptions: the user subscriptions purchased by the Customer pursuant to Condition 9 which entitle Authorised Users to access and use the Services in accordance with these Conditions;

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

1.3. Unless the context otherwise requires, the singular includes the plural and vice versa,

- and masculine includes the feminine and neuter and vice versa.
- 1.4. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Contract and includes all subordinate legislation made from time to time under the same.
- 1.5. A reference to **writing** or **written** includes email but not fax .
- 1.6. Any words following the terms include, including, for example or anything similar are illustrative only and none of them shall limit the sense of the words, description, definition, phrase or term preceding those terms and each of them shall be deemed to incorporate the expression without limitation.
- 2. User subscriptions**
- 2.1. Subject to the Customer purchasing the User Subscriptions in accordance with Condition 9, the restrictions set out in this Condition 2 and the other terms and conditions of these Conditions, TÜV hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's internal business operations.
- 2.2. In relation to the Authorised Users, the Customer undertakes that:
- 2.2.1. the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time;
- 2.2.2. it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;
- 2.2.3. it shall permit TÜV or TÜV's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with the Contract. Each such audit may be conducted no more than once per quarter, at TÜV's expense, and

- this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- 2.2.4. if any of the audits referred to in Condition 2.2.3 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to TÜV's other rights, the Customer shall promptly disable such passwords and TÜV shall not issue any new passwords to any such individual; and
- 2.2.5. if any of the audits referred to in Condition 2.2.3 reveal that the Customer has underpaid Subscription Fees to TÜV, then without prejudice to TÜV's other rights, the Customer shall pay to TÜV an amount equal to such underpayment within 10 (ten) Business Days of the date of the relevant audit.
- 2.3. The Customer shall not access, store, distribute or transmit any Viruses, or any unlawful, harmful or offensive material during the course of its use of the Services.
- 2.4. The Customer shall not:
- 2.4.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Conditions:
- i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or
- ii. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or
- 2.4.2. access all or any part of the Services in order to build a product or service which competes with the Services; or
- 2.4.3. use the Services to provide services to third parties; or

- 2.4.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users (save where TÜV has expressly consented in writing to the same), or
- 2.4.5. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Condition 2; or
- 2.4.6. introduce or permit the introduction of, any Virus or Vulnerability into the Services or TÜV's network and information systems.
- 2.5. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify TÜV.
- 2.6. The rights provided under this Condition 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 3. Additional user subscriptions**
- 3.1. Where a fixed number of Authorised Users are specified in the Order, the Customer may, from time to time during any Subscription Term, request additional User Subscriptions in excess of the number set out in the Order. TÜV shall, at its absolute discretion, decide whether to accept the additional User Subscriptions and (grant access to the Services to such additional Authorised Users in accordance with the provisions of these Conditions. TÜV shall be entitled to charge additional fees for the additional User Subscriptions.
- 4. Services**
- 4.1. TÜV shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of these Conditions.
- 4.2. TÜV shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, although the Customer acknowledges that TÜV will carry out maintenance, during which the Services will not be available, from time to time.
- 4.3. TÜV will, as part of the Services and at no additional cost to the Customer, provide the Customer with TÜV's standard customer support services during Normal Business Hours. To access this, the

Customer should contact PEL_AlarmKPI.support@tuv.com.

5. Data protection

- 5.1. The parties shall comply with their data protection obligations under:

5.1.1. the UK GDPR;

5.1.2. and Schedule 1 (Data Sharing Agreement). The parties hereby agree to enter into any additional data processing agreements or other agreements relating to data protection as required by mandatory law.

6. Third party providers

- 6.1. The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. TÜV makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not TÜV. TÜV recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. TÜV does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. Supplier's obligations

- 7.1. TÜV shall perform the Services substantially in accordance with the Specification and with reasonable skill and care.
- 7.2. TÜV's obligations at Condition 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to TÜV's instructions, or modification or alteration of the Services by any party other than TÜV or TÜV's duly authorised contractors or agents. If the Services do not conform with the terms of Condition 7.1, Supplier will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for

- any breach of the undertaking set out in Condition 7.1.
- 7.3. TÜV:
- 7.3.1. does not warrant that:
- i. the Customer's use of the Services will be uninterrupted or error-free;
 - ii. that the Services and/or the information obtained by the Customer through the Services are fit for any specific purpose; or
 - iii. the Software or the Services will be free from Vulnerabilities or Viruses.
- 7.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 8. Customer's obligations**
- 8.1. The Customer shall:
- 8.1.1. provide TÜV with:
- i. all necessary co-operation in relation to the Contract; and
 - ii. all necessary access to such information as may be required by TÜV,
- in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- 8.1.2. without affecting its other obligations under these Conditions, comply with all applicable laws and regulations with respect to its activities under the Contract;
- 8.1.3. carry out all other Customer responsibilities set out in these Conditions in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, TÜV may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 8.1.4. ensure that the Authorised Users use the Services in accordance with the terms and conditions of these Conditions and shall be responsible
- for any Authorised User's breach of the Contract;
- 8.1.5. obtain and shall maintain all necessary licences, consents, and permissions necessary for TÜV, its contractors and agents to perform their obligations under the Contract, including without limitation the Services; and
- 8.1.6. be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to TÜV's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 8.2. The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 9. Charges and payment**
- 9.1. The Subscription Fees for the Services shall be as set out in the Order.
- 9.2. The Customer shall pay the Subscription Fees to TÜV for the User Subscriptions in accordance with this Condition 9.
- 9.3. The Customer shall pay TÜV's invoices:
- 9.3.1. where payment is required in advance, immediately upon receipt of the invoice, and TÜV shall not be obliged to start supplying the Services until payment has been received in full; or
 - 9.3.2. where payment is not required in advance, within 30 days of the date of the invoice.
- 9.4. All amounts payable by the Customer under the Contract are:
- 9.4.1. exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by TÜV to the Customer, the Customer shall, on receipt of a valid VAT invoice from TÜV, pay to TÜV such additional amounts in respect of VAT as are chargeable on the

- supply of the Services at the same time as payment is due for the supply of the Services;
- 9.4.2. to be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law);
 - 9.4.3. to be paid and in cleared funds to a bank account nominated in writing by TÜV; and
 - 9.4.4. time for payment is of the essence of the Contract.
- 9.5. If the Customer fails to make a payment due to TÜV under the Contract by the due date, then, without limiting TÜV's other rights and remedies:
 - 9.5.1. the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition 9.5 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%; and
 - 9.5.2. TÜV may, without notice to the Customer, suspend all or part of its Services until payment has been made in full and recover any reasonable costs and expenses associated with such suspension and remobilisation.
 - 9.6. TÜV may at any time without notice to the Customer set off any liability of TÜV to the Customer against any liability of the Customer to TÜV, whether either liability is present or future or liquidated or unliquidated, and whether or not either liability arises under these Conditions.
 - 9.7. All amounts and fees stated or referred to in the Order and the Contract are:
 - 9.7.1. payable in pounds sterling; and
 - 9.7.2. non-cancellable and non-refundable.
 - 9.8. If, at any time whilst using the Services, the Customer exceeds 50 GB of disk storage space, TÜV shall charge the Customer, and the Customer shall pay, TÜV's then current excess data storage fees.
10. **Proprietary rights**
 - 10.1. The Customer acknowledges and agrees that TÜV and/or its licensors own all intellectual property rights in the Services. For the avoidance of doubt, the Contract does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
 - 10.2. TÜV confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, these Conditions.
 - 10.3. In the event the Customer's use of the Services infringes any third party intellectual property rights, TÜV may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
 - 10.4. In no event shall TÜV, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 10.4.1.a modification of the Services by anyone other than TÜV; or
 - 10.4.2.the Customer's use of the Services in a manner contrary to the instructions given to the Customer by TÜV; or
 - 10.4.3.the Customer's use of the Services after notice of the alleged or actual infringement from TÜV or any appropriate authority; or
 - 10.4.4.the Customer's breach of the Contract.

The foregoing states the Customer's sole and exclusive rights and remedies, and TÜV's (including TÜV's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
11. **Confidentiality**
 - 11.1. **Representatives** means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.
 - 11.2. The provisions of this Condition shall not apply to any Confidential Information that:
 - 11.2.1.is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this Condition);

- 11.2.2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- 11.2.3. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- 11.2.4. the parties agree in writing is not confidential or may be disclosed; or
- 11.2.5. is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 11.3. Each party shall:
 - 11.3.1. keep the other party's Confidential Information secret and confidential;
 - 11.3.2. only use the Confidential Information wholly, necessarily and exclusively for the purpose of the Contract and not exploit (whether for commercial gain or otherwise) or use the Confidential Information for any other purpose;
 - 11.3.3. only permit access to the Confidential Information to such of its Representatives who have a genuine need to know such Confidential Information and inform them of the confidential nature of the Confidential Information and of its obligations in respect of the same.
- 11.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 11.5. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in these Conditions are granted to the other party, or to be implied from these Conditions. Notwithstanding the foregoing, the parties acknowledge that TÜV is entitled to:
 - 11.5.1. store, use, further develop and pass on the technical data obtained in connection with the provision of its services for the purposes of developing new services and improving existing services; and
 - 11.5.2. use data to benchmark its services and to develop whitepapers,
 - 11.5.3. provided always that the Customer shall not be identified and any such use of its technical and commercial data shall be aggregated and anonymised.
- 11.6. Except as expressly stated in these Conditions or elsewhere in the Contract, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 12. Indemnity**
- 12.1. The Customer shall defend, indemnify and hold harmless TÜV against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that:
 - 12.1.1. the Customer is given prompt notice of any such claim;
 - 12.1.2. TÜV provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 12.1.3. the Customer is given sole authority to defend or settle the claim.
- 13. Limitation of liability**
- 13.1. Except as expressly and specifically provided in these Conditions:
 - 13.1.1. the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. TÜV shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to TÜV by the Customer in connection with the Services, or any actions taken by TÜV at the Customer's direction;
 - 13.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by

- applicable law, excluded from the Contract; and
- 13.1.3.the Services are provided to the Customer on an "as is" basis.
- 13.2. To the maximum extent permitted at law, and notwithstanding anything to the contrary in the Contract, TÜV shall in no event be liable, whether in contract, tort (including without limitation negligence), breach of statutory duty, restitution or otherwise, for any special, economic or consequential losses or damages, including without limitation, loss of profit, loss of revenue, loss of business, loss of contract, loss or corruption of data and business interruption, in each case whether direct or indirect.
- 13.3. To the maximum extent permitted at law, and notwithstanding anything to the contrary in the Contract, TÜV's total aggregate liability to the Customer , whether arising in contract, tort (including without limitation negligence), misrepresentation, indemnity, breach of statutory duty, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract be limited in each Contract Year to the aggregate Subscription Fees paid and payable under the Contract in the Contract Year in which the breach or other default occurs.
- 14. Term and termination**
- 14.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.1.1.the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;
- 14.1.2.the other party commits a material breach of any other term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- 14.1.3.the other party shall make a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors generally or if the other party shall be unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrator, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction);
- 14.1.4.the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 14.1.5.any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 14.1(c) or Condition 14.1(d); or
- 14.1.6.there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 14.2. On termination of the Contract for any reason:
- 14.2.1.all licences granted under the Contract shall immediately terminate and the Customer shall immediately cease all use of the Services;
- 14.2.2.TÜV will destroy or otherwise dispose of any of the raw Customer Data in its possession, provided always that TÜV may retain and use aggregated data based on the Customer Data and any materials or information it has developed derived from the same in accordance with Condition 11.5; and
- 14.2.3.any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of

- termination shall not be affected or prejudiced.
- 15. Force majeure**
- 15.1. Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.
- 16. General**
- 16.1. Notices**
- Any notice to be given by a party under or in connection with the Contract shall be in writing in English language and delivered by hand or sent by first class post or other next Business Day delivery service to the other party at its registered office or such other address notified to the other party in writing from time to time.
- Any such notice shall be deemed to have been received:
- 16.1.1. if delivered by hand, at the time the notice is left at the correct address; or
- 16.1.2. if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or
- 16.1.3. if sent by pre-paid airmail, 9.00 am on the fifth Business Day after posting.
- A notice required to be given under these Conditions shall not be validly given if sent by e-mail.
- This Condition 16.1 does not apply to the service of any proceedings or other documents in any legal action.
- 16.2. Variation**
- Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties.
- 16.3. Entire agreement**
- 16.3.1. The Contract constitutes the entire understanding between the parties and supersedes and extinguishes all previous agreements, arrangements, promises, warranties, assurances, representations and understandings between them whether written or oral, relating to the same its subject matter.
- 16.3.2. Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance, warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 16.3.3. Nothing in this Condition shall limit or exclude any liability for fraud.
- 16.4. Assignment**
- TÜV may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of all of its rights and obligations under the Contract.
- 16.5. Third party rights**
- Save in respect of other members of the TÜV Group, a person who is not a party to the Contract shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of these Conditions and/or terms of the Contract.
- 16.6. Waiver**
- A failure, delay or neglect by either party to exercise any right or remedy or enforce any of the provisions of these Conditions and/or the Contract shall not be construed or deemed to be a waiver or continuing waiver of that party's rights or remedies, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 16.7. No partnership**
- Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of the other party, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
- 16.8. Severance**
- If any provision or part provision of the Contract is or becomes invalid, illegal or unenforceable it shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions shall not be affected.
- 17. Governing law and jurisdiction**
- 17.1. The Contract and any dispute or claim arising out of or in connection with it or its

subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

- 17.2. Each party irrevocably agrees that the courts of England and Wales shall have

exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

DATA SHARING AGREEMENT

1. Definitions

Applicable Laws: means:

- i. To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- ii. To the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which TÜV is subject.

Applicable Data Protection Laws: means:

- i. To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- ii. To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which TÜV is subject, which relates to the protection of personal data.

Clause: means a clause of this Schedule 1.

Customer Personal Data: any personal data which TÜV processes in connection with this Contract, in the capacity of a processor on behalf of the Customer.

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

TÜV Personal Data: any personal data which the Supplier processes in connection with this Contract, in the capacity of a controller.

UK GDPR: has the meaning given to it in the Data Protection Act 2018.

2. Data Protection

- 2.1 For the purposes of this Clause 2, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.
- 2.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Clause 2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 2.3 The parties have determined that, for the purposes of Applicable Data Protection Laws, TÜV shall act as controller in respect

of the personal data and processing activities set out in this Schedule 1.

- 2.4 Should the determination in Clause 2.3 change, then each party shall work together in good faith to make any changes which are necessary to this Clause 2 or to Annex A.

- 2.5 By entering into this Contract, the Customer consents to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by TÜV in connection with the processing of TÜV Personal Data, provided these are in compliance with the then-current version of TÜV's privacy policy available at <https://www.tuv.com/alarmkpi> (the "Privacy Policy"). In the event of any inconsistency or conflict between the terms of the Privacy Policy and the Contract, the Privacy Policy will take precedence.

- 2.6 Without prejudice to the generality of Clause 2.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of TÜV Personal Data and Customer Personal Data to TÜV and / or lawful collection of the same by TÜV for the duration and purposes of the Contract.

- 2.7 In relation to the Customer Personal Data, Annex A sets out the scope, nature and purpose of processing by TÜV, the duration of the processing and the types of personal data and categories of data subject.

- 2.8 Either party may, at any time on not less than 30 days' notice, revise this Clause 2 with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (the "Amended Terms"). Such Amended Terms shall apply when replaced by attachment to this Contract, but only in respect of such matters which are within the scope of the Amended Terms.

ANNEX A

PARTICULARS OF THE PROCESSING

1. Particulars of processing

1.1 Scope

Allows Authorised Users to access the Services.

1.2 Nature

Collection, storage.

1.3 Purpose of processing

To allow secure access to the Services.

1.4 Duration of the processing

The duration of the Contract.

2. Types of Personal Data

Names, emails, organisation.

3. Categories of Data Subject

Customers.