

VENUE PARTNER

TERMS AND CONDITIONS

1. Definitions

1.1. In these Terms and Conditions:

"**Account**" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"**Affiliate**" means an entity that controls, is controlled by, or is under common control with the relevant entity;

"**Agreement**" means the Commercial Terms together with these Terms and Conditions including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in England;

"**Business Hours**" means the hours of 09:00 to 17:30 GMT/BST on a Business Day;

"**Charges**" means such amounts as may be specified in the Commercial Terms including Partner Fees and Subscriptions.

"**Control**" means the legal power to control (directly or indirectly) the management of an entity (and "**Controlled**" should be construed accordingly);

"**Venue Partner Confidential Information**" means:

- (a) any information disclosed by the Venue Partner or their suppliers to Venuedirectory during the Term of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - (i) was marked or described as "confidential"; or
 - (ii) should have been reasonably understood by Venuedirectory to be confidential; and
- (b) the Venue Partner Data;

"**Venue Partner Data**" means all data, works and materials: uploaded to or stored on the Platform by the Venue Partner; transmitted by the Platform at the instigation of the Venue Partner; supplied by the Venue Partner to Venuedirectory for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Venue Partner;

"Venue Partner **Indemnity Event**" has the meaning given to it in Clause 17.3;

"**Venue Partner Personal Data**" means any Personal Data that is processed by Venuedirectory on behalf of the venue partner in relation to this Agreement, but excluding [data] with respect to which Venuedirectory is a data controller;

"**Database**" means the database or platforms created by Venuedirectory

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Venue Partner Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Documentation" means any documentation for the Hosted Services produced by Venuedirectory and delivered or made available by Venuedirectory to the Venue Partner;

"Effective Date" means the date in the Commercial Terms;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Hosted Services" means the Venuedirectory platforms, as specified in the Hosted Services Specification which will be made available by Venuedirectory to the Venue Partner as a service via the internet in accordance with this Agreement;

"Hosted Services Defect" means a defect, error or bug in the Platform having an adverse effect OR a material adverse effect on the operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Venue Partner or any person authorised by the Venue Partner to use the Platform or Hosted Services;
- (b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Venue Partner or by any person authorised by the Venue Partner;
- (c) a failure of the Venue Partner to perform or observe any of its obligations in this Agreement; and/or
- (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

"Hosted Services Specification" means the specification for the Platform and Hosted Services set out in Part 2 of Schedule 1 (Hosted Services particulars) and in the Documentation;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Partnership Fee" means the fees payable by the Venue Partner in respect of services provided under this Agreement, as set out in the Commercial Terms

"Maintenance Services" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"Minimum Term" means in respect of this Agreement, the period of 12 months beginning on the Effective Date;

"Mobile App" means the mobile application, as and when available that may be made available by Venuedirectory through [the *Google Play Store* and the *Apple App Store* or *similar*];

"Personal Data" has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

"Platform" means the platform managed by Venuedirectory and used by Venuedirectory to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"Venuedirectory Indemnity Event" has the meaning given to it in Clause 17.1;

"Schedule" means any schedule attached to the main body of this Agreement;

"Services" means any services that Venuedirectory provides to the Venue Partner, or has an obligation to provide to the Venue Partner under this Agreement;

"Set Up Services" means the configuration, implementation and integration of the Hosted Services in accordance with Part 1 of Schedule 1 (Hosted Services particulars);

"Support Services" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

"Supported Web Browser" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that Venuedirectory agrees in writing shall be supported];

"Term" means the term of this Agreement, set out in the Commercial Terms;

"Update" means a hotfix, patch or minor version update to any Platform software; and

"Upgrade" means a major version upgrade of any Platform software.

- 1.2. a reference to a statute or statutory provision includes a reference to:
 - (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 1.3. The Clause headings do not affect the interpretation of this Agreement.
- 1.4. References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 1.5. In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

2. Duration

- 2.1. This Agreement shall come into force upon the Effective Date.
- 2.2. This Agreement shall continue in force for the Term upon which this Agreement shall renew automatically on an annual rolling basis subject to termination in accordance with Clause 20 or any other provision of this Agreement.

3. Set Up Services

- 3.1. Venuedirectory shall provide the Set Up Services to the Venue Partner.
- 3.2. Venuedirectory shall use reasonable endeavours to ensure that the Set Up Services are scheduled promptly following the Effective Date
- 3.3. The Venue Partner acknowledges that a delay in the Venue Partner performing its obligations in this Agreement may result in a delay in the performance of the Set Up Services and Venuedirectory will not be liable to the Venue Partner in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in the Venue Partner performing its obligations under this Agreement.
- 3.4. Subject to any written agreement of the parties to the contrary, any and all Intellectual Property Rights that may arise out of the performance of the Set Up Services by Venuedirectory shall be the exclusive property of Venuedirectory.

4. Hosted Services

- 4.1. Venuedirectory shall create an Account for the Venue Partner and shall provide to the login details for that Account on the completion of the Set Up Services.
- 4.2. Venuedirectory hereby grants to the Venue Partner permission to use the Hosted Services by means of a Supported Web Browser for the business purposes of the Venue Partner during the Term.
- 4.3. Use of the platform is granted by Venuedirectory to the Venue Partner Clause 4.2 is subject to the following limitations:
 - (a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of either the Venue Partner or an Affiliate of the Venue Partner;
- 4.4. Except to the extent expressly permitted in this Agreement (or required by law) the licence granted by Venuedirectory to the Venue Partner under Clause 4.2 is subject to the following prohibitions:
 - (a) the Venue Partner must not permit any unauthorised person to access or use the Hosted Services
- 4.5. The Venue Partner shall use reasonable endeavours, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an administrator Account.
- 4.6. The parties acknowledge and agree that Schedule 3 (Availability SLA) shall govern the availability of the Hosted Services.
- 4.7. The Venue Partner must comply with Schedule 2 (Acceptable Use Policy) and must ensure that all persons using the Hosted Services with the authority of the Venue Partner or by means of an administrator Account comply with Schedule 2 (Acceptable Use Policy).

- 4.8.** The Venue Partner must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
- 4.9.** The Venue Partner must not use the Hosted Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.10.** Venedirectory may suspend the provision of the Hosted Services if any amount due to be paid by the Venue Partner to Venedirectory under this Agreement is overdue, and Venedirectory has given to the Venue Partner at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

5. Support Services

- 5.1.** Venedirectory shall use reasonable skill and care to provide the Support Services in accordance with Schedule 4 (Support SLA) to the Venue Partner during the Term.
- 5.2.** Venedirectory may suspend the provision of the Support Services if any amount due to be paid by the Venue Partner to Venedirectory under this Agreement is overdue, and Venedirectory has given to the Venue Partner at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

6. Venue Partner obligations

- 6.1.** The Venue Partner shall pay the Partner Fee.
- 6.2.** Save to the extent that the parties have agreed otherwise in writing, the venue partner must provide to the Venedirectory, or procure for Venedirectory, such:
- (a) co-operation, support and advice;
 - (b) information and documentation; and
 - (c) governmental, legal and regulatory licences, consents and permits,

as are reasonably necessary to enable Venedirectory to perform its obligations under this Agreement.

7. Venue Partner Data

- 7.1.** The Venue Partner hereby grants to venedirectory a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Venue Partner Data to the extent reasonably required for the performance of venedirectory's obligations and the exercise of venedirectory's rights under this Agreement. The Venue Partner also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of venedirectory's obligations and the exercise of the venedirectory's rights under this Agreement, subject always to any express restrictions elsewhere in this Agreement.

7.2. The Venue Partner warrants to the Provider that the Venue Data or the Venue Data when used by venuedirectory in accordance with this Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

8. Mobile App

8.1. The parties acknowledge and agree that the use of the Mobile App as and when available, the parties' respective rights and obligations in relation to the Mobile App and any liabilities of either party arising out of the use of the Mobile App shall be subject to separate terms and conditions, and accordingly this Agreement shall not govern any such use, rights, obligations or liabilities.

9. Intellectual Property Rights

9.1. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Venuedirectory to the Venue Partner or from the Venue Partner to Venuedirectory.

9.2. All copyright and any and all of the copyright, trademarks and other intellectual property rights subsisting in or used in connection with the Software including the manner in which it is presented or appears and all information, documentation and manuals relating thereto are the property of Venuedirectory and the Venue Partner shall not during or at any time after the Term of the Agreement in any way question or dispute the ownership by Venuedirectory of any such rights.

9.3. The Venue Partner shall not during or after the Term of this Agreement, without the prior written consent of Venuedirectory or to the extent only permitted by the applicable law, abuse or permit the abuse of such copyright or use or adopt any trademark, trade name or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trade mark, trade name or commercial designation used by Venuedirectory.

9.4. The Database is an original intellectual creation created by Venuedirectory. Accordingly Venuedirectory owns the copyright and database rights in the selection and arrangement of the contents of the Database and in the electronic materials necessary for its operation, without prejudice to the rights of the various data suppliers in the contacts of the Database.

9.5. venuedirectory has spent considerable time and resources to collect, collage, compile and reformat the contents of the Database, accordingly, Venuedirectory owns copyright in the contents of the Database to the extent that the same is not the copyright of the data suppliers.

9.6. The Venue Partner undertakes not to reproduce, adapt, translate, arrange or make available to any third party, either directly or indirectly, any part of the Database or its contents of which the data forms a part (including any electronic materials necessary for its operation) except to the extent that and for so long as the Venue Partner is expressly permitted to do so in accordance with this Agreement, or as permitted by any mandatory provisions of law, and undertakes to take all necessary steps to prevent access to the Database by any person except those of its employees who need to have access thereto for the purposes permitted in this Agreement.

9.7. The Venue Partner shall not, other than as expressly permitted in this Agreement, extract or re-utilise the contents of the Database (or any part thereof) for any commercial purpose including but not limited to trading building commercial databases, reselling or redistributing the data.

9.8. The Venue Partner acknowledges that civil and criminal penalties may be incurred in the event of any infringement of the copyright and/or other rights in relation to the Database or its contents and that any such infringement by the Venue Partner may result in incalculable damage and/or loss to Venuedirectory and accordingly agrees that in addition to any other right or remedy of the Venuedirectory, Venuedirectory shall be entitled to immediate injunctive relief to restrain any actual or apprehended infringement thereof. The venue Partner undertakes to indemnify Venuedirectory in full against all loss, damage, costs and expenses (including loss of profit) which may be incurred by Venuedirectory by reason or any such infringement by the Venue Partner.

10. Charges

10.1. The Venue Partner shall pay the applicable Partner Fees itemised in the Commercial Terms to Venuedirectory within 14 days of the date of invoice in accordance with this Agreement.

10.2. All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Venue Partner to Venuedirectory.

10.3. Venuedirectory shall issue invoices for the Charges to the Venue Partner as set out in the Scale of Charges.

10.4. The Venue Partner must pay the Charges to Venuedirectory by debit card, credit card, direct debit, bank transfer or cheque (using such payment details as are notified by Venuedirectory to the Venue Partner from time to time).

10.5. If the Venue Partner does not pay any amount properly due to the Venuedirectory under this Agreement, Venuedirectory may charge the Venue Partner interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month). Venuedirectory acknowledges and agrees that it shall have no right to claim interest or statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998, and that its contractual rights under this Clause 12.4 constitute a substantial remedy within the meaning of that Act.

11. Venue directory's confidentiality obligations

11.1. Venuedirectory must:

- (a) keep the Venue Partner Confidential Information strictly confidential;
- (b) not disclose the Venue Partner Confidential Information to any person without the Venue Partner's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in this Agreement;
- (c) use the same degree of care to protect the confidentiality of the Venue Partner Confidential Information as Venuedirectory uses to protect Venuedirectory's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Venue Partner Confidential Information; and

11.2. Notwithstanding Clause 13.1, Venuedirectory may disclose the venue Partner Confidential Information to Venuedirectory's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Venue Partner Confidential Information for the performance of their work with respect to this

Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Venue Partner Confidential Information.

11.3. This Clause 13 imposes no obligations upon Venuedirectory with respect to venue Partner Confidential Information that:

- (a) is known to Venuedirectory before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of Venuedirectory; or
- (c) is obtained by Venuedirectory from a third party in circumstances where Venuedirectory has no reason to believe that there has been a breach of an obligation of confidentiality.

11.4. The restrictions in this Clause 13 do not apply to the extent that any Venue Partner Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of Venuedirectory on any recognised stock exchange.

11.5. The provisions of this Clause 13 shall continue in force for a period of 5 years following the termination of this Agreement, at the end of which period they will cease to have effect.

12. Data protection

12.1. Each party shall comply with the Data Protection Laws with respect to the processing of the Venue Partner Personal Data.

12.2. The Venue Partner warrants to Venuedirectory that it has the legal right to disclose all Personal Data that it does in fact disclose to Venuedirectory under or in connection with this Agreement.

12.3. The Venue Partner shall only supply to Venuedirectory, and Venuedirectory shall only process, in each case under or in relation to this Agreement, the Personal Data of data subjects falling within the categories specified in Part 1 of Schedule 5 (Data processing information) and of the types specified in Part 2 of Schedule 5 (Data processing information); and Venuedirectory shall only process the Venue Partner Personal Data for the purposes specified in Part 3 of Schedule 5 (Data processing information).

12.4. Venuedirectory shall only process the Venue Partner Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 14.

12.5. Venuedirectory shall only process the Venue Partner Personal Data on the documented instructions of the Venue Partner and/or in order to fulfil its obligations under the contract with the Venue Partner (including with regard to transfers of the Venue Partner Personal Data to any place outside the European Economic Area, as set out in this Agreement or any other document agreed by the parties in writing).

12.6. Notwithstanding any other provision of this Agreement, Venuedirectory may process the Venue Partner Personal Data if and to the extent that Venuedirectory is required to do so by applicable law. In such a case, Venuedirectory shall inform the Venue Partner of the legal requirement before processing, unless that law prohibits such information.

12.7. Venuedirectory shall ensure that persons authorised to process the Venue Partner Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

- 12.8.** Venuedirectory and the Venue Partner shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Venue Partner Personal Data, including those measures specified in Part 4 of Schedule 6 (data processing information).
- 12.9.** Venuedirectory must not engage any third party to process the Venue Partner Personal Data without the prior specific or general written authorisation of the Venue Partner. Venuedirectory is hereby authorised by the Venue Partner, as at the Effective Date, to engage those third parties identified in, or falling within the processor categories specified in, Part 5 of Schedule 6 (data processing information) to process the venue Partner Personal Data. In the case of a general written authorisation, Venuedirectory shall inform the Venue Partner at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Venue Partner objects to any such changes before their implementation, then the venue Partner may terminate this Agreement on 30 days' written notice to Venuedirectory, providing that such notice must be given within the period of 7 days following the date that Venuedirectory informed the Venue Partner of the intended changes]. Venuedirectory shall ensure that each third-party processor is subject to the equivalent legal obligations as those imposed on Venuedirectory by this Clause 14.
- 12.10.** Venuedirectory shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Venue Partner with the fulfilment of the Venue Partner's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 12.11.** Venuedirectory shall assist the Venue Partner in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.
- 12.12.** Venuedirectory shall make available to the Venue Partner all information necessary to demonstrate the compliance of Venuedirectory with its obligations under this Clause 14 and the Data Protection Laws.
- 12.13.** Venuedirectory shall, at the choice of the Venue Partner, delete or return all of the Venue Partner Personal Data to the Venue Partner after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 12.14.** Venuedirectory shall allow for and contribute to audits, including inspections, conducted by the Venue Partner or another auditor mandated by the Venue Partner in respect of the compliance of Venuedirectory's processing of Venue Partner Personal Data with the Data Protection Laws and this Clause 14. Venuedirectory may charge the Venue Partner at its standard time-based charging rates for any work performed by Venuedirectory at the request of the Venue Partner pursuant to this Clause 14.14.
- 12.15.** If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

13. Warranties

- 13.1.** The Venue Partner warrants to Venuedirectory that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 13.2.** All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted

by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

- 13.3. The Venue Partner acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, Venedirectory gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.
- 13.4. The Venue Partner acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, Venedirectory gives no warranty or representation that the Hosted Services will be entirely secure.
- 13.5. The Venue Partner acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and Venedirectory does not warrant or represent that the Hosted Services will be compatible with any other software or systems.
- 13.6. The Venue Partner acknowledges that Venedirectory will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, Venedirectory does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Venue Partner will not give rise to any legal liability on the part of the Venue Partner or any other person.
- 13.7. The Venue Partner acknowledges that for any breach of the warranties its exclusive remedy and Venedirectory's entire liability shall be the correction of program errors that cause a breach of the warranty or if Venedirectory cannot substantially correct such a breach in a commercially reasonable manner the Venue Partner may terminate the agreement.

14. **Indemnities**

- 14.1. Venedirectory shall indemnify and shall keep indemnified the Venue Partner against any and all liabilities, damages, losses, costs and expenses including legal expenses and amounts reasonably paid in settlement of legal claims suffered or incurred by the Venue Partner and arising directly or indirectly as a result of any breach by Venedirectory of this Agreement (a "**Venedirectory Indemnity Event**").
- 14.2. The Venue Partner must:
 - (a) upon becoming aware of an actual or potential Venedirectory Indemnity Event, notify Venedirectory;
 - (b) provide to Venedirectory all such assistance as may be reasonably requested by Venedirectory in relation to Venedirectory Indemnity Event;
 - (c) allow Venedirectory the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to Venedirectory Indemnity Event; and
 - (d) not admit liability to any third party in connection with Venedirectory Indemnity Event or settle any disputes or proceedings involving a third party and relating to Venedirectory Indemnity Event without prior written consent of the Venedirectory,

without prejudice to Venedirectory's obligations under Clause 17.1 shall not apply unless the Venue Partner complies with the requirements of this Clause 17.2].

14.3. The Venue Partner shall indemnify and shall keep indemnified Venuedirectory against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by Venuedirectory and arising directly or indirectly because of any breach by the Venue Partner of this Agreement (a “**Venue Partner Indemnity Event**”).

14.4. Venuedirectory will:

- (a) upon becoming aware of an actual or potential Venue Partner Indemnity Event, notify the Venue Partner;
- (b) provide to the Venue Partner all such assistance as may be reasonably requested by the Venue Partner in relation to the Venue Partner Indemnity Event;
- (c) allow the Venue Partner the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Venue Partner r Indemnity Event; and
- (d) not admit liability to any third party in connection with the Venue Partner Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Venue Partner Indemnity Event without the prior written consent of the Venue Partner

without prejudice to the Venue Partner's obligations under Clause 17.3 shall not apply unless Venuedirectory complies with the requirements of this Clause 17.4].

14.5. The indemnity protection set out in this Clause 17 shall be subject to the limitations and exclusions of liability set out in this Agreement.

15. Limitations and exclusions of liability

15.1. Nothing in this Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

15.2. The limitations and exclusions of liability set out in this Clause 18 and elsewhere in this Agreement:

- (a) are subject to Clause 18.1; and
- (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

15.3. Venuedirectory shall not be liable to the Venue Partner in respect of any losses arising out of a Force Majeure Event.

15.4. Venuedirectory shall not be liable to the Venue Partner in respect of any loss of profits or anticipated savings.

- 15.5. Venuedirectory shall not be liable to the Venue Partner in respect of any loss of revenue or income.
- 15.6. Venuedirectory shall not be liable to the Venue Partner in respect of any loss of use or production.
- 15.7. Venuedirectory shall not be liable to the Venue Partner in respect of any loss of business, contracts or opportunities.
- 15.8. Venuedirectory shall not be liable to the Venue Partner in respect of any loss or corruption of any data, database or software; providing that this Clause 15.8 shall not protect Venuedirectory unless Venuedirectory has fully complied with its obligations under Clause 8.3 and Clause 8.4.
- 15.9. Venuedirectory shall not be liable to the Venue Partner in respect of any special, indirect or consequential loss or damage.

16. Force Majeure Event

- 16.1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 16.2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:
 - (a) promptly notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 16.3. A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Termination

- 17.1. Either party may terminate this Agreement by giving to the other party not less than 6 months written notice of termination, after the end of the Term.
- 17.2. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
 - (a) the other party commits any material breach of this Agreement, and the breach is not remediable;
 - (b) the other party commits a material breach of this Agreement, and the breach is remediable, but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied]; or
 - (c) the other party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach).
- 17.3. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
 - (a) the other party:

- (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or
 - (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.

17.4. Venedirectory may terminate this Agreement immediately by giving written notice to the Venue Partner if:

- (a) any amount due to be paid by the Venue Partner to Venedirectory under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) Venedirectory has given to the Venue Partner at least 30 days' written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause 20.4.

18. Effects of termination

18.1. Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save the provisions of this Agreement intended to survive and continue to have effect after termination.

18.2. Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

18.3. Within 30 days following the termination of this Agreement for any reason:

- (a) the Venue Partner must pay to Venedirectory any Charges in respect of Services provided to the Venue Partner before the termination of this Agreement; and
- (b) Venedirectory must refund to the Venue Partner any Charges paid by the Venue Partner to the Venedirectory in respect of Services that were to be provided to the Venue Partner after the termination of this Agreement,

without prejudice to the parties' other legal rights.

19. Notices

19.1. Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 22.2 and Part 4 of Schedule 1 (Hosted Services particulars)):

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,
- (c) sent by e-mail that has been acknowledged as received

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

19.2. Venuedirectory's contact details for notices under this Clause 22 are listed in the Commercial Terms

19.3. The addressee and contact details set out in Clause 22.2 and Part 4 of Schedule 1 (Hosted Services particulars) may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 22.

20. Subcontracting

20.1. Venuedirectory shall remain responsible to the Venue Partner for the performance of any subcontracted obligations.

20.2. Notwithstanding the provisions of this Clause 23 but subject to any other provision of this Agreement, the Venue Partner acknowledges and agrees that Venuedirectory may subcontract to any reputable third-party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

21. Assignment

21.1. The Venue Partner hereby agrees that Venuedirectory may assign, transfer or otherwise deal with Venuedirectory's contractual rights and obligations under this Agreement to any Affiliate of Venuedirectory or to any successor to all or a substantial part of the business of Venuedirectory from time to time.

21.2. The Venue Partner must not assign, transfer or otherwise deal with the Venue Partner's contractual rights and/or obligations under this Agreement without the prior written consent of Venuedirectory, such consent not to be unreasonably withheld or delayed, providing that the Venue Partner may assign the entirety of its rights and obligations under this Agreement to any Affiliate of the Venue Partner or to any successor to all or a substantial part of the business of the Venue Partner from time to time.

22. No waivers

22.1. No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.

22.2. No waiver of any breach of any provision of this Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of this Agreement.

23. Severability

- 23.1. If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 23.2. If any unlawful and/or unenforceable provision of this Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

24. Third party rights

- 24.1. This Agreement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party.

25. Variation

- 25.1. This Agreement may not be varied except in accordance with this Clause 28.
- 25.2. This Agreement may be varied by means of a written document signed by or on behalf of each party.
- 25.3. Venedirectory may vary this Agreement by giving to the Venue Partner at least 30 days' written notice of the proposed variation, providing that if Venedirectory gives to the Venue Partner a notice under this Clause 28.3, the Venue Partner shall have the right to terminate this Agreement by giving written notice of termination to Venedirectory at any time during the period of 14 days following receipt of Venedirectory's notice.

26. Entire agreement

- 26.1. The main body of this Agreement and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 26.2. Modifications to the Terms or Services Venedirectory reserves the right to modify these [Terms] from time to time (collectively). If we believe the Modifications are material, we will inform you about them by doing one (or both) of the following (a) posting the changes on our website through the Services; (b) sending you an email or message about the Modifications. Modifications that are material will be effective thirty (30) days following the date of the Modifications or such other date as communicated in any other notice to you. Modifications that are simply addressing new functions we add to the Services or which do not impose any additional burdens or obligations on you will be effective immediately. You are responsible for reviewing and becoming familiar with any Modifications. Your continued use of the website following Modifications constitutes your acceptance of those Modifications and the updated Terms. In certain circumstances, Venedirectory may seek a Modification to these Terms that will only apply to you. If accomplished by way of a written or electronic document signed by you and an authorised officer of Venedirectory. Venedirectory is constantly evolving our products and services to better meet the needs of our clients.

27. Law and jurisdiction

- 27.1. This Agreement shall be governed by and construed in accordance with English law.
- 27.2. Any disputes relating to this Agreement shall be subject to the non-exclusive jurisdiction

SCHEDULE 1 (HOSTED SERVICES PARTICULARS)

1. Set Up Services

The set-up services include the creation of an account for the venue(s) listed in the Commercial Agreement and a profile for the Venue Partners use scheduled at a time to be agreed by both parties.

2. Specification of Hosted Services

Venuedirectory reserves the right to amend programs information and facilities of which the data comprises from time to time at its discretion provided that any changes will not substantially diminish the quality of the data.

Hosted services are platforms in the Venuedirectory collection including but not limited to MyEventsChannel, venuedirectory.com, SmallMeetings.co.uk GRATIS MyEventsPortal.co.uk and enCloud

Venuedirectory will retain the right to collate and publish the following data based on the usage with the software and as a result of the Venue Partner's activity Venue ownership and/or marketing group

- (a) Venue name
- (b) Venue address
- (c) The number of times a venue has been included in a search by a Venue Partner
- (d) The number of times an automated request for information has been sent to the Venue Partner by venuedirectory users
- (e) The number of times the Venue Partner has confirmed a booking and the value of that confirmation
- (f) The total number of day and residential delegates that make up a proposal/confirmation
- (g) Average expenditure values
- (h) Enquiry date, arrival date,

Venuedirectory uses all reasonable commercial endeavors to ensure the accuracy and integrity of the data but makes no warranties either express or implied regarding the accuracy, integrity or completeness of the data or its fitness for purpose.

3. Contractual notices

Details of subscriptions to Venuedirectory services are itemised in the Commercial Agreement that forms part of these terms and conditions together with attached Schedules.

SCHEDULE 2 (ACCEPTABLE USE POLICY)

1. Introduction

- 1.1. This acceptable use policy (the "**Policy**") sets out the rules governing:
- (a) the use of the Hosted Services (the "**Services**"); and
 - (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").
- 1.2. References in this Policy to "**you**" are to any Venue Partner for the Services and any individual user of the Services (and "**your**" should be construed accordingly); and references in this Policy to "**us**" are to Berry Marketing Services Limited trading as venuedirectory.com (and "**we**" and "**our**" should be construed accordingly).
- 1.3. By using the Services, you agree to the rules set out in this Policy.
- 1.4. We require your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.
- 1.5. The Venue Partner shall use the data and information available or obtained therefrom solely for the purposes of the Venue Partners principal business.
- 1.6. The Venue Partner shall not otherwise than with prior written consent of Venuedirectory use, store, download, sell, redistribute or deal with the data or such information in any manner or for any other purpose.

2. General usage rules

- 2.1. You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.
- 2.2. You must not use the Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 2.3. You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

- 3.1. Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 3.2. Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:
- (a) be libellous or maliciously false;
 - (b) be obscene or indecent;

- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court;
- (h) constitute a breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) constitute a breach of official secrets legislation; or
- (k) constitute a breach of any contractual obligation owed to any person.

3.3. You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Images

4.1. Content must be appropriate for all persons who have access to or are likely to access the Content in question.

5. Factual accuracy

5.1. Content must not be untrue, false, inaccurate or misleading.

6. Etiquette

6.1. Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

6.2. Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

6.3. Content must not be liable to cause annoyance, inconvenience or needless anxiety.

6.4. You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.

6.5. You must not use the Services for the purpose of deliberately upsetting or offending others.

6.6. You must not unnecessarily flood the Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.

6.7. You must ensure that Content does not duplicate other content available through the Services.

7. Monitoring

7.1. You acknowledge that we may actively monitor and where appropriate edit the Content and the use of the Services.

8. Harmful software

8.1. The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

8.2. The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

SCHEDULE 3 (AVAILABILITY SLA)

1. Introduction to availability SLA

- 1.1.** Venuedirectory shall use reasonable endeavours to ensure that the uptime for the Hosted Services is at least 95% during each calendar month.
- 1.2.** Venuedirectory shall be responsible for measuring uptime and shall do so using any reasonable methodology.

2. Exceptions

- 2.1.** Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether Venuedirectory has met the Availability guarantee given in Paragraph 2.1:
 - (a) a Force Majeure Event;
 - (b) a fault or failure of the internet or any public telecommunications network;
 - (c) a fault or failure of Venuedirectory's hosting infrastructure services Venuedirectory, unless such fault or failure constitutes an actionable breach of the contract between Venuedirectory and that company;
 - (d) a fault or failure of the Venue Partner's computer systems or networks;
 - (e) any breach by the Venue Partner of this Agreement; or
 - (f) scheduled maintenance carried out in accordance with this Agreement.

SCHEDULE 4 (SUPPORT SLA)

1. Introduction

1.1. This Schedule 4 sets out the service levels applicable to the Support Services.

2. Helpdesk

1.2. Venuedirectory shall make available to the Venue Partner a helpdesk in accordance with the provisions of this Schedule 4

1.3. The Venue Partner may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services;

1.4. Venuedirectory shall ensure that the helpdesk is accessible by telephone and email

Venuedirectory shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Term.

1.5. The Venue Partner shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.

1.6. Venuedirectory shall ensure that its response to a request for Support Services shall include the following information to the extent such information is relevant to the request: an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.

2. Provision of Support Services

2.1. The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

3. Limitations on Support Services

3.1. Venuedirectory shall have no obligation to provide Support Services in respect of any issue caused by:

- (a) the improper use of the Hosted Services by the Venue Partner; or
- (b) any alteration to the Hosted Services made without the prior consent of Venuedirectory.

SCHEDULE 5 (DATA PROCESSING INFORMATION)

Full details of how we process and manage personal data can be found in our **Privacy Policy**.

Your privacy is important to us, we always strive to manage your personal information with integrity and respect. Earning your trust as we protect your privacy is at the core of what we do every day. We are committed to:

- (i) Simplifying our policies and making your choices clear
- (ii) Being transparent about data management
- (iii) Ensuring you have control of your own personal data

We are thoughtful about the personal information we ask you to provide and the personal information that we collect about you through the operation of our services

- (i) We store your personal information for only as long as we have a reason to keep it.
- (ii) We aim for full transparency on how we gather, use and share your personal information.

We've consolidated and updated our **Privacy Policy**; you'll notice a few changes which include more transparency about how we collect and process your personal information.

Data Protection Clauses Venues Terms & Conditions

1. DATA PROTECTION

1.1. Definitions

"Data Protection Legislation" means (whilst they are in force):

1.1.1. the Data Protection Act 1998;

1.1.2. the EU General Data Protection Regulation ("**GDPR**"); and

- 1.1.3. any successor legislation to the Data Protection Act 1998 or the GDPR and any other applicable laws and regulations relating to the processing of personal data and privacy.

“**Personal Data**”, “**Data Controller**”, “**Data Processor**”, “**Data Subject**” and “**Process**” are as defined in the Data Protection Legislation.

“**Services**” the completion of bookings placed on our website which may include the Personal Data of an individual and/or groups of clients.

- 1.2. We shall be the Data Processor and you shall be the Data Sub-Processor in respect of Personal Data Processed by you on our behalf in performing the obligations under ¹this Agreement. We shall be solely responsible for determining the purposes for which and the manner in which such Personal Data is Processed by you, and all such Processing will be specified by us in accordance with the instructions of the Data Controller. However, you shall further be authorised to Process the Personal Data if it is required so to do by the laws of the UK or of any member of the EU, or by the laws of the EU applicable to you to process Personal Data (“**Applicable Laws**”). Where you rely on laws of the UK, or a member of the EU or EU law as the basis for Processing Personal Data, you shall promptly notify us of this (and we shall notify the Data Controller) before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit you from so notifying us.
 - 1.3. You shall at all times during the term of this Agreement comply with all applicable requirements of the Data Protection Legislation in relation to the Processing of Personal Data.
 - 1.4. You will maintain a written log of all Processing of Personal Data performed on our behalf and provide us with a copy of such log on request. The written log shall include the following information:
 - 1.4.1. the categories of Processing carried out on our behalf;
 - 1.4.2. a list of any transfers of Personal Data to a third party outside the EEA and UK (including the name of the relevant non-EEA country and organisation), and documentation of the suitable safeguards in place for such transfers. For the avoidance of doubt, all such transfers are subject always to our consent in accordance with this Agreement; and
 - 1.4.3. a general description of the technical and organisational security measures referred to in this Agreement.
 - 1.5. Where you Process Personal Data on our behalf, you shall, in respect of such Personal Data:
 - 1.5.1. not access or use Personal Data except as is necessary to provide the Services, and then only as reasonably necessary for the performance of this Agreement;
 - 1.5.2. act strictly in accordance with this Agreement and on our written instructions received from time to time;
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- 1.5.3. comply promptly with any request from us to amend, delete or transfer Personal Data;
- 1.5.4. not disclose Personal Data to any employee, director, agent, contractor or affiliate of yours (“**your Personnel**”), or any third party, except as is necessary for the performance of the Services, or to comply with applicable laws, or with our prior written consent;
- 1.5.5. implement and maintain appropriate technical and organisational measures:
 - (a) to protect the security and confidentiality of Personal Data Processed by you in providing the Services;
 - (b) to protect Personal Data at all times against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or Processing; or
 - (c) as required under the Data Protection Legislation.
- 1.5.6. notify us of any request made by a Data Subject under Data Protection Legislation in relation to or in connection with Personal Data Processed by you on our behalf and at all times cooperate with and assist the Data Controller to execute its obligations under the Data Protection Legislation in relation to such Data Subject requests;
- 1.5.7. process the Personal Data in accordance with the specified duration, purpose, type and categories of Data Subjects as notified by us to you.
- 1.6. You shall within 24 hours, or earlier if reasonably practicable, of becoming aware, notify us in writing of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data. The notice provided will specify:
 - 1.6.1. the categories and number of the individuals and the records concerned;
 - 1.6.2. the likely consequences of the breach;
 - 1.6.3. any steps taken to mitigate and address the breach; and
 - 1.6.4. specify an appropriate point of contact within your organisation who we can contact about the breach.

You will promptly give us the detail we request, and the detail that is requested by the Data Controller, to allow us and the Data Controller to understand the impact of the breach. You will promptly comply with any instructions provided by us and/or the Data Controller, and cooperate with us and the Data Controller, in relation to the data breach.
- 1.7. You must obtain our prior written consent before engaging a subcontractor to Process Personal Data on our behalf. Where that consent is given, it will be conditional upon you having executed a written contract with the third party which contains terms for the protection of Personal Data which are no less protective than the terms set out in this Agreement.
- 1.8. You shall not, and shall procure that your subcontractors shall not, transfer or Process any Personal Data outside the EEA and/or the UK without our prior written consent. We shall notify you of the terms we would require for our consent to be given.
- 1.9. You shall provide us and the Data Controller with such reasonable assistance as we require in relation to any complaints made by Data Subjects or investigations or

enquiries made by any regulator or supervisory authority relating to us or our obligations under the Data Protection Legislation

- 1.10. In relation to Personal Data Processed by you under this Agreement, you shall co-operate with us and the Data Controller to the extent reasonably necessary to enable us to adequately discharge our responsibility as a data processor under Data Protection Legislation (including in respect of the preparation of data protection impact assessments).
- 1.11. We shall have the right to audit you and relevant records and materials as necessary to demonstrate your compliance with your obligations under this Agreement and Data Protection Legislation. At any time you will co-operate fully to allow and assist such audits, including on-site inspections of your business premises or processing facilities, conducted by us or our auditor.
- 1.12. You will tell us immediately if you are asked to do something which might infringe the Data Protection Legislation or other data protection law of the EU or a Member State.
- 1.13. You shall ensure that any of your Personnel with access to Personal Data are both bound by confidentiality obligations in respect of access, use or processing of such Personal Data, and have received appropriate training.
- 1.14. At our request, you shall provide a copy of all Personal Data held by you in the format and on the media reasonably specified by us.
- 1.15. On termination or expiry of this Agreement, at our request, you shall delete or return to us all Personal Data processed by you on our behalf, and you shall delete existing copies of such Personal Data except where necessary to retain such Personal Data strictly for the purposes of compliance with UK, EU or EU Member State Laws applicable to you.
- 1.16. We shall each be responsible for bearing the costs of our obligations under this Agreement.
- 1.17. The provisions of this Data Protection Clause shall survive termination of the Agreement.
- 1.18.** We will each agree to any reasonable amendment to this Agreement required to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect the GDPR, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

V1.1 22052018

