GENERAL TERMS AND CONDITIONS FOR SUPPORT AND CONSULTATION
("TERMS")

1   SCOPE OF THE TERMS; PARTIES

These Terms apply to Agreement(s) (defined in Section 2) on the provision of the Support Services and/or Consultation Services (both defined in Section 2) by Radiator Software Oy and/or Open System Consultants Pty Ltd ("**Supplier**") to the customer named in the Agreement ("**Customer**"). These Terms form an integral part of the Agreement. In the event of a conflict between the Terms and other terms of the Agreement, the terms elsewhere in the Agreement shall prevail. Customer's purchase, procurement or other terms shall not apply to the Agreement, even if referred in or attached to Customer's purchase order or other document submitted by Customer. Supplier and Customer are hereinafter referred to each as a "**Party**" and together as the "**Parties**".

2   DEFINITIONS

The following terms shall have the meanings assigned to them herein, unless otherwise agreed in the Agreement:

"**Agreement**" means an agreement in which the Parties agree on the provision of the Services to Customer, such as (i) an agreement signed by the Parties, (ii) Supplier's binding offer accepted by Customer, or (iii) Customer's order (e.g. by email or through Supplier's e-commerce or other system) confirmed by Supplier e.g. by commencing the provision of the Service. For the avoidance of doubt, offers and orders can be made also in electronic form (e.g. email or other electronic confirmations).

"**Consultation Service(s)**" means, except for the Support Services, any services agreed to be provided by Supplier in the Agreement, such as customization, consultation, installation, custom design, programming, Error Correction Services and/or training.

"**Correction**" means a fix to resolve an Error or a Workaround.

"**Customer Data**" means any data, information or content submitted to Supplier by or on behalf of Customer.

"**Documentation**" means usage and installation manuals and other documentation in written or electronic form that are supplied to Customer.

"**Error**" means an error in the Software, which can be reproduced and which causes the Software not to function materially according to the Specifications. Any known errors will be listed in the Specifications and are not considered as Errors.

"**Error Correction Service**" means a separately priced Supplier's Help Desk receiving Error reports, investigation of Errors and providing Corrections, as defined in Section 5 of these Terms. For the avoidance of doubt, the Error Correction Service does not include any other Consultation Services.

"**Intellectual Property Rights**" means any and all intellectual property rights, such as patents, inventions, utility models, trademarks, domain names, copyrights, rights related to copyright, rights in designs and rights in know-how, whether registered or not, and including without limitation the right to amend and further develop the objects of such rights and to assign and sub-license the rights to third parties, and including applications for grant of any of the foregoing, and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may exist anywhere in the world.

"**Service(s)**" shall mean the Support Services and/or Consultation Services.

"**Service Hours**" means the service hours agreed in the Agreement, during which Supplier performs the agreed Services. If the Service Hours have not been agreed in the Agreement, the Service Hours shall be Finnish business days Monday-Friday 07.00 - 15.00 UTC, except for Finnish official holidays.

"**Software**" means the software of Supplier for which the Services are provided according to the Agreement.

"**Specifications**" means the user manuals, release notes and installation notes accompanying the Software (excluding at all times marketing materials).

"**Support Service**" means Supplier's Help Desk services answering to Customer's questions related to the Software for which the Support Service according to the Agreement is provided.

"**Workaround**" means a resolution that enables Customer to resume operations of the Software with full or limited functionality.

3   GENERAL

3.1   Supplier undertakes to provide the Services by using its normal working methods and use its commercially reasonable efforts to provide the Services with due care and the professional skills required for the Services.

3.2   Unless otherwise agreed in the Agreement, the Services cover only the standard configuration of the Software. Customer specific configurations, integrations or alike can be included in the scope of the Services only if expressly agreed in the Agreement.

3.3   The Services are performed remotely. Any possible on-site Services shall be agreed between the Parties separately in writing and are subject to a separate charge in accordance with Supplier's then-current on-site Service prices. Customer shall at its own expense procure and maintain all its data communications connections and data security necessary for the remote connection. Otherwise, each Party shall for its own part procure the equipment and software required for the remote Service connection.

3.4   Customer shall without delay give Supplier all necessary information and materials and access to facilities that are necessary for Supplier to be able to provide the Services in the agreed time.

3.5   If the Services include Error Correction Services or other Services in connection with Errors, Customer shall, in connection with reporting an Error to Supplier, describe and, at the request of Supplier, demonstrate how the Error occurs. Customer shall also provide without delay other information that Supplier requests in connection with providing the Services.

3.6 Each Party shall contribute also otherwise to the provision of the Services with respect to factors under the command or control of the Party and make decisions that are necessary for the provision of the Services, without undue delay.

3.7 Customer warrants that it has the right to submit the Customer Data to Supplier and that Supplier and its subcontractors are entitled to use and process the Customer Data lawfully for the purposes of the Agreement.

3.8 The Data Processing Annex attached as attachment 1 is an integral part of these Terms.

4 SUPPORT SERVICE SPECIAL TERMS

4.1 Unless otherwise agreed in the Agreement, the Support Service does not include any Error Correction Services or other Consultation Services.

4.2 However, Supplier may decide voluntarily at its discretion to provide to Customer Correction(s), updates and/or upgrades of the Software in connection with the provision of the Support Service, without having an obligation to do so.

5 ERROR CORRECTION SERVICE

5.1 As part of the Error Correction Service Customer may report Errors to Supplier's Help Desk addresses and/or telephone numbers informed by Supplier. Unless otherwise agreed in the Agreement, the Help Desk will serve during the Service Hours. The Error Correction Service may be contacted only by such Customer's named main users, who are trained and qualified in the use and function of the respective Software.

5.2 Supplier will use commercially reasonable efforts to investigate and correct reported Errors after the receipt from Customer of sufficient information regarding the Error. Supplier will perform investigation and correction efforts during the Service Hours. Supplier cannot, however, warrant that each and every Error can or will be corrected or that the Errors can be corrected within a certain time period. Supplier may prioritize the investigation and correction of different Errors taking into account their severity and effect, as estimated by Supplier.

5.3 The Error Correction Service with a fixed price does not cover correction of Errors: (a) that are caused by misuse, such as use in violation of the applicable Supplier's software license terms, Documentation, provisions of the Agreement or instructions provided by Supplier; (b) if caused by the use of the Software with any other product, service, hardware or system not supplied by Supplier; (c) if the Software is used against the usage environment specifications in the Documentation or Specifications; (d) that are caused by modification of the Software or a faulty integration or installation performed by anyone else than Supplier; or (e) that are corrected by Supplier in an update, upgrade or earlier Correction of the Software.

5.4 If an Error is not covered by the fixed price of the Error Correction Service, Supplier shall be entitled to charge for the investigation and correction of the Error in accordance with Supplier's general price list. The Parties also understand that Supplier might not be reasonably able to investigate or correct Errors caused by the matters listed in sub-section 5.3 above.

6 ACCEPTANCE, No WARRANTY

6.1 The provision of a Service shall be deemed accepted if case (i) Customer does not report errors or defects in the provision of the Service to Supplier within fourteen (14) days from provision of Service, (ii) Customer notifies it has accepted the delivery, (iii) Supplier has corrected the errors or defects that Customer has reported during such time period, or (iv) Customer takes the result of the Service into use. Supplier's liability for errors and defects in the provision of the Services is limited to correction of the defect or defect or to repeating the Service at Supplier's expense.

6.2 Error or defect in the provision of the Services means that the Service does not fulfill materially its written Service specification in the Agreement (excluding at all times marketing materials), as further specified in these Terms.

6.3 Except as set out in these Terms, Supplier disclaims any and all warranties with respect to the Services, the results of the Services and the Documentation, including but not limited to warranties of merchantability, satisfactory quality and fitness for a particular purpose.

6.4 Supplier shall have no liability based on the Agreement for any damages arising out of the use of the updates or upgrades of the Software or the Corrections that are provided to Customer based on the Agreement. Those are covered by the terms of Supplier's applicable software license terms.

7 INTELLECTUAL PROPERTY RIGHTS, LICENSE

7.1 Title and Intellectual Property Rights in the Services, the results of the Services, the Documentation, the updates and upgrades of the Software and the Corrections, and any copies, modifications, translations, amendments and derivatives thereof belong to Supplier and/or its licensors.

7.2 Customer's right to use the updates and upgrades of the Software, the Corrections and/or the Documentation provided to Customer under the Agreement shall be subject to the terms and conditions of Supplier's applicable software license terms.

8 PRICES AND PAYMENT

8.1 **Prices**

8.1.1 If some Prices are not agreed in the Agreement, they are in accordance with Supplier's general price list in force at the time of the performance of the Service.

8.1.2 Services are not provided after the term of the Agreement, and no price of pre-paid but unused Services are refunded.

8.2 **Invoicing and Payment**

8.2.1 If not otherwise agreed in the Agreement, the prices are invoiced as follows:

(a) starting prices, when the Agreement enters in force; and

(b) other prices (such as monthly or annual price) in advance.

8.2.2 Invoices are payable within fourteen (14) days from the date of the invoice. Supplier is not obligated to start the provision of the Service before it has received the payment for the Service from Customer.

Version 1.3 March 2024

Any overdue payment shall be subject to an overdue interest at the rate of fourteen percent (14 %) per annum. Supplier may suspend its deliveries to Customer in the event that Customer has delayed in making any payment despite of a payment reminder.

8.3 Taxes and Expenses

8.3.1 Value-added tax, withholding tax, duties, levies and other taxes and governmental charges shall be borne by Customer and added to the prices.

8.3.2 Customer shall reimburse Supplier for any travel and accommodation expenses and daily allowances accrued to Supplier for agreed traveling. Travel time shall be compensated in accordance with Supplier's general price list.

9 CONFIDENTIALITY

9.1 Each Party (i) shall keep in confidence all information received from the other Party of confidential nature or marked as confidential (together referred to as "**Confidential Information**"); (ii) may not disclose the other Party's Confidential Information to any third party and (ii) may not use the other Party's Confidential Information for any purpose other than for fulfilling its obligations and using its rights arising out of the Agreement. Supplier may disclose Customer's Confidential Information to its subcontractors for the fulfillment of the purpose of the Agreement provided that the subcontractors have committed to a confidentiality provision substantially similar as herein.

9.2 The foregoing obligations shall not apply to information: (i) which at the time of the disclosure is or later becomes generally available or otherwise public through no fault of the receiving Party; (ii) which was in the possession or knowledge of the receiving Party prior to receipt of the same from the other Party; (iii) which the receiving Party receives from a third party; (iv) which the receiving Party has independently developed without using the other Party's Confidential Information; or (v) which must be disclosed based on law or an order by an authority or court. Supplier shall also have the right to utilize the general expertize and skills that its and its subcontractors' personnel have learnt in conjunction with the Agreement. Supplier may also freely perpetually use for any and all purposes the feedback given by Customer regarding the Services, the Documentation, the Corrections or the Software or the updates, upgrades thereof.

10 LIABILITY

10.1 Supplier shall have no liability based on the Agreement for any (i) indirect, incidental, special or consequential damages such as loss of profit, revenue or savings, or for punitive damages or damages payable to third parties, or (ii) loss or alteration of data nor for any damages incurred as a result thereof such as expenses involved in the reconstitution or transfer of data, or for cover purchase, even if Supplier was advised of the possibility of such damages.

10.2 Supplier's aggregate maximum liability arising out of or related to the Agreement for any and all causes of action occurred during any calendar month (including possible price returns or reductions based on the same causes of action) shall not exceed the amount of the prices without VAT paid by Customer to Supplier during the said calendar month for the Service being the cause of action.

10.3 The limitations of liability shall not apply to damages caused by gross negligence or intentional act.

11 TERMINATION

11.1 Term

Unless otherwise agreed in the Agreement, the Agreement continues in force for an initial period of one (1) year of the date the Agreement entered into force ("Initial Term").

Thereafter, the Agreement is automatically renewed for subsequent twelve (12) month period(s) (each "Renewal Term"), unless terminated by either Party with a written notice latest three (3) months before the end of the then current term (either Initial Term or Renewal Term).

11.2 Termination Due to Cause

Either Party may terminate the Agreement immediately with a written notice, if the other Party commits a material breach of the Agreement and fails to remedy the same within thirty (30) days after receipt of a written demand from the other Party to cure the breach.

12 MISCELLANEOUS

12.1 Assignment and Subcontractors

Either Party may not assign the Agreement to a third party, without the prior written consent of the other Party. However, Supplier may assign the Agreement or some or all of its rights arising out of the Agreement to a transferee, when assigning the ownership of Supplier's business or part thereof, or to Supplier's affiliate, and, for the avoidance of doubt, by operation of law. Supplier may also assign its receivables based on the Agreement to a third party. Supplier may subcontract its obligations. Supplier is liable for the work of its subcontractors as work of its own.

12.2 Import or Export

Customer shall not export, import or transfer for the purpose of re-export, the updates or upgrades of the Software, the Corrections, the results of Services or the Documentation that are provided to Customer based on the Agreement in violation of any regulation, treaty, executive order, import ban, law, statute, amendment or supplement thereto. It is the responsibility of Customer, at Customer's expense, to obtain all approvals and consents required for any export, import or re-export.

12.3 Recruitment Restriction

Customer may not hire any employee or director of Supplier or enter into any other agreement or other arrangement, whose purpose is to obtain the work contribution of such person, until twelve (12) months has passed from the earlier of (i) termination or expiration of the Agreement or (ii) cessation of the person's employment or director relationship with Supplier. In case of a breach of this recruitment restriction, Customer shall pay to Supplier as liquidated damages seventy thousand (70.000) euros for each breach.

12.4 Survival

Upon termination of the Agreement, the provisions relating to Intellectual Property Rights, disclaimers of warranty, confidentiality, limitations of liability, recruitment restriction and governing law and

dispute settlement, shall survive. Also, any other provisions which by their nature or wording contemplate effectiveness beyond the termination of the Agreement, shall survive the termination.

12.5 Entire Agreement

The Agreement supersedes previous proposals, marketing materials and other communications between the Parties with respect to the subject matter of the Agreement.

12.6 Severability

If any provision of the Agreement is found to be contrary to law, the other provisions of the Agreement will remain in full force and effect. Such invalid provision shall be amended by the Parties and the Agreement shall be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.

12.7 Waiver and Amendment

Amendments of the Agreement are valid only if made in writing and signed by each Party. A failure by a Party to use any of its rights based on the Agreement shall not be construed as a waiver of such right.

12.8 Force Majeure

Supplier shall not be liable for delays, defects or damages that are caused by factors due to an impediment beyond his control, which he cannot reasonably be deemed to have taken into account at the time of the conclusion of the Agreement, and the consequences of which he could not reasonably have avoided or overcome. Such events of force majeure shall include (without being limited to) war, strikes and other labour disputes, acts of government, statutes, ordinances or regulations, embargo, natural disasters, accidents, failures of telecommunication, general shortages of energy, and failures in Internet and other networks outside Supplier's control.

12.9 Governing Law and Dispute Settlement

The Agreement shall be construed in accordance with Finnish laws, excluding the choice of law provisions and the UN Convention on Contracts for the International Sale of Goods. All disputes arising out of the Agreement shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce, in Helsinki in English language. Notwithstanding the above, Supplier may also seek equitable and/or injunctive relief to prevent or stop a violation of the terms and conditions contained in the Agreement and take legal actions concerning overdue payments, in any court of law.

12.10 Attachments

1 Data Processing Annex

DATA PROCESSING ANNEX

1   BACKGROUND AND PURPOSE OF ANNEX

1.1   This Annex sets out the terms and conditions for the processing of the Personal Data by Radiator Software Oy and/or Open System Consultants Pty Ltd ("**Supplier**") and Customer in connection with Supplier's provision of the consultation services, support services and/or other services ("**Services**") to Customer based on the Agreement. This Annex is an integral part of the Agreement and of the *General Terms and Conditions for Support and Consultation*.

1.2   This Annex does not apply to the Processing of Personal Data which belongs to Supplier's CRM or other register, when Supplier is a personal data controller.

2   DEFINITIONS

The following terms shall have the meanings assigned to them herein.

"**Agreement**" means an agreement in which the Parties agree on the provision of the Services to Customer, such as (i) an agreement signed by the Parties, (ii) Supplier's binding offer accepted by Customer, or (iii) Customer's order (e.g. by email or through Supplier's e-commerce or other system) confirmed by Supplier e.g. by commencing the provision of the Service. For the avoidance of doubt, offers and orders can be made also in electronic form (e.g. email or other electronic confirmations). Also the Order, if Service(s) is/are included in the Plan (each defined in the *Radiator Cloud General Terms and Conditions*) are deemed as an Agreement.

"**Laws**" means the EU General Data Protection Regulation 2016/679 ("**GDPR**") and national personal data processing legislation in EU and EEA countries implemented based on the GDPR.

"**Personal Data**" means any information relating to an identified or identifiable natural person ("**Data Subject**").

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data transmitted, stored or otherwise Processed.

"**Process**" or "**Processing**" means any operation or set of operations which is performed on the Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Separate Pricing**" is defined in Section 3 of this Annex.

"**Sub-Processor(s)**" are defined in Section 6.

3   PROCESSING AND SUPPLIER'S DUTIES

3.1   Supplier may not use the Personal Data for other purposes than to provide the Services to Customer and based on documented instructions from Customer, unless required to do so by European Union ("**EU**") or EU Member State law to which

Supplier is subject. In such a case, Supplier shall inform Customer of that legal requirement before the Processing, unless that law prohibits such information on important grounds of public interest. Such documented instructions are hereby given by Customer to Supplier and the instructions are limited to: Supplier shall Process the Personal Data in order for Supplier and its Sub-Processors to provide the Services in accordance with the Agreement. If Customer desires to amend the documented instructions or give new documented instructions to Supplier, the compliance with the amended and new instructions may be priced by Supplier in accordance with the Separate Pricing.

3.2   If, based on the Laws or otherwise, Supplier is required to assist Customer in performing Customer's obligations related to Personal Data (such as obligations to respond to requests for exercising the Data Subjects' rights) or if Supplier is otherwise required to perform any other tasks or activities relating to the Personal Data or the Processing that are not Supplier's Service duties, Customer shall pay to Supplier a reasonable separate price for such tasks and activities in accordance with the applicable hourly/daily pricing in accordance with Supplier' then-current general price list ("**Separate Pricing**"). These tasks or activities can be e.g. providing information to a Data Subject, removing or transferring Personal Data or responding or reporting to data protection authorities or allowing audits or inspections.

3.3   Supplier shall carry out the technical and organisational measures in its environments in the provision of the Service according to Article 32 of the GDPR for securing the Personal Data against unauthorised access and accidental or unlawful destruction. Customer shall pay for the additional security methods if requested by Customer and agreed to be implemented by Supplier.

3.4   After after the end of the provision of Services relating to the Processing, Supplier shall on Customer's request either destroy the Personal Data or return the Personal Data to Customer, and delete existing copies unless EU or EU Member State law requires storage of the Personal Data by Supplier. In accordance with the Separate Pricing, Supplier is allowed to charge a price for its activities required to return the Personal Data.

3.5   The Personal Data Processing Specification, the types of Personal Data and categories of the Data Subjects are defined in Schedule 2 of this Annex.

3.6   Supplier shall:

(a)   ensure that persons authorised to Process the Personal Data on its behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(b)   in accordance with the Separate Pricing and taking into account the nature of the Processing and the information available to Supplier, assist Customer on

Customer's request in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR;

(c) in accordance with the Separate Pricing and taking into account the nature of the Processing, assist Customer on Customer's request by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the Data Subjects' rights laid down in Chapter III of the GDPR; and

(d) in accordance with the Separate Pricing, on Customer's request, make available to Customer all information necessary to demonstrate compliance with the obligations laid down in the Article 28 of the GDPR and allow for and contribute to audits required in the Laws, including inspections, conducted by Customer or another auditor mandated by Customer and required in the Laws. Customer is obligated to use external auditors who are not competitors of Supplier, to conduct such an audit. The Parties shall agree well in advance on the time and other details relating to the conduct of such audits. All Customer's representatives or external auditors participating in the audit shall execute customary confidentiality undertakings towards Supplier. The information regarding Supplier's operations learnt during the audits are Supplier's trade secrets. Customer is liable for the auditor's compliance with the terms of the Agreement. The audit may not endanger Supplier's or its other clients' deliveries, quality, security or confidentiality.

4   CUSTOMER'S GENERAL OBLIGATIONS

4.1   Customer shall:

(a) Process Personal Data according to legal and regulatory requirements and fulfil all obligations and duties of the controller; and

(b) ensure that the transfer of Personal Data to Supplier and its Sub-Processors under this Annex complies with applicable laws and regulations and that Supplier and its Sub-Processors are entitled to Process the Personal Data under laws and regulations.

5   NOTIFICATION OF PERSONAL DATA BREACH

5.1   Supplier shall notify Customer without undue delay after becoming aware of a Personal Data Breach in Supplier's or its Sub-Processors' environments.

5.2   To the extent available, Supplier shall provide Customer with the following information:

(a) a description of the nature of the Personal Data Breach, including, where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;

(b) the name and contact details of the person that is responsible for Supplier's data protection matters;

(c) a description of the likely consequences of the Personal Data Breach; and

(d) a description of the measures taken or proposed to be taken by Supplier to address the Personal Data

Breach, including, where appropriate, measures to mitigate its possible adverse effects.

If and to the extent the aforementioned information cannot be provided at the same time, the information may be provided in phases.

5.3   Supplier shall assist Customer, on Customer's request, in ensuring compliance with Customer's obligations pursuant to Laws to notify the Personal Data Breach to the supervisory authority and/or to the Data Subjects, taking into account the nature of the Processing and the information available to Supplier. If Supplier or its Sub-Processor has not caused the Personal Data Breach by its fault, Customer shall pay to Supplier for such assistance in accordance with the Separate Pricing.

6   USE OF SUB-PROCESSORS

6.1   Customer gives Supplier a general authorisation to engage other processors ("**Sub-Processor(s)**") to Process the Personal Data.

6.2   A list of Supplier's current Sub-Processor(s) is in Schedule 1 to this Annex. Supplier will notify Customer of intended changes concerning the engagement of new Sub-Processor(s). Customer has fourteen (14) days after receiving such notification to object to the engagement of new Sub-Processor(s) in writing, including valid reasonable reasoning for the objection. If Customer objects to the engagement of a new Sub-Processor as permitted herein and if Supplier does not change the Services to avoid the Processing of the Personal Data by that new Sub-Processor within sixty (60) days after receiving such objection, either Party may terminate the Agreement with respect to the Services to the extent provided by Supplier by using that Sub-Processor, by giving the other Party a written notice latest within thirty (30) days' from Supplier's notice that the Processing by that new Sub-Processor will not be avoided. Such termination is Customer's sole and exclusive remedy. It is noted and agreed that the Sub-Processors can have shorter times to notify Supplier of the changes concerning the engagement of their sub-processors, and therefore the process in this sub-section might not apply to such changes. Further information in Schedule 1.

6.3   Where Supplier engages a Sub-Processor for carrying out specific Processing activities on behalf of Customer, Supplier shall do so by way of a contract which imposes on the Sub-Processor, in substance, materially the same data protection obligations as the ones imposed on Supplier in accordance with this Annex. Further information in Schedule 1.

7   TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

7.1   Supplier and its Sub-Processors might transfer the Personal Data to countries outside the European Economic Area (EEA) and European Union (EU) ("**Third Country**") by applying the relevant requirements in the GDPR. Further information also in Schedule 1 on Sub-Processors.

7.2   The legal basis for the transfer of the Personal Data to Third Countries is Supplier's or its subcontractors' and/or suppliers' Binding Corporate Rules, European

Commission's Standard Contractual Clauses for the transfer of Personal Data to processors established in third countries ("**Standard Contractual Clauses**"), European Commission's adequacy decision, EU-US Data Privacy Framework, alternative data export mechanisms for the lawful transfer of Personal Data (as recognized under GDPR) or other legal basis. Further information also in Schedule 1.

8   LIMITATIONS OF LIABILITY

The limitations and disclaimers of liability in the Agreement, including but not limited to in the *General Terms and Conditions for Support and Consultation*, apply to this Annex as well.

9   SCHEDULES

Schedule 1: Sub-Processors

Schedule 2: Personal Data Processing Specification, types of Personal Data and categories of Data Subjects

SCHEDULE 1 SUB-PROCESSOR(S)

Name	Purpose of Processing	Further Information
Google	Provider of email system used in email communication relating to Services: Google Workspace and Cloud Identity.	Google servers reside in EU/ETA region. Cloud Data Processing Addendum | Google Cloud **Information about Subprocessors.** Names, locations, and activities of Google Workspace and Cloud Identity Subprocessors are described at https://workspace.google.com/intl/en/terms/subprocessors.html.
Irvine & Associates Pty Ltd PO Box 92 Rye Vic 3941 ABN 52007373855	Support services.	Located in Australia.

SCHEDULE 2 PERSONAL DATA PROCESSING SPECIFICATION, TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

SUBJECT-MATTER AND DURATION OF THE PROCESSING OF PERSONAL DATA

The subject-matter of the Processing is the provision of the Services to Customer under the terms of the Agreement.

The duration of the Processing is during the term of the Agreement.

NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

The nature of the Processing is the performance of the Services in accordance with the Agreement.

The purpose of the Processing is to process the Personal Data as necessary to perform the Services in accordance with the Agreement.

CATEGORIES OF DATA SUBJECTS

Customers' employees, contractors and representatives.

TYPES OF PERSONAL DATA

name

address

job title

email address

phone number

equipment information including technical identifiers and logfiles

system log information

IP-addresses