

Contents

1	What words mean.....	3
2.	When the Contract starts and how long it lasts.....	3
3	Some basic principles.....	4
	The Service	4
4	What Gibtelecom has to do.....	4
5	What you have to do.....	5
6	If you do not comply with the Acceptable Use Policy.....	5
7	When Gibtelecom IS not to blame.....	6
	Payments.....	6
8	Paying what you owe Gibtelecom	6
9	Disputing an invoice.....	8
	Protecting Information.....	8
10	Intellectual Property Rights.....	8
11	Keeping things confidential	10
12	Data Protection	10
	Ending a Service or the Contract.....	11
13	When Gibtelecom may restrict or suspend a Service.....	11
14	Cancelling a Service Order before the Service Start Date.....	12
15	If either of us want to terminate the Contract or a Service.....	12
16	Terminating the Contract when something has gone wrong.....	13
17	Terminating the Contract if there is an event beyond either of our control....	13
18	What happens when the Contract is terminated.....	13
19	What we both need to pay when the Contract is terminated.....	14
	If Something Goes Wrong.....	14
20	How far each of us can be held responsible.....	14
21	Force Majeure Events.....	16
22	Settling disputes.....	17
23	Arbitration.....	17
	Everything Else.....	18
24	Sending Notices under the Contract.....	18

25	Transferring to another party	19
26	No partnership or agency arrangement.....	19
27	No waiver	20
28	What happens if part of the Contract is illegal, invalid or unenforceable.....	20
29	Service Amendment.....	20
30	Making changes to the Contract.....	21
31	After the Contract ends.....	21
32	Choice of law and courts	21
33	Counterparts.....	22
34	Costs.....	22
35	Announcements.....	22
	Defined Terms.....	23
	SCHEDULE 1 -DATA PROTECTION.....	27
	APPENDIX 1 -DATA PROTECTION PARTICULARS.....	34

1 What words mean

- 1.1 Some of the words and phrases in this document mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of this document.
- 1.2 The words below have the following meanings:
 - 1.2.1 'You' and 'your' mean the Customer.
 - 1.2.2 Phrases that refer to 'we', 'our', 'us', 'each of us', 'each of our', 'both of us', 'we each', 'we will each', 'we will both', 'whichever of us', 'one of us', 'neither of us', 'either of us', 'either of our', 'either one of us' and 'we both' mean one or both of Gibtelecom and the Customer, whichever makes sense in the context of the sentence.
- 1.3 The words 'include' or 'including' do not limit something to just the examples that follow.
- 1.4 Any time either of us has a right or obligation that we may exercise or perform, then whether either of us chooses to exercise or perform that right or obligation will be in that party's sole discretion.
- 1.5 Any reference to a specific law or regulation in the Contract includes that law or regulation as amended, replaced or extended.

2. When the Contract starts and how long it lasts

- 2.1 The Contract starts on the Effective Date and will continue for the duration of the Service Term or one of us ends it in a way that the Contract allows or Gibtelecom is no longer providing you with any Services for a continuous period of three (3) calendar months and there are no outstanding Service Orders and all invoices are paid.
- 2.3 All Services provided under the Contract shall continue for the Initial Term and shall be renewed automatically thereafter for recurring periods of twelve (12) months (each a "Renewal Term") in each case subject:
 - (a) to early termination by either of us in way that is allowed under the Contract; or
 - (b) to termination by either of us on ninety (90) calendar days' notice such notice to expire no later than the end of the then-current Initial Term or Renewal Term, as applicable.
- 2.4 Each Service Order will be an amendment to this Contract.

- 2.5 If a Service or Service Order terminates or expires for any reason other than when the Contract is terminated or expired in its entirety, the rest of the Service Orders in place will remain unaffected and both of us will continue to perform each of our obligations under them as agreed in the Contract.

3 Some basic principles

- 3.1 Gibtelecom confirms that it is a legal corporation, authorised to agree the Contract and provide all the Services.
- 3.2 You confirm you are legally set up as a business, authorised to agree the Contract and carry out your responsibilities under it.
- 3.3 The Gibtelecom Privacy Policy sets out how Gibtelecom uses your Personal Data and includes more details about what Gibtelecom can do with it, your rights and Gibtelecom's obligations.

The Service

4 What Gibtelecom has to do

- 4.1 Gibtelecom will:
- 4.1.1 provide you with a Customer Committed Date for each Service and will use reasonable endeavours to meet any Customer Committed Date;
 - 4.1.2 provide each Service with the care and skill that would reasonably be expected in the circumstances;
 - 4.1.3 comply with Applicable Law;
 - 4.1.4 provide information relating to your use of a Service to authorities, regulators and law enforcement agencies, if it is legally required to; and
 - 4.1.6 if applicable to a Service, take reasonable steps to stop anyone getting unauthorised access to any part of the Gibtelecom Network.
- 4.2 Gibtelecom may change any Service so long as the performance of the Service is not materially adversely affected. These sorts of changes might include:
- 4.2.1 introducing or removing features of a Service; or

4.2.2 replacing a Service with a materially equivalent Service.

5 What you have to do

You will:

- 5.1 provide Gibtelecom with the names and contact details of the Customer Contact, but Gibtelecom may also accept instructions from a person who Gibtelecom reasonably believes is acting with your authority;
- 5.2 provide Gibtelecom with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and you will make sure the information is accurate and complete;
- 5.3 complete any preparation activities that Gibtelecom may request to enable you to receive a Service promptly and in accordance with any reasonable timescales;
- 5.4 cooperate with Gibtelecom and comply with any reasonable requests Gibtelecom makes to help it provide the Services;
- 5.5 comply with Applicable Law, and make sure that your Users do as well;
- 5.6 comply with the Acceptable Use Policy;
- 5.7 for Sites not under Gibtelecom's control, get all the consents, licences, permissions and authorisations we both need and keep them up to date so Gibtelecom can provide the Services at the Sites, including for:
 - 5.7.1 making alterations to buildings;
 - 5.7.2 getting into property;
 - 5.7.3 dealing with local authorities, landlords or owners;
 - 5.7.4 installing Gibtelecom Equipment or Purchased Equipment; and
 - 5.7.5 using the Services at a Site.

6 If you do not comply with the Acceptable Use Policy

- 6.1 If you do not comply with the Acceptable Use Policy, you will be liable for any Claims, losses, costs or liabilities that Gibtelecom incurs as a result.

- 6.2 Gibtelecom may, where there is a serious breach of the Acceptable Use Policy, report you and provide your personal information, including Personal Data, to the relevant law enforcement agency.

7 When Gibtelecom IS not to blame

Gibtelecom will not be liable if it fails to do something it is supposed to under the Contract (including not carrying out any of its responsibilities, carrying them out late or not meeting any Service Levels), whether or not there is a Force Majeure Event (in which case, Clause 22 applies), to the extent Gibtelecom's failure is due to:

- 7.1 your failure to carry out any of your responsibilities under the Contract, or you carrying them out late, in which case you will pay Gibtelecom for any reasonable costs Gibtelecom incurs as a result of your failure;
- 7.2 anyone other than Gibtelecom Group, Gibtelecom's Affiliates, subcontractors or suppliers doing something, or not doing something they need to do; or
- 7.3 restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

Payments

8 Paying what you owe Gibtelecom

- 8.1 You will pay and be responsible for the Charges, whether a Service is used by you or someone else. This includes all Charges resulting from unauthorised or fraudulent use.
- 8.2 Gibtelecom will invoice you, and you will pay Gibtelecom, in the currency stated within thirty (30) calendar days of the date of such invoice in cleared funds to the account specified in the invoice without any set-off, counterclaim or deduction.
- 8.3 Gibtelecom will work out the Charges based on details that Gibtelecom records or that are recorded for Gibtelecom.
- 8.4 Usage -based charges shall be invoiced monthly in arrears. Other one-off and recurring charges will be invoiced monthly at the beginning of the calendar month to which the charges relate.

- 8.5 Charges for Services provided for a partial month will be prorated based on the charges for a calendar month.
- 8.6 The Supplier reserves the right to charge interest on any invoiced amounts outstanding. Any interest will be charged at an annual rate of 2% above the base rate of the Bank of England. Without prejudice to any other provision of this Contract, if any undisputed invoice remains outstanding for more than a period of thirty (30) calendar days from the date when it became due, and provided that the Supplier has given the Customer written notice reminding the Customer of such outstanding payment obligation, the Supplier reserves the right, upon giving fourteen (14) calendar days' prior written notice to Customer, to suspend the Services provided hereunder without liability to the Customer.
- 8.7 The Parties hereby agree that:
- (a) all Charges and any amounts due under this Agreement from the Customer to the Supplier shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law);
 - (b) if the Customer is or was required by law to make any deduction or withholding from any payment due hereunder to the Supplier, then, notwithstanding anything in this Agreement to the contrary, the gross amount payable by the Customer to the Supplier will be increased such that, after any such deduction or withholding for taxes, the net amount received by the Supplier will not be less than the amount that the Supplier would otherwise have received but for such deduction or withholding;
- 8.8.1 Notwithstanding anything to the contrary in this Contract, the Customer hereby irrevocably and unconditionally agrees that the Supplier shall be entitled (at its sole discretion) to increase the Charges to the Customer:
- (a) pursuant to a Change Service Order [in instances where the scope of the Services, and therefore the corresponding Charges initially detailed in the Service Order have changed,] in accordance with Clause 4 (Changes to Service Orders);
 - (b) on the expiry of the Initial Term, by giving notice to the Customer prior to such expiry, taking into account factors including, but not limited to, whether the Customer intends to make a further term commitment and the length of any such commitment.
 - (c) once in any given twelve (12) month period as may be necessary to reflect the annual increase in RPI as published in the latest available General Index of Retail Prices Notification issued by Her Majesty's Government of

Gibraltar's Statistics Office by giving the Customer thirty (30) calendar days' notice of any increase under this clause, which increase shall take effect automatically on the expiry of such notice period; and

(d) at any time during the Service Term, with immediate effect upon written notice to the Customer, in the event that either of the following events materially and unavoidably increases the cost of the Supplier to deliver the Services:

- i. a change in Applicable Law resulting in a mandatory imposition upon the Supplier; or
- ii. where through no fault of its own, the Supplier is required to pay increased costs to third parties for their services (including, but not limited to, licensor fees electricity/grid power flexible cost adjustment or supply costs);

8.8.2 If there is an increase in charge to the Customer as referred to in Clause 4 and the increase is the equivalent of more than ten per cent (10%) of the then MRC, then the Customer may, by giving written notice to the Supplier, terminate the Services so affected without payment of any applicable termination charge. Any notice of termination given by the Customer under this clause must be delivered to the Supplier in writing within thirty (30) calendar days from the date when notice of the increase was given to the Customer.

9 Disputing an invoice

9.1 If you do not agree with something in an invoice Gibtelecom sends you before you have made payment, you will give Gibtelecom Notice within 28 days after the date of the invoice.

9.2 We will both settle an invoice dispute in accordance with Clause 24 and you will pay the amount we both finally agree on within seven days of both of us agreeing it

Protecting Information

10 Intellectual Property Rights

10.1 Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Contract or came after it.

- 10.2 If Gibtelecom provides you with Software so you can use a Service, Gibtelecom gives you a non-transferable and non-exclusive licence to use the Software only for the purposes and in the manner set out in the Service Order. As well as any terms of the Contract, you will also comply with any third-party terms that Gibtelecom makes known to you that apply to the use of the Software or Service.
- 10.3 You will not, and will ensure that your Users do not, copy, decompile, modify or reverse engineer any Software, or let anyone else do that, unless Gibtelecom has given you permission in writing.
- 10.4 The licence Gibtelecom gives you in Clause 10.2 will last as long as Gibtelecom provides you with the relevant Service.
- 10.5 If your use of any Service infringes, or allegedly infringes, someone else's Intellectual Property Rights, Gibtelecom will indemnify you for any Claims, losses, costs or liabilities brought against you as long as you comply with the terms set out in Clause 21.7.
- 10.6 The indemnity in Clause 10.5 will not apply to any part of a Claim that results from or is connected with:
- 10.6.1 your use of any of the Services with equipment, software or another service Gibtelecom has not supplied;
 - 10.6.2 you modifying the Services without Gibtelecom's permission;
 - 10.6.3 any content, designs or specifications that have not been supplied by Gibtelecom or on Gibtelecom's behalf; or
 - 10.6.4 you using any of the Services in a way Gibtelecom has not agreed.
- 10.7 You will indemnify Gibtelecom for any Claims, losses, costs or liabilities brought against Gibtelecom that results from or is connected with:
- 10.7.1 your use of a Service with equipment, software or another service Gibtelecom has not supplied;
 - 10.7.2 you modifying a Service, without Gibtelecom's permission;
 - 10.7.3 any content, designs or specifications that have not been supplied by Gibtelecom or on Gibtelecom's behalf; or
 - 10.7.4 you using any of the Services in a way not permitted by this Contract.
- 10.8 You will stop any activity that led to the Claim against Gibtelecom as soon as Gibtelecom gives you Notice or you become aware, or should reasonably have become aware, that your activity was causing a Claim against Gibtelecom.

10.9 If using a Service leads to a Claim against you as described in Clause 10.5, or Gibtelecom believes it is likely to lead to one, Gibtelecom may, at Gibtelecom's expense:

10.9.1 get you the right to carry on using the Service; or

10.9.2 modify or replace the relevant parts of the Service so that using the Service no longer infringes someone else's Intellectual Property Rights, as long as the performance of the relevant parts of the Service is not materially affected.

10.10 The indemnity under Clause 10.5 and the actions in Clause 10.9 are the only remedies you will have for Claims that your use of the Service infringes someone else's Intellectual Property Rights.

11 Keeping things confidential

11.1 We will both keep all Confidential Information confidential and neither of us will disclose it, unless one of us needs to do that:

11.1.1 to meet our responsibilities or to receive any benefit under the Contract, and then only to our employees, agents, Affiliates, officers, directors, advisers and, for Gibtelecom only, Gibtelecom's subcontractors and suppliers, who need to know; or

11.1.2 because Applicable Law, a government or regulatory authority, or court of competent jurisdiction says we have to and the party disclosing it will give the other as much notice as reasonably possible before any disclosure.

11.2 The party disclosing the Confidential Information in accordance with Clause 11.1.1 will ensure that the people receiving it comply with this Clause 11.

11.3 Each of us will return or destroy any of the other's Confidential Information within a reasonable time of the other requesting this by giving Notice.

11.4 This Clause 11 will stay in place for a period of three years following the end of this Contract.

12 Data Protection

12.1 The Parties agree to comply with the provisions of Schedule 1.

Ending a Service or the Contract

13 When Gibtelecom may restrict or suspend a Service

- 13.1 Gibtelecom may restrict or suspend any Service at its sole discretion, and without any liability to you:
- 13.1.1 if Gibtelecom needs to do Maintenance;
 - 13.1.2 if Gibtelecom is instructed or requested to do so by a regulatory or other competent authority or is otherwise compelled to do so under Applicable Law;
 - 13.1.3 if Gibtelecom has reasonable and bona fide grounds to suspect fraud or misconduct in connection with the use of the Services;
 - 13.1.4 if Gibtelecom reasonably believes that the suspension of the Services is necessary to protect its Equipment and/or the provision of services by it to other customers of Gibtelecom;
 - 13.1.5 to implement a change under Clause 4.2;
 - 13.1.6 if you do not pay Gibtelecom on time and in the way described in Clause 8; and
 - 13.1.7 if Gibtelecom reasonably believes:
 - (a) you have not followed the Acceptable Use Policy; or
 - (b) it needs to in order to protect the integrity or security of the Gibtelecom Network.
- 13.2 If Gibtelecom restricts or suspends a Service because of the reasons in Clauses 12.1.6 or 12.1.7:
- 13.2.1 you will still have to pay the Charges that are payable for the Service until the Service ends; and
 - 13.2.2 Gibtelecom may apply a Charge to start the Service again.
- 13.3 If Gibtelecom decides to restrict or suspend a Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can.

14 Cancelling a Service Order before the Service Start Date

- 14.1 You may cancel a Service Order by giving Gibtelecom Notice, as long as the Notice reaches Gibtelecom before the Service Start Date.
- 14.2 If you cancel a Service Order in accordance with Clause 13.1, then:
 - 14.2.1 if the cancellation has any impact on volume commitments or otherwise affects the agreed Charges, Gibtelecom may amend the Charges to reflect this; and
 - 14.2.2 you will pay Gibtelecom the Cancellation Charges that are described in the Service Order. If there are no Cancellation Charges in the Service Order, but Gibtelecom has incurred any costs in order to get ready to provide your Service, including cancellation charges from one of Gibtelecom's subcontractors or suppliers or other costs payable to a third party, you will pay Gibtelecom those costs that are reasonable in accordance with Clause 8.

15 If either of us want to terminate the Contract or a Service

- 15.1 Either of us at any time on or after the relevant Service Start Date may terminate the Contract in whole or in part or a Service by giving Notice in accordance with Clause 14.2 and we will each have to pay the other the amounts set out in Clause 19.
- 15.2 The required Notice period for terminating under Clause 14.1 is:
 - 15.2.1 as set out in Part A of the S for that Service; or
 - 15.2.2 if it is not set out in the Service Order, 90 days.
- 15.3 As long as you pay the amounts as set out in Clause 19 you may, if Gibtelecom agrees, give Gibtelecom Notice as set out in Clause 14.1 with either:
 - 15.3.1 a shorter Notice period than as set out Clause 14.2; or
 - 15.3.2 with no advance Notice period.

16 Terminating the Contract when something has gone wrong

Either Party may terminate the Contract in whole or in part or an affected Service straightaway by giving the other party Notice to terminate if:

- 16.1 the other party materially breaches the Contract and, where it is possible, they do not put the situation right within 30 days after Notice of their breach;
- 16.2 the other materially breaches the Contract and the situation cannot be put right; or
- 16.3 an Insolvency Event applies to the other, and we will each have to pay the other the amounts referred to in Clause 19.

17 Terminating the Contract if there is an event beyond either of our control

- 17.1 If a Force Majeure Event means a Service is completely and continuously unavailable for more than 3 consecutive months, either of us may terminate a Service straightaway by giving the other Notice, as long as the Force Majeure Event is still having an effect when the Notice is received, and we will each have to pay the other the amounts referred to in Clause 19.
- 17.2 If the Force Majeure Event has ceased before any Notice to terminate is received by one of us, the right set out in Clause 19.1 will end and the Notice will have no effect.

18 What happens when the Contract is terminated

If the Contract, a Service or any Service Order is cancelled, terminated or expires, for any reason, it will not affect any rights that either Party have up to that point.

19 What we both need to pay when the Contract is terminated

- 19.1 If:
- 19.1.1 the Contract, any Service or any Service Order is cancelled, terminated or expires for any reason, each of us will immediately pay the other any money and interest that is due on the date of termination;
 - 19.1.2 the Contract, in whole or in part, or any affected Service is terminated in accordance with Clause 16, the party terminating may alternatively set off any amounts due under thi19
- 19.2 If you terminate the Contract in whole or in part or any Service using your rights set out in Clause 15 you will pay Gibtelecom:
- 19.2.1 the Termination Charges; and
 - 19.2.2 all Charges for Services that are or would have been performed during the Notice period set out in Clause 15.2, whether or not the Notice period is actually given.

If Something Goes Wrong

20 How far each of us can be held responsible

- 20.1 The Contract excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.
- 20.2 Nothing in the Contract excludes or limits the liability of either of us for:
- 20.2.1 death or personal injury caused by either of us being negligent;
 - 20.2.2 fraud or fraudulent misrepresentation; or
 - 20.2.3 any other liability that cannot be excluded or limited under Applicable Law.
- 20.3 Other than for those matters set out in Clause 20.2, neither of us will be held liable, regardless of how that liability arose, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for:

20.3.1 any of the following losses, no matter if those losses are direct or indirect:

- (a) loss of profit, revenue or anticipated savings;
- (b) loss of business or contracts;
- (c) loss of good will;
- (d) loss from wasted expenditure, wasted time or business interruption;
- (e) loss, destruction or corruption of data;
- (f) liability to any third parties unless a Clause in the Contract says something different; and
- (g) any special, indirect or consequential loss or damage.

20.4 Other than for those matters set out in Clause 20.2 and Clause 20.5, in relation to each Service, the total liability of either of us, regardless of how that liability arose, and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of:

20.4.1 £100,000; and

20.4.2 an amount equal to:

- (a) where the first incident occurs in the first 12 months of the Contract, the Charges that were paid or payable by you, or would have been paid or payable by you had the incident not occurred, for the first 12 months from the Effective Date; or
- (b) were the first incident occurs at any other time, the mean of the monthly Charges that were paid or payable by you, from the Effective Date to the date when the first incident occurred, multiplied by 12.

20.5 Your obligations to:

20.5.1 pay any Charges due under the Contract including any interest payable under Clause 8 and any taxes due in connection with the Charges, together with any interest, fines and penalties payable due to your failure to correctly withhold and pay taxes where applicable;

20.5.2 refund any Service Credits; or

20.5.3 pay any Termination Charges,

are in addition to and will not be counted towards the limitations set out in Clause 19.4.

- 20.6 Regardless of what it may say elsewhere in the Contract, both of us will take reasonable steps to mitigate each of our losses, even where that loss occurs as a result of anything that may give rise to a Claim under an indemnity.
- 20.7 If either of us has agreed to indemnify the other under the terms of the Contract, that indemnity is only given as long as the party being indemnified:
 - 20.7.1 tells the party giving the indemnity promptly about the Claim;
 - 20.7.2 gives the party giving the indemnity complete control of the Claim straight away;
 - 20.7.3 does not say anything publicly about the Claim, or do anything that harms the defence of it; and
 - 20.7.4 does what it can to help the party giving the indemnity with the Claim.
- 20.8 If Gibtelecom fails to meet a Service Level and this means that you are entitled to Service Credits, the only remedy available to you for that failure will be to receive those Service Credits, except when Gibtelecom's failure amounts to material breach of the Contract, in which case, Gibtelecom will take the value of any Service Credits given from any amount agreed as payable by Gibtelecom in accordance with Clause 22 or awarded by a court of competent jurisdiction.
- 20.9 Gibtelecom recommends that you obtain business continuity (or other) insurance that is appropriate for the nature of your business, just in case something goes wrong.
- 20.10 Provided Gibtelecom has complied with its obligation set out in Clause 4.1.6, Gibtelecom will not be held responsible for any loss or damage caused by unauthorised access to any part of the Gibtelecom Network.

21 Force Majeure Events

If there is a Force Majeure Event the party whose performance is affected by the Force Majeure Event will:

- 21.1 not be liable for failing to do something they should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event; and

- 21.2 get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event.

22 Settling disputes

- 22.1 If a dispute arises out of or in connection with this Contract that cannot be promptly settled amicably through ordinary negotiations between the appropriate representatives of the Parties, the dispute shall be referred to senior representatives of each Party who will endeavour in good faith to resolve the dispute.
- 22.2 The Parties' representatives and the personnel at the senior level to whom a dispute must be escalated in accordance with Clause 22.1 are those as may be notified by each Party to the other from time to time.

23 Arbitration

- 23.1 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, may be referred to and finally resolved by binding arbitration under the Arbitration Act by a Party.
- 23.2 The arbitration, if so engaged, shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties.
- 23.3 The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within fifteen (15) days of receipt of such intimation, the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with the Arbitration Act.
- 23.4 The Parties further agree as follows:
- (a) Place of Arbitration. The place of arbitration shall be Gibraltar.
 - (b) English Language. The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
 - (c) Enforcement of Award. The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act

subject to the rights of the aggrieved parties to secure relief from any higher forum.

(d) **Governing Rules.** The International Chamber of Commerce Rules on Arbitration (as revised from time to time) shall be the rules for the conduct of the arbitration.

(e) **Performance During Dispute.** Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Contract without prejudice to a final adjustment in accordance with such award.

Everything Else

24 Sending Notices under the Contract

24.1 If one of us needs to give the other Notice, they will do it in writing, in English and:

24.1.1 send it by email;

24.1.2 deliver it by hand; or

24.1.3 send it by first class post, recorded delivery or courier.

24.2 Notices need to be sent to:

24.2.1 the recipient's current registered address; or

24.2.2 any other address or email address the recipient gives in a Notice to the sender.

24.3 If either of our contact details change, we will both tell the other straight away by giving Notice.

24.4 Any notice shall be considered to have been received by the addressee five (5) Business Days following the date of recorded postal delivery, the next Business Day following the date of delivery to an overnight courier, on the next Business Day where the notice is delivered by hand and on the same day if sent via electronic mail.

25 Transferring to another party

- 25.1 Either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Contract to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.
- 25.2 Gibtelecom may subcontract any of its responsibilities under the Contract to another entity, including to a Gibtelecom Affiliate, but if it does, it will still be responsible to you under the Contract.
- 25.3 If Gibtelecom subcontracts the performance of any of its rights or obligations to a Gibtelecom Affiliate as described in Clause 25.2, you will, once you receive Notice from Gibtelecom, deal directly with the Gibtelecom Affiliate for ordering, provisioning or maintaining the Services.
- 25.4 By giving you Notice, Gibtelecom can novate the Contract, a Service or an Order to a Gibtelecom Affiliate. If Gibtelecom does, all Gibtelecom's rights, responsibilities and liabilities will transfer to the Gibtelecom Affiliate and you will need to deal with the Gibtelecom Affiliate instead of Gibtelecom as Gibtelecom will no longer be a party to the Contract in relation to the relevant Service.
- 25.5 We both agree that either of us, or an Affiliate of either of us, may enter into a separate contract with an Affiliate of the other, which will incorporate these General Terms and the relevant Service Orders ("Affiliate Contract").
- 25.6 Either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.

26 No partnership or agency arrangement

Unless a Clause in the Contract says something different, the Contract does not:

- 26.1 set up any partnership, exclusive arrangement or joint venture between us;
- 26.2 make one of us the agent of the other; or
- 26.3 authorise either of us to enter any commitments for, or on the behalf of, the other.

27 No waiver

If either of us does not do, or delays doing, something that this Contract allows, they will not have waived their right to do it, unless the Contract says something different.

28 What happens if part of the Contract is illegal, invalid or unenforceable

- 28.1 If any court of competent jurisdiction finds that any part of the Contract is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Contract will be affected.
- 28.2 If any illegal, invalid or unenforceable part of the Contract would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Contract so it reflects what we both originally intended as much as possible.

29 Service Amendment

- 29.1 You may request, by giving Gibtelecom Notice, a change to:
 - 29.1.1 a Service Order for a Service at any time before the applicable Service Start Date; or
 - 29.1.2 a Service at any time after the Service Start Date, and where Gibtelecom agrees to the change you will pay any additional Charges.
- 29.2 If you request a change in accordance with Clause 29.1, except where a change results from Gibtelecom's failure to comply with its obligations under the Contract, Gibtelecom will, within a reasonable time, provide you with a written estimate, including:
 - 29.2.1 the likely time required to deliver the changed Service; and
 - 29.2.2 any changes to the Charges due to the changed Service.
- 29.3 Gibtelecom has no obligation to proceed with any change that you request in accordance with Clause 29.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.

- 29.4 If Gibtelecom changes a Service prior to the Service Start Date because you have given Gibtelecom incomplete or inaccurate information, Gibtelecom may, acting reasonably, apply additional Charges.

30 Making changes to the Contract

- 30.1 Unless a Service Order says something different, changes to the Contract will only be effective if they are in writing and are signed by both of us.
- 30.2 Neither of us needs the consent of any Affiliate to vary or terminate the Contract. Any termination of the Contract will not terminate any individual Affiliate Contracts.

31 After the Contract ends

At the end of the Contract, provisions in the Contract that we both expect to remain in place after it ends will stay in place.

- 31.1 The Contract sets out the whole agreement between both of us and replaces any previous communication between us.
- 31.2 Your own standard terms are not part of the Contract even if you provided them to Gibtelecom before signing the Contract, or if you send them to Gibtelecom or refer to them in a Service Order.
- 31.3 By agreeing the Contract, each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Contract. Each of us also waives all rights and legal remedies they might have had if it were not for this Clause 31.

32 Choice of law and courts

- 32.1 The laws of Gibraltar will apply to the Contract and any disputes or claims in connection with it or our relationship, including non-contractual ones.
- 32.2 Only the courts of Gibraltar will be able to rule on any disputes or claims in connection with the Contract or our relationship, including non-contractual ones.

- 32.3 The parties to an Affiliate Contract may agree that a local court of competent jurisdiction will have jurisdiction in relation to that Affiliate Contract.

33 Counterparts

The Contract can be signed on one or more copies. Any single counterpart, or a set of counterparts signed, in either case, by both of us will constitute a full original of the Contract for all purposes.

34 Costs

Except as expressly provided in this Agreement, each Party shall bear its own costs incurred in relation to the negotiation, preparation and execution of this Agreement and any documents referred to in it.

35 Announcements

No Party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Party, except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction.

These are the General Terms that apply to any Service you buy from Gibtelecom. Specific Services have their own Service Orders with more detailed terms.

Defined Terms

“Acceptable Use Policy” means specific rules that you have to follow when using the Services. A copy of these can be found at www.gibtele.com.

“Affiliate” means any entity that directly or indirectly controls or is controlled by either one of us, or is jointly controlled with either you or Gibtelecom.

“Affiliate Contract” has the meaning given in Clause 25.5.

“Annex” means any annex to this Contract that describes a Service or sets out specific terms that apply to it.

“Applicable Law” means the laws of Gibraltar and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service.

“Business Day” means any day that is not a Saturday, Sunday or a day that is a public holiday in Gibraltar.

“Cancellation Charges” means any compensatory charges payable by you to Gibtelecom on cancellation of a Service Order in accordance with Clause 14 and as set out in a Service Order.

“Charges” means the fees and charges that you pay in relation to Service as set out in the Service Order.

“Claim” means any legal claims, actions or proceedings against one of us, whether threatened or actual, whether by a third party or the other party to this Contract.

“Confidential Information” means confidential information either of us (or each of our officers, employees, agents, subcontractors, suppliers, advisers or Affiliates) gives the other after the date of the Contract, no matter how it is recorded, stored or disclosed and includes:

- (a) the Contract;
- (b) information about technical or commercial know - how, specifications, inventions, processes or initiatives; or
- (c) any information a reasonable business person would see as confidential about:
 - (ii) the business, affairs, customers, clients, subcontractors, suppliers, plans or strategy of either of us or our Affiliates; and
 - (iii) the operations, processes, product information, know -how, designs, trade secrets or software of either of us or our Affiliates,

but it does not include:

- (a) information that is available to the public, or becomes available, unless it is because one of us breaches the Contract;
- (b) information that was already available to the receiving party on a non-confidential basis;
- (c) information we both agree in writing is not confidential information; or
- (d) information that was developed by or for the receiving party independently of the confidential information.

“Contract” means the agreement between you and Gibtelecom that is made up of these General Terms, the Service Orders, any Annexes, and if applicable to any Service, the Gibtelecom Price List.

“Customer Contact” means any individuals authorised to act on your behalf for Service management matters.

“Customer Personal Data” means only the proportion of Personal Data where you are the Controller and that Gibtelecom needs to Process on your behalf as a Processor in providing the Services to you under the Contract.

“Data Protection Legislation” means the Gibraltar Data Protection Act 2018.

“Effective Date” has the meaning given to it on the cover sheet of this Contract.

“Force Majeure Event” means any event that neither of us can control and that stops or delays one of us from doing something, including:

- (a) natural event including a flood, a storm, lightning, a drought, an earthquake, or seismic activity;
- (b) an epidemic or a pandemic;
- (c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
- (d) any law made, or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
- (e) collapsing buildings, a fire, explosion or accident; or
- (f) any labour or trade dispute, a strike, industrial action or lockouts.

“GDPR” means the applied GDPR found in the DPA 2018.

“General Terms” means these terms.

“Gibtelecom Equipment” means any equipment and any related Software that Gibtelecom owns or that is licensed to Gibtelecom and that Gibtelecom uses to provide the Services.

“Gibtelecom Group” means Gibtelecom Group and its Affiliates.

“Gibtelecom Network” means the communications network owned or leased by Gibtelecom and used to provide a Service.

“Gibtelecom Privacy Policy” means the policy that Gibtelecom has implemented and may update from time to time on how it Processes Personal Data and that is set out at www.gibtele.com

“Gibtelecom Price List” means the document containing a list of Gibtelecom’s charges and terms that can be accessed at www.gibtele.com.

“Insolvency Event” means any of the following events that occurs where one of us:

- (a) becomes the subject of a bankruptcy order;
- (b) becomes insolvent;
- (c) makes any arrangement or composition with its creditors, or assignment for the benefit of its creditors;
- (d) goes into voluntary or compulsory liquidation, except for reconstruction or amalgamation purposes;
- (e) stops trading or operating;
- (f) owns any assets that are material to the operations of all or substantially all of its business that are seized or have a receiver or administrator appointed over them; or
- (g) faces any of these situations because a notice is given, a petition is issued, a resolution is passed, or any other step is taken in their jurisdiction.

“Initial Term” in relation to any Service means the period specified on the relevant Service Order.

“Intellectual Property Rights” means any trademark, service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world. Any applications for registering any of these rights that can be registered in any part of the world are also included.

“Maintenance” means any work on the Gibtelecom Network or Services, including to maintain, repair or improve the performance of the Gibtelecom Network or Services.

“Notice” means any notice to be given by one of us to the other under the Contract in accordance with Clause 24.

“Open Source Software” means software Gibtelecom has distributed to you that is licensed under a separate open source licence.

“Renewal Term” has the meaning given in clause 2.3.

“Service Order” means any Service Order or part of a Service Order you give to Gibtelecom that is accepted by Gibtelecom for one or more Services.

“Purchased Equipment” means any equipment, including any Software, that Gibtelecom sells or licenses to you.

“Schedule” means any schedule that describes a Service and sets out the specific terms that apply to it.

“Service” means any service that Gibtelecom provides under the Contract. If relevant, it includes a service for a particular Site, or a part or component of a Service and may also include content that Gibtelecom has provided to you as well as Purchased Equipment.

“Service Credit” means any remedy for failure by Gibtelecom to meet a Service Level as set out in a Service Order.

“Service Level” means the agreed minimum level of performance Gibtelecom will provide for a Service.

“Service Start Date” means the date Gibtelecom first makes a Service available to you.

“Site” means any place identified in a Service Order to which Gibtelecom provides a Service.

“Software” means any software and related documentation (whether on tangible or intangible media) that Gibtelecom provides to you as part of a Service. It includes any embedded software, but it excludes Open Source Software.

“Sub-Processor” means a Gibtelecom Affiliate or Gibtelecom’s supplier or subcontractor that Gibtelecom engages to Process Customer Personal Data for the purposes of the Contract.

“Termination Charges” means any compensatory charges payable by you to Gibtelecom on termination of the Contract in whole or in part for a Service, in accordance with Clause 15 and as set out in a Service Order.

“User” means any person using the Service provided to the Customer (whether as a customer of Customer or any end user).

SCHEDULE 1 -DATA PROTECTION

The Parties agree to comply with the following terms.

INTERPRETATION AND DEFINITIONS:

1.1 In this Schedule, the following expressions shall have (save where the context otherwise requires) the meanings respectively attributed to them:

"Controller"	has the meaning set out in the Data Protection Laws;
"Customer Data"	means the Personal Data of the Customer Processed by (or on behalf of) either Party under, or in connection with, this Contract (by way of example only, including individual customers or Customer employees or employees within the Customer's Group) (as such Personal Data is more particularly described in Appendix 1 (<i>Data Protection Particulars</i>) to this Schedule);
"Data Protection Impact Assessment"	means an assessment of the impact of the envisaged Processing operations on the protection of Personal Data, as required by Article 35 of the GDPR;
"Data Protection Laws"	means all laws and regulations, including with regards to the processing of Personal Data to which a Party is subject, including the Gibraltar Data Protection Act 2018 ;
"Data Protection Particulars"	means, in relation to any Processing under this Contract those relating to the following as set out in Appendix 1: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects;
"Data Subject"	has the meaning set out in the Data Protection Laws;

"Data Subject Request"	means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his rights under the Data Protection Laws;
"EEA"	means the European Economic Area;
"GDPR"	Means the applied GDPR found within the DPA 2018.
"Group"	means in respect of either Party, that Party, its holding company, its subsidiaries and any other direct or indirect holding company or subsidiary from time to time of such holding company or subsidiary;
"ICO"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
"Losses"	means losses, liabilities, damages, compensation, awards, payments made under settlement arrangements, costs and other expenses including interest and penalties, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, legal and other professional fees and expenses arising from a claim or proceeding;
"Personal Data"	has the meaning set out in the Data Protection Laws and for the purposes of this Contract, includes Special Category Data described in the Data Protection Particulars (if any);
"Personal Data Breach"	has the meaning set out in the GDPR and, for the avoidance of doubt, includes a breach of paragraph 3.1.4;
"Processing"	has the meaning set out in the Data Protection Laws (and " Process " and " Processed " shall be construed accordingly);
"Processor"	has the meaning set out in the Data Protection Laws;

"Regulator"	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws, including (where applicable) in the UK, the ICO;
"Regulator Correspondence"	means any correspondence from the Regulator in relation to the Processing of the Customer Data;
"Restricted Country"	means a country, territory or jurisdiction which is not covered by an adequacy determination by a competent authority with jurisdiction over the Party who wishes to export the data outside of the EEA and/or the UK;
"Security Requirements"	means the technical and organisational measures prescribed by applicable Data Protection Laws, including, as appropriate, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR);
"Special Category Data"	shall mean the special categories of Personal Data, as described in Article 9 of the GDPR;
"Sub-Processor"	means any Processor engaged by the Supplier or a Supplier Group Company;
"Third Party Request"	means a request from any third party for disclosure of Customer Data where compliance with such request is required or purported to be required by law.

2. Capitalised terms not otherwise defined in this Schedule shall, for the avoidance of doubt have the meaning ascribed to them in the Contract.

Data protection

Arrangement Between the Parties

- 2.1 The Parties hereby agree that they will comply with all applicable requirements of the Data Protection Laws. The provisions of this Schedule are in addition to, and do not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

- 2.2 The Parties may each Process the Customer Data. The Parties acknowledge that for the purposes of the Data Protection Laws, the factual arrangement as between them dictates the designation of either Party as Controller or Processor.
- 2.3 Notwithstanding paragraph 2.1 the Parties anticipate that during the Term, the Supplier may process Customer Data where such Customer Data have been made available to the Supplier by the Customer (or another member of the Customer's Group (whether directly or indirectly).
- 2.4 Each of the Parties acknowledges and agrees that Appendix 1 (*Data Protection Particulars*) to this Schedule is an accurate description of the Data Protection Particulars.
- 2.5 The Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws. For the avoidance of doubt, the Customer's instructions for the Processing of Customer Personal Data shall comply with Data Protection Laws. The Customer shall have sole responsibility for the accuracy, quality, and legality of the Customer Data and the means by which the Customer acquired such Personal Data.

3. **Data Processor Obligations**

- 3.1 To the extent that the Supplier is acting as a Processor for and on behalf of the Customer as the Controller in relation to the Processing that it is carrying out arising out of, or in connection with, the performance of its obligations under this Contract, it shall:
- 3.1.1 Process Customer Data for and on behalf of the Customer (or another member of the Customer's Group, if applicable) for the purposes of performing its obligations under this Contract, and only in accordance with the terms of this Contract and any instructions from the Customer. Unless prohibited by law, if the Supplier is required by European Union law (or the law of one of the Member States of the European Union) to which Supplier is subject, to act other than in accordance with the instructions of the Customer, to the extent required under GDPR, the Supplier shall promptly, notify the Customer;
- 3.1.2 not otherwise modify, amend or alter the contents of the Customer Data unless specifically instructed to do so in writing by the Customer;
- 3.1.3 notify the Customer promptly if it considers, in its opinion (acting reasonably), that any of the Customer's instructions under paragraph 3.1.1 infringes any of the Data Protection Laws;

- 3.1.4 ensure that it has implemented and shall maintain the Security Requirements for the duration of the Processing of the Personal Data under the Contract;
- 3.1.5 appoint any Sub-Processor(s) under a written contract containing materially equivalent obligations to those in this paragraph 2 (Data Protection). Supplier shall provide the Customer with details of Sub-Processor(s) on request. Supplier will provide the Customer with a copy of the agreements with Sub-Processors if requested to do so by the Customer. The Supplier may redact commercial terms from such agreements before disclosing them to the Customer;
- 3.1.6 notify the Customer of any changes to, or addition of new, Sub-Processor(s) and give the Customer ten days (from date of receipt of the notice) to object to the change or addition in Sub-Processor on reasonable and objectively justifiable ground;
- 3.1.7 take all reasonable steps to ensure the reliability and integrity of any of its staff who Process Customer Personal Data, and ensure that each member of its staff Processing Customer Data is subject to a binding written contractual obligation with the Supplier or under professional obligation to keep the Customer Data confidential (except where disclosure is required in accordance with applicable law, in which case the Supplier shall, where practicable and not prohibited by applicable law, notify the Customer of any such requirement before such disclosure);
- 3.1.8 within thirty (30) calendar days of a request from the Customer, provide the Customer with written evidence of its compliance with the requirements of this paragraph 2 (*Data Protection*). Where such written evidence does not satisfy the Customer (using reasonable and objective exercise of judgement) of compliance, the Supplier shall allow its data processing facilities, procedures and documentation applicable to the Processing of the Customer Data under this Contract, to be submitted for inspection or audit by the Customer (and/or its representatives, including its appointed auditors subject to such representatives or auditors having agreed to appropriate confidentiality obligations) in order to ascertain compliance with the terms of this paragraph 2 (*Data Protection*), and provide reasonable information, assistance and co-operation to the Customer, including access to relevant staff and/or, on the request of the Customer. The Customer shall reimburse the Supplier for any time expended by the Supplier or its Group Companies for any such on-site inspection or audit. Before the commencement of any such on-site audit, the Customer and the Supplier shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for

which the Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the sources expended by the Supplier or any Supplier Group Company. The Customer shall promptly provide Supplier with information regarding any non-compliance discovered during the course of an audit;

- 3.1.9 not disclose Customer Data to a third party (other than a Sub-processor) in any circumstances without the Customer's prior written consent;
- 3.1.10 not Process or otherwise transfer any Personal Data to a Restricted Country before putting in place a legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time such as the EU-US Privacy Shield certification, European Commission approved model clauses and/or a direct data processing agreement;
- 3.1.11 notify the Customer promptly (and in any event within forty-eight (48) hours) following its receipt of any Data Subject Request or Regulator Correspondence or Third Party Request, and shall:
 - (a) not disclose any Customer Data in response to any Data Subject Request or Regulator Correspondence or Third Party Request without the Customer's prior written consent; and
 - (b) provide the Customer promptly and in any event in accordance with the instructions of the Customer to enable it to comply with the relevant timescales set out in the Data Protection Laws with all reasonable co-operation and assistance required by the Customer in relation to any such Data Subject Request or Regulator Correspondence or Third Party Request;
- 3.1.12 notify the Customer promptly upon becoming aware of any actual or suspected Personal Data Breach, and:
 - (a) implement any commercially reasonable measures necessary to restore the security of compromised Customer Data; and
 - (b) assist the Customer to make any notifications to the Regulator and affected Data Subjects;
- 3.1.13 except to the extent required by law (being the governing law of this Contract, or one of the Member States of the European Union or otherwise, as applicable in relation to the legal obligations of each Party), on termination or expiry of this Contract (as applicable), cease Processing all Customer Data and return and/or

permanently and securely destroy (as directed in writing by the Customer) all Customer Data and all copies in its possession or control.

- 3.1.14 comply with the obligations imposed upon a Processor under the Data Protection Laws; and
- 3.1.15 use all reasonable endeavours to assist the Customer to comply with the obligations imposed on the Controller by the Data Protection Laws, including:
 - (a) obligations relating to ensuring the security and integrity of the Customer Data;
 - (b) obligations relating to notifications and communication of Personal Data Breaches required by the Data Protection Laws to the Regulator and/or any relevant Data Subjects; and
 - (c) undertaking any Data Protection Impact Assessments that are required by the Data Protection Laws (and, where required by the Data Protection Laws, consulting with the Regulator in respect of any such Data Protection Impact Assessments).
- 3.2 Notwithstanding anything in this Contract to the contrary, this paragraph 2 (*Data Protection*) shall continue in full force and effect for so long as the Supplier Processes any Customer Data.
- 3.3 Each Party shall use its reasonable endeavours to assist the other Party to comply with any obligations under the Data Protection Laws and shall not perform its obligations under this Contract in such a way as to cause the other Party to breach any of its obligations under the Data Protection Laws to the extent that such Party is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- 3.4 Except as otherwise provided, this Contract does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in any Customer Data.
- 3.5 For the avoidance of doubt the limitations and exclusions on liability set out in the Contract shall apply to any and all Liabilities and Losses arising under this Schedule 1.

APPENDIX 1 -DATA PROTECTION PARTICULARS

The subject matter and duration of the Processing	Provision of services under the terms, and duration, of the Contract
The nature and purpose of the Processing	Collecting, storing and using user contact details to provide access, scheduled maintenance notifications, incident notification, and other services under the terms of the Contract
The type of Personal Data being Processed	First and last name Telephone number Email address Job title Special Category Data: None
The categories of Data Subjects	Employees, Consultants, Contractors carrying out maintenance and support services to the service.