



## Terms and Conditions (SaaS and Showcase Solutions)

March 2022

These Terms and Conditions govern the provision of GForces products and services as set out in the Order Confirmation Form which references these Terms and Conditions.

## 1. Definitions and interpretation

1.1 The definitions and rules of interpretation in this clause 1 apply.

Definitions:

<b>Agreement</b>	these Terms and Conditions and the Order Confirmation Form signed by the Parties which references these Terms and Conditions
<b>Applicable Laws</b>	all applicable laws, rules, regulations, codes of practice or other requirements of regulatory authorities, as amended from time to time;
<b>Authorised Users</b>	those persons who are authorised by Customer (or a Dealer that is a sublicensee under clause 3.1) to use the Software Services, as further described in Clause 3 and the Order Confirmation Form
<b>Business Day</b>	any day which is not a Saturday, Sunday or public holiday in the UK or in the Territory
<b>Browser Policy</b>	GForces' browser and device policy as updated from time to time and which is available at <a href="https://www.gforces.co.uk/browser-and-device-policy/">https://www.gforces.co.uk/browser-and-device-policy/</a>
<b>Confidential Information</b>	information that is either clearly labelled as confidential or would be regarded as confidential by a reasonable business person. Confidential Information includes information relating to the business, customers, suppliers, operations, processes, know-how, designs, trade secrets, services, software, strategy, performance metrics or market opportunities of the disclosing party
<b>Content</b>	all text, information, data, software, executable code, images, audio or video material in whatever medium or form provided by GForces to Customer for incorporation in the Customer Website or otherwise for use as part of the Services
<b>Customer</b>	the legal entity on whose behalf the Order Confirmation Form is signed
<b>Customer's Personal Data</b>	Personal Data provided by or on behalf of the Customer (or any Dealer sublicensed pursuant to clause 3.1) to GForces for the purposes of access to the Software and provision of the Services
<b>Customer Website</b>	any website (or elements thereof) hosted, managed on behalf of or provided to the Customer by GForces as part of the Services (including any e-commerce elements)
<b>Data Controller</b>	as defined in the Data Protection Legislation
<b>Data Processor</b>	as defined in the Data Protection Legislation
<b>Data Protection Legislation</b>	the General Data Protection Regulation ((EU) or any successor legislation to the GDPR that is applicable to the Customer's territory
<b>Data Subject</b>	as defined in the Data Protection Legislation

<b>Dealer</b>	a company within Customer's franchised distribution network in the Territory
<b>Delivery</b>	as defined in clause 6.10
<b>Delivery Services</b>	the delivery of the Hardware to a Location (or to any other location agreed between the parties)
<b>Distributed Code</b>	HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by GForces in connection with use of the Services
<b>Effective Date</b>	the date the Order Confirmation Form is signed on behalf of Customer
<b>Fees</b>	the fees set out in the Order Confirmation Form (including as applicable Delivery Fees, Hardware Fees, Installation Fees, Maintenance Fees, Professional Services Fees, Set-up Fees, Software Licence Fees, Survey Fees and Transaction Fees) and any other fees connected with the Agreement
<b>Full Survey</b>	the site survey services described in clause 6.2.1
<b>GForces</b>	G Forces Web Management Limited
<b>GForces Data</b>	data that is collected by GForces and then anonymised and retained for analytics purposes, including but not limited to (i) unique ids generated by GForces' systems; (ii) geographical information (IP address and area codes but not full postcodes); and (iii) anonymised enquiry data, together with all information and reports produced using such data
<b>Handover Date</b>	the date on which GForces hands over the operational Software, logins and passwords to Customer after configuration and set-up (in accordance with clause 5.2)
<b>Hardware</b>	if the purchase of Hardware is included in the Agreement, the items of Hardware set out in the Order Confirmation Form
<b>Hardware Fees</b>	the fees payable by Customer to GForces in respect of the Hardware, as set out in the Order Confirmation Form
<b>Installation Fees</b>	the fees payable for the Installation Services, as set out in the Order Confirmation Form
<b>Installation Services</b>	installation of the Hardware at a Location;
<b>Input Material</b>	<p>i) all assets, content and data displayed using the Software and the Hardware, or provided by or on behalf of Customer to GForces for incorporation in the Customer Website or otherwise for use in provision of the Services, including logos, brand names, trading names, images, videos, graphics, music, text, stock data, vehicle CAD data and Legal Notices; and (ii) the data that is inputted by or collected from users of the Customer Website or other Services; but excluding GForces Data</p> <p>Where GForces is given access to assets online the assets shall be deemed to be provided by Customer</p>
<b>Intellectual Property Rights</b>	all trade marks, service marks, logos, brand names, company names, business names, domain names, copyright, patents, rights in computer software, moral rights, design rights, know how, database rights, confidential information, rights protecting goodwill, reputation and

	image and/or any other right of a similar nature whether registered or unregistered and any applications for registration of any of these rights and all renewals, revivals, reversions and extensions thereof throughout the world
<b>Legal Notices</b>	terms and conditions, privacy policies, cookie policies, fair processing statements and any other legal notices provided by Customer for display on the Software and/or Customer Website
<b>Light Survey</b>	the site survey services described in clause 6.2.2
<b>Locations</b>	the physical locations (or number of such location) designated on the Order Confirmation Form, each such location to be in the Territory
<b>Maintenance Fees</b>	the fees payable by Customer to GForces in respect of the Maintenance Services, as set out in the Order Confirmation Form
<b>Maintenance Services</b>	the maintenance services set out at Schedule 1
<b>Manufacturer's Warranties</b>	The manufacturer's warranties for the Hardware as set out in Schedule 5.
<b>Order Confirmation Form</b>	the order confirmation (or other ordering document which references these Terms and Conditions) provided by GForces and signed by the parties (as may be varied pursuant to any written agreement)
<b>Personal Data</b>	as defined in the Data Protection Legislation
<b>Physical Delivery</b>	as defined in clause 7.4.
<b>Player</b>	any item of Hardware that is a media player
<b>Professional Services</b>	any consultancy or other professional services relating to digital signage and showroom solutions, software or Content creation that may be agreed between the parties pursuant to clause 6.14
<b>Professional Services Fees</b>	the fees payable to GForces for Professional Services in accordance with clause 6.14 (or as otherwise detailed in an Order Confirmation Form)
<b>Resold Services</b>	as defined in clause 11.1.1.
<b>Rollout Schedule</b>	a schedule setting out the dates and times on which the Delivery Services and the Installation Services will be provided in respect of an Order Confirmation (or series of Order Confirmations), broken down into items of Hardware and delivery locations (where applicable);
<b>Screen</b>	any item of Hardware that is a screen for the display of output from a Player (but excluding iPads)
<b>Service Data Summary</b>	the data summaries at Schedule 3, which set out the scope, nature and purpose of processing, the duration of the processing, the types of Personal Data and categories of Data Subject for the Services offered by GForces, as updated from time to time (each being a "Service Data Summary")
<b>Services</b>	the services to be provided by GForces to Customer under this Agreement being where set out in the Order Confirmation Form (or as otherwise agreed between GForces and Customer), , Delivery Services,

	Installation Services, Maintenance Services, Professional Services, Software Services and Survey Services
<b>Service Support Guide</b>	the Service Support Guide at Schedule 2, which sets out the Software Support Services offered
<b>Set-up Fees</b>	the fees payable by Customer to GForces for the initial set-up of the Software and Software Services, as set out in the Order Confirmation Form
<b>Software</b>	any online software applications provided by GForces to Customer as part of the Services, including the object code and source code, and any Distributed Code
<b>Software Licence Fees</b>	the fees for the licences of the Software as set out in the Order Confirmation Form
<b>Software Services</b>	the provision of access to the Software set out in the Order Confirmation Form and related Software Support Services
<b>Software Support Services</b>	the support services for the Software, as described in the Service Support Guide at Schedule 2
<b>Subprocessor</b>	a third party engaged by GForces to process Customer's Personal Data
<b>Subscription Term</b>	3 years from the Handover Date (unless otherwise stated on the Order Confirmation Form)
<b>Survey Fees</b>	the fees for the Survey Services, as set out in the Order Confirmation Form
<b>Survey Services</b>	as defined in clause 6.2
<b>Terms and Conditions</b>	these Terms and Conditions (SaaS and Showcase Solutions)
<b>Territory</b>	the territory specified in the Order Confirmation Form
<b>Third Party Services</b>	as defined in clause 11.1.2.
<b>Transaction Fees</b>	fees payable by Customer to GForces on a 'per transaction' basis, as set out in the Order Confirmation Form
<b>Video Wall</b>	two or more Screens to be installed together on a wall to form one large screen
<b>Virus</b>	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.



- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to writing or written does not include e-mail (except where stated).
- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement.
- 1.10 The terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## Part A: Operational terms

### 2. Terms and conditions

- 2.1 By signing the Order Confirmation Form referencing these Terms and Conditions, Customer accepts the terms of the Order Confirmation Form, as well as these Terms and Conditions.
- 2.2 GForces reserves the right to make changes to the Agreement on reasonable notice, in the event of new statutory requirements being introduced.

### 3. Authorised users

- 3.1 Subject to the terms of this Agreement, GForces grants to Customer, during the Subscription Term, a non-transferable, sublicensable, non-exclusive licence to permit Authorised Users to access the Software in respect of the Locations, through the applicable interfaces. The licence shall be sublicensable to Dealers only.
- 3.2 Unless otherwise specifically limited in the Order Confirmation Form, Authorised User login IDs and passwords will be provided to Customer in a quantity mutually agreed upon by Customer and GForces. If no quantity is agreed, the maximum number of Authorised Users at any one time per Location shall be 20 (or 2 for NetDirector® Showcase Solutions).
- 3.3 Customer must not share its Authorised User login IDs and passwords. Customer shall take (and shall ensure that its Authorised Users take) steps to prevent unauthorised access to its login IDs and passwords. Customer must not allow the use of the same login ID simultaneously by two or more Authorised Users.
- 3.4 Customer undertakes that the maximum number of Authorised Users that it authorises to access and use the relevant Software Services shall not exceed the number determined pursuant to clause 3.2.

- 3.5 All Authorised Users shall be named individuals. Customer shall not allow any login ID to be used for any non-human operator (including any automated program or robot, whether attended or unattended) without GForces' prior written consent.
- 3.6 Customer shall not:
- 3.6.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
- (a) and except to the extent expressly permitted under this Agreement, (i) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and or Software in any form or media or by any means; (ii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make available the Services and/or Software to any third party except the Authorised Users; or (iii) obtain, or assist third parties in obtaining, access to the Services and/or Software; or
- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- 3.6.2 access all or any part of the Services and/or Software in order to build a product or service which competes with the Services or Software; or
- 3.6.3 use the Services or Software to provide services to third parties.
- 3.7 Customer shall immediately notify GForces of any Authorised User who leaves the Customer's business (or who is no longer authorised by the Customer to access the Services and/or Software for any other reason) so that GForces may remove access permissions from the relevant Authorised User.
- 3.8 Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and Software and, in the event of any such unauthorised access or use, promptly notify GForces.
- 3.9 The rights provided under this clause 3 are granted to Customer only, and shall not be considered granted to any subsidiary or holding company of Customer (subject to Customer's rights under clause 3.1 to sublicense to Dealers).

## 4. Locations

- 4.1 The Software Services and Software shall be provided only in respect of the number of Locations set out in the Order Confirmation Form. Customer may request the purchase of Software Services and Software for additional Locations in excess of the number set out in the Order Confirmation Form, and if agreed, GForces shall provide the relevant Services in respect of such additional Locations in accordance with the provisions of this Agreement.

## 5. Software Services

- 5.1 GForces shall, during the Subscription Term, provide the Software Services to Customer on and subject to the terms of this Agreement.
- 5.2 GForces shall commence the set-up and configuration of the Software after the Effective Date (or in the case of NetDirector® Showcase Solutions, upon completion of the Installation Services for the relevant Hardware). Customer shall complete any configuration documents required. Once completed and approved by GForces, GForces shall configure the Software in accordance with

any approved configuration documents. Upon completion of the set-up and configuration in accordance with this clause, GForces shall provide Customer with Authorised user logins and passwords.

- 5.3 GForces reserves the right to disable and/or suspend some or all of Customer's Authorised User Logins and access to all or part of the Software Services, without liability to Customer, if there has been any breach by Customer or Authorised Users of this Agreement.
- 5.4 GForces shall make the Software available in accordance with the Service Support Guide.
- 5.5 GForces will provide Customer with the Software Support Services.
- 5.6 GForces may release updates and new features for the Software from time to time. Updates to the Software which correct faults or add minor functionality will be deployed by GForces at no charge. In respect of new features that add increased functionality, some will be deployed at no charge, whereas others will only be deployed if Customer agrees to pay additional charges. Subject to 5.7 below, Customer shall not be required to accept the deployment of any feature unless it has given prior consent. In addition, GForces shall be entitled to charge for updates or new features required to be created specifically for an individual Customer using a customised or bespoke version of the Software, subject to Customer's prior approval of the charges.
- 5.7 Customer must accept updates that are free of charge and that are deployed by GForces in order to maintain or increase the security of the Software.
- 5.8 Subject to GForces' agreement in writing, Customer may purchase additional Professional Services in connection with the Software at a rate of £95 per hour (to be invoiced in euros at a fixed exchange rate of 1.2 euros to the pound) or such other rate as may be agreed. GForces shall provide any Professional Services agreed upon. The purchase and supply of such services shall be governed by this Agreement.

## 6. Other Services relating to Hardware (Survey, Delivery, Installation, Maintenance and Professional Services)

- 6.1 Where the Agreement includes the purchase of Hardware, GForces shall provide additional services related to the Hardware as set out in this clause.
- 6.2 GForces shall provide the following site survey services for each Location ("the Survey Services") depending on which option is selected in the Order Confirmation Form:
  - 6.2.1 Full Survey – GForces shall attend the Location and conduct a survey.
  - 6.2.2 Light Survey – Customer shall complete a preliminary questionnaire and return it to GForces with floorplans and photos (plus architectural drawings and structural compliance in relation to new build. GForces shall review the information sent, and notify Customer (i) if a Full Survey is required (in which case Customer shall be obliged to purchase a Full Survey), (ii) if any further information is required (in which case Customer shall supply such information as soon as possible).

If Customer opts to purchase a Video Wall, a Full Survey must be purchased.

- 6.3 Customer warrants that any information supplied by it in connection with the Survey Services is accurate.
- 6.4 Following completion of the relevant survey(s) (or provision of further information if requested), if any adjustments are required at the Location to allow for the correct installation and operation of the Hardware and Software ("Adjustments"), GForces shall provide a list of the Adjustments to



Customer within 14 days. Customer shall carry out any Adjustments prior to the date designated in the Rollout Schedule for the Installation Services to be carried out at the Location.

- 6.5 As soon as practicable after signature of the Order Confirmation Form, GForces shall provide to Customer a Rollout Schedule for all Locations.
- 6.6 GForces shall provide the Delivery Services and the Installation Services in accordance with the Rollout Schedule.
- 6.7 Customer shall be entitled to postpone the date for the Installation Services for a particular Location without incurring any additional charges by giving at least 16 days' notice. If less than 16 days' notice is given, GForces shall be entitled to charge 50% of the Installation Fees in respect of the aborted installation. A charge of 100% of the Installation Fees shall be made if the request to postpone is made on the day scheduled for the Installation Services.
- 6.8 If, on the date set out in the Rollout Schedule for the Installation Services in relation to Hardware:
  - 6.8.1 the Adjustments have not been carried out by Customer;
  - 6.8.2 through no fault of GForces it is unsafe to install the Hardware;
  - 6.8.3 through no fault of GForces the Hardware is not available at the Location;
  - 6.8.4 through no fault of GForces furniture, fixtures or fittings scheduled to be at the Location for population of the Hardware has not arrived, or is not fit for purpose;
  - 6.8.5 the configuration or layout of the Location does not reflect the responses given by Customer during any Light Survey; or

the following shall apply:

- GForces shall be entitled to refuse to carry out the Installation Services (or any part of them) on that date;

- a sum representing the Installation Fees relating to the aborted Installation Services will be charged;

- a new installation date will be given;

- GForces shall be entitled to charge Installation Fees again for the Installation Services carried out on the new installation date; and

- any other agreed deadlines or go-live dates shall be adjusted accordingly.

- 6.8.6 If, on the date set out in the Rollout Schedule for the Installation Services in relation to Hardware, GForces considers in its reasonable opinion that a suitable and secure internet/network infrastructure is not in place at the Location, GForces shall be entitled to refuse to connect the Hardware to the network and to schedule a subsequent chargeable return visit.
- 6.9 Upon completion of the Installation Services in relation to each Location included in the Order Confirmation Form, GForces shall provide Customer with a delivery package for the Location ("Delivery Package") which shall include the following:
  - 6.9.1 photos of Hardware in situ following installation; and

- 6.9.2 sign off by a representative of Customer to confirm completion of the Installation Services at the Location by the Customer's representative.
- 6.10 "Delivery" of the Hardware in relation to each Location included in the Order Confirmation Form shall be deemed to have taken place on the date when the Delivery Package in respect of that Hardware is provided to Customer.
- 6.11 If the Installation Services do not take place on the original date designated in the Rollout Schedule as a result of circumstances set out in 6.7 or 6.8 above, in respect of payment terms determined by reference to Delivery, GForces reserves the right to require payment as if Delivery had taken place on the original date.
- 6.12 GForces shall provide the Maintenance Services during the Subscription Term.
- 6.13 Customer acknowledges that GForces' ability to provide the Services referred to in this clause 6 is dependent upon Customer's full and timely co-operation, as well as the accuracy and completeness of any information and data Customer provides to GForces. Accordingly, Customer shall provide GForces with access to, and use of, all information, data and documentation reasonably required by GForces for the performance by GForces of its obligations under this clause 6.
- 6.14 Subject to GForces' agreement in writing, Customer may purchase additional Professional Services in connection with the Hardware at a rate of £95 per hour (or such other rate as may be agreed). GForces shall provide any Professional Services agreed upon. The purchase and supply of such services shall be governed by this Agreement.
- 6.15 The following shall be outside the scope of this Agreement:
  - 6.15.1 "Excluded Services", which are defined as (a) electrical and network wiring services (except any routinely provided by GForces for connecting the Hardware to power or a network on installation, which routine services shall include without limitation surface mounted power extension leads in trunking BUT NOT the installation of fused spur power); and/or (b) services required to complete the Adjustments pursuant to clause 6.4; and/or
  - 6.15.2 "Excluded Goods", which are defined as (a) electrical and network cables (unless routinely provided as part of installation or with Hardware); (b) any goods provided during the course of Excluded Services, and (b) power sockets.

If Customer requests the provision of Excluded Services and/or Excluded Goods from any subcontractor of GForces (for example while a subcontractor is on site completing Installation or Maintenance Services), the Excluded Services and/or Excluded Goods shall be provided under a separate direct contract with the subcontractor, and GForces shall not be deemed to be the provider of such Excluded Services and/or Excluded Goods. GForces shall under no circumstances be liable to Customer in connection with Excluded Services and/or Excluded Goods.

## 7. Hardware

- 7.1 GForces shall supply all items of the Hardware.
- 7.2 Customer shall be responsible (at Customer's cost) for preparing the delivery location for the delivery of the Hardware and for the provision of all necessary access and facilities reasonably required to deliver the Hardware. If GForces is prevented from carrying out delivery on the specified date because no such preparation has been carried out, GForces may levy additional charges to recover its loss arising from this event.

- 7.3 Each item of the Hardware shall be at the risk of GForces until physical delivery of that item to Customer at the relevant Location or other agreed place of delivery ("Physical Delivery"). For the avoidance of doubt, Physical Delivery does not mean the same as Delivery as defined in this Agreement.
- 7.4 Time of delivery of Hardware is not of the essence. Without prejudice to the foregoing, GForces shall not be liable for any delay in delivery of the Hardware that is caused by Customer's failure to provide GForces with adequate delivery instructions or any other instructions that are relevant to the supply of the Hardware.
- 7.5 Title to the Hardware shall pass to Customer 7 days after GForces has received in full in cleared funds the total Fees due to it in respect of the Hardware.
- 7.6 From Physical Delivery of an item of Hardware until title to that item has passed to Customer under clause 7.5, Customer shall:
- 7.6.1 hold the Hardware on a fiduciary basis as GForces' bailee;
  - 7.6.2 take reasonable and proper care of the Hardware and ensure that it remains readily identifiable as GForces' property;
  - 7.6.3 not destroy, deface or obscure any identifying mark on or relating to the Hardware; and
  - 7.6.4 keep the Hardware insured on GForces' behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of GForces, ensure that GForces' interest in the Hardware is noted on the policy, and hold the proceeds of such insurance on trust for GForces and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 7.7 Customer's right to possession of the Hardware before ownership has passed to it shall terminate immediately if any of the circumstances set out in clause 17.2.1 or 17.2.2 apply to Customer or if Customer encumbers or in any way charges the Hardware, or if Customer fails to make any payment to GForces on the due date.
- 7.8 Until ownership of the Hardware is transferred to Customer in accordance with clause 7.5, Customer grants GForces, its agents and employees an irrevocable licence at any time to enter any premises where the Hardware is or may be stored in order to inspect it, or where Customer's right to possession has terminated, to remove it.
- 7.9 On termination of the Agreement for any reason, Customer's obligations in clause 7.6 shall remain in effect.
- 7.10 GForces may appropriate payments by Customer to Hardware as it thinks fit, notwithstanding any purported appropriation by Customer to the contrary, and may make such appropriation at any time.
- 7.11 Customer shall be deemed to have accepted the Hardware upon Delivery.
- 7.12 If any item of Hardware is the subject of a recall notice issued by the manufacturer or a governmental or regulatory authority, Customer shall give such assistance as GForces reasonably requires to recall or withdraw the Hardware, and comply with GForces' reasonable instructions about the process of implementing that recall.

## 8. Customer's Personal Data and GForces Data

## 8.1 Written Instructions

Customer hereby confirms that this Agreement constitutes written instructions to GForces to process Customer's Personal Data in accordance with the following:

- 8.1.1 the terms of this Agreement, in particular this clause 8;
- 8.1.2 the Service Data Summaries as applicable to the Services provided to Customer pursuant to this Agreement;
- 8.1.3 the data processing policy at Schedule 4; and
- 8.1.4 any further written instructions given by Customer and accepted by GForces in writing as constituting instructions for purposes of this Agreement. GForces shall be entitled to refuse to accept instructions where (i) compliance with them would not be possible within GForces' current technical environment, (ii) compliance with them would involve increased staff time or cost to GForces, or (iii) they are otherwise unreasonable.

## 8.2 Data Protection

- 8.2.1 Each party warrants to the other that it will comply with all applicable requirements of the Data Protection Legislation in connection with this Agreement. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 8.2.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Customer is the Data Controller of the Customer's Personal Data and GForces is the Data Processor.
- 8.2.3 Without prejudice to the generality of clause 8.2.1, GForces shall, in relation to Customer's Personal Data processed in connection with the performance by GForces of its obligations under this Agreement:
  - (a) process Customer's Personal Data only in accordance with the written instructions of Customer (pursuant to 8.1 above) unless GForces is required to process Customer's Personal Data by the laws of any EU member state or the UK or by Applicable Laws of the European Union. Where GForces is relying on such Applicable Laws for processing Customer's Personal Data, GForces shall promptly notify Customer of this before performing the processing required by those laws unless they prohibit GForces from so notifying Customer;
  - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer's Personal Data and against accidental loss or destruction of, or damage to, Customer's Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
  - (c) ensure that all personnel who have access to and/or process Customer's Personal Data are obliged to keep it confidential;
  - (d) assist Customer in responding to any request from a Data Subject, including (insofar as possible) by having appropriate technical and organisational measures to allow such requests to be fulfilled. GForces shall only be required to assist under this subclause (d) where Customer is unable to process the request itself, and where GForces is in a position to identify the Data Subject. Where requests from a

Data Subject are manifestly unfounded or excessive, in particular because of their repetitive character, GForces may either charge Customer a reasonable fee taking into account the administrative costs or refuse to act on the request;

- (e) assist Customer in ensuring compliance with Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify Customer without undue delay on becoming aware of a breach relating to Customer's Personal Data;
- (g) on termination of the Agreement, (i) delete Customer's Personal Data (and all copies thereof) from all systems and backups within 45 days in accordance with the data processing policy at Schedule 4, unless GForces is required by the laws of any EU member state or the UK, or by Applicable Laws of the European Union to continue to store Customer's Personal Data; and (ii) at the written request of Customer, return a copy of the latest backup of Customer's Personal Data provided such request is made within 7 days of termination; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 8.2.3 and allow for and contribute to audits by Customer or Customer's designated auditor to monitor such compliance, provided that (i) audits are conducted during normal business hours and on reasonable notice, (ii) the scope of the audit is agreed in advance, and (iii) Customer takes (and procures that its employees and auditors take) such steps as GForces requires for the protection of confidential information belonging to GForces and its customers and the maintenance of its certification standards.

### 8.3 Lawful grounds for processing

- 8.3.1 Without prejudice to the generality of clause 8.2.1, Customer warrants and undertakes to GForces that, where instructions are given to process Customer's Personal Data, Customer has a lawful basis under the Data Protection Legislation for processing such data in the manner instructed (for example, consent, legitimate interest, or such other legal ground as may be applicable). Where Customer relies on consent, Customer shall ensure that it has obtained all necessary consents.
- 8.3.2 Customer shall display an appropriate privacy policy to all end users of the Software, Services and/or Customer Website (as applicable). The privacy policy shall set out the terms on which the processing of Customer's Personal Data and GForces Data is conducted.

### 8.4 Third parties

- 8.4.1 Customer hereby gives specific authorisation for GForces to engage the Subprocessors listed in the relevant Service Data Summaries. Customer also gives general authorisation for GForces to engage further Subprocessors and GForces shall notify Customer of such additional appointments.
- 8.4.2 GForces confirms that it has entered or (as the case may be) will enter into a written agreement with each Subprocessor that complies with the requirements of Data Protection Legislation (and which also requires the Subprocessor to comply with the requirements of Data Protection Legislation when appointing its own Subprocessors). As between Customer and GForces, GForces shall remain fully liable to Customer for any Subprocessor's acts or omissions to the extent that they relate to processing under this Agreement, subject to the limitations on liability set out herein (which shall

apply to the fullest extent permissible under Applicable Laws, including the Data Protection Legislation).

- 8.4.3 Customer hereby instructs GForces to transfer Customer's Personal Data to the third parties engaged by Customer as listed in the relevant Service Data Summaries.
- 8.4.4 Any provider of Third Party Services engaged by Customer, including but not limited to those listed in the Service Data Summaries and any other third party:
  - (a) to whom Customer instructs GForces to send Customer's Personal Data;
  - (b) whose tags Customer instructs GForces to include on its website; or
  - (c) from whom Customer instructs GForces to pull data via an API

shall not be deemed a Subprocessor under the terms of this Agreement. Customer shall be responsible for ensuring that such third parties comply with the Data Protection Legislation and that a Data Processing Agreement is put in place. As between Customer and GForces, Customer shall be fully liable to GForces for any loss or damage suffered by it as a result of any act or omission of any such third party.

## 8.5 Transfers outside the EEA

- 8.5.1 GForces shall not transfer Customer's Personal Data outside of the European Economic Area (or the UK) unless the prior written consent of Customer has been obtained and either of the following conditions are fulfilled:
  - (a) the country (or territory) to which the data is transferred has been assessed to provide an adequate level of protection pursuant to the Data Protection Legislation; or
  - (b) in accordance with the Data Protection Legislation, Customer or GForces has provided appropriate safeguards in relation to the transfer and the Data Subject has enforceable rights and effective legal remedies.
- 8.5.2 Where the relevant Service Data Summaries state that Personal Data is transferred to countries outside the European Economic Area (or the UK), Customer hereby consents to such transfers.

## 8.6 Brexit and UK transfers

Since the exit of the UK from the EU, GForces is based outside the EEA, meaning that after the end of any agreed transition periods, Personal Data may only be transferred to it if the conditions laid down in Chapter 5 of the GDPR are complied with. Those conditions include an adequacy decision and the adoption of standard data protection clauses adopted by the Commission. In the absence of an adequacy decision in favour of the UK (or any other arrangement whereby transfer of data from the EU to the UK is permitted), the parties agree to enter into standard data protection clauses. In the event that standard data protection clauses are deemed inadequate to enable data transfers in compliance with the Data Protection Legislation, following consultation the Customer shall comply with such additional measures as GForces may reasonably require to achieve compliance. If Customer fails to comply with such measures, GForces shall have the right to terminate the Agreement upon written notice without liability to the Customer.

## 8.7 Liability

8.7.1 In the event of any loss of or damage to Customer's Personal Data, Customer's sole and exclusive remedy shall be for GForces to use reasonable commercial endeavours to restore the lost or damaged Customer's Personal Data from the latest back-up maintained by GForces as part of the Software Support Services. GForces excludes all other liabilities and remedies in respect of loss or damage to Customer's Personal Data, to the fullest extent permissible under applicable law (including the Data Protection Legislation). GForces shall not be liable for any loss, destruction, alteration, disclosure of or access to Customer's Personal Data caused by any third party (save in respect of any liability for Subprocessors falling within clause 8.4.2).

8.7.2 The limitations on liability set out in clause 16 shall apply to any liability of GForces (whether in contract, tort, misrepresentation, restitution or otherwise) under or in connection with the provisions of this clause 8 to the fullest extent permissible under Applicable Law (including the Data Protection Legislation).

## 8.8 General

8.8.1 GForces may, at any time on not less than 30 days' notice, revise the provisions of this clause 8 (and any related definitions, clauses, Schedules or Service Data Summaries):

- (a) by replacing them with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme;
- (b) if GForces, in its reasonable discretion, determines that changes are required in order to comply with the Data Protection Legislation (or applicable UK data protection legislation); or
- (c) by supplying updated Schedules or Service Data Summaries to reflect changes in Services or the way they are provided.

8.8.2 The provisions of this clause 8 shall survive termination or expiry of the Agreement.

## 9. Customer obligations

### 9.1 Customer shall:

- 9.1.1 provide GForces with all necessary co-operation, information and Input Material as may be required by GForces in order to render the Services or otherwise carry out this Agreement;
- 9.1.2 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in Customer providing any required assistance as agreed by the parties, GForces may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 9.1.3 ensure that its sublicensees and Authorised Users use the Services, the Software and the Hardware in accordance with the terms and conditions of this Agreement, and be liable for any action or omission by any sublicensee or Authorised User that amounts to a breach of this Agreement (or would amount to a breach if engaged in by Customer);
- 9.1.4 obtain and maintain all licences, consents, and permissions necessary for GForces, its contractors and agents to perform their obligations under this Agreement;
- 9.1.5 ensure that its networks and systems comply with the relevant specifications provided by GForces from time to time;

- 9.1.6 maintain compliance with the Browser Policy;
  - 9.1.7 put in place any contracts with payment service providers which may be required for the operation of the Services; and
  - 9.1.8 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to GForces data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet.
- 9.2 Customer shall if applicable:
- 9.2.1 ensure that GForces has access to the Locations for carrying out the purposes of the Agreement at such times as the parties may agree, providing in any event that reasonable notice has been given by GForces to Customer of any such access requirements;
  - 9.2.2 provide GForces such facilities and assistance at the Locations as GForces reasonably needs to perform its responsibilities under the Agreement; and
  - 9.2.3 keep GForces advised of any relevant health and safety at work rules and regulations and reasonable security arrangements applicable at the Locations.
- 9.3 Customer shall ensure that Input Material (and any other material accessed, stored, distributed or transmitted during the course of its use of the Services): is accurate and reliable; is not harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; does not facilitate illegal activity; does not depict sexually explicit images; does not promote or incite violence or religious or racial hatred; is not discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; complies with all Applicable Laws; does not cause damage or injury to any person or property; and does not cause increased internet load to the Software.
- 9.4 Without prejudice to the generality of cause 9.3 above, where Input Material consists of data relating to stock (including descriptions, images, availability and/or pricing) Customer shall ensure that such data is accurate and complies with all Applicable Laws. The Customer acknowledges that where stock data is submitted to GForces systems (manually or via a feed), there is a delay in such information going live. GForces shall not be liable to the Customer in respect of any loss suffered as a result of such delay (including in relation to any vehicles sold at an incorrect price).
- 9.5 Customer shall not introduce, distribute, transmit, code, store or otherwise enable any Viruses during the course of its use of the Software or Services. Customer shall not without the prior written consent of GForces use (or authorise any third party to use) automated programs, robots or software to extract or record any data stored on the Software, or to access the Software or Services.
- 9.6 Customer agrees not to use GForces' servers to send unsolicited or spam e-mail to other internet users.

## 10. Compliance with law and regulation

- 10.1 Customer shall be solely responsible for the use and/or operation of the Software, Hardware and Customer Website. In particular, Customer shall:
  - 10.1.1 ensure that, at all times, the use and/or operation of the Software, Hardware and Customer Website is in compliance with all Applicable Laws, including laws and



- regulations applicable to financial services, the sale of goods and services online, advertising and consumer protection;
- 10.1.2 obtain and maintain all necessary licences, consents and authorisations which may be required in respect of the use or operation of the Software, Hardware and Customer Website, before any such use or operation commences; and
- 10.1.3 display all notices, disclaimers and other information that are required pursuant to Applicable Laws.
- 10.2 The Customer shall be responsible for complying with any legislation governing the importation of the Hardware into the Territory and the payment of any import duties and taxes on it.
- 10.3 GForces shall not be liable to Customer or any end user for any failure of the Customer Website to comply with Applicable Laws (save that the foregoing shall not affect any specific contractual obligation GForces may have under this Agreement).
- 10.4 Customer shall comply with all the applicable rules and standards put in place by the payment card industry from time to time, including the PCI Security Standards Council's Data Security Standards. Customer acknowledges that in providing the Services, GForces is not processing, transmitting or storing any payment card details. GForces shall have no liability whatsoever for the acts or omissions of any payment service provider.

## 11. Third party providers

- 11.1 Customer acknowledges that the Services may enable or assist it to access, integrate with, or purchase services from third party providers. These third party services fall into two categories:
  - 11.1.1 services of certain approved third party providers purchased direct from GForces which are designated as "Resold Services" in the Order Confirmation Form ("Resold Services").
  - 11.1.2 any other third party software, applications, products, services or website links (including social media platforms) that are not Resold Services ("Third Party Services").
- 11.2 In addition to these Terms Customer agrees to be bound by the additional terms applicable to any Resold Services as set out in the Order Confirmation Form.
- 11.3 Any access to, integration with or purchase of Third Party Services shall be at Customer's own risk. GForces gives no warranty, representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or integration with, any Third Party Services, or any transactions completed, or any Third Party Services contract entered into by Customer. If Customer uses any part of the Services in conjunction with Third Party Services, it is Customer's responsibility to comply with the terms and conditions for those Third Party Services.
- 11.4 GForces does not guarantee the availability of Third Party Services and Customer acknowledges that GForces may disable access to any Third Party Services at any time in its sole discretion and without notice. GForces shall not be liable to Customer for discontinuation or suspension of access to, or disablement of, any Third Party Service.

## Part B: General terms

## 12. Charges and payment

- 12.1 Customer shall pay the Fees to GForces in accordance with this clause 12 and the Order Confirmation Form.
- 12.2 GForces shall invoice Customer in accordance with the Order Confirmation Form and Customer shall pay each invoice within 30 days of the invoice date (unless otherwise stated in the invoice or Order Confirmation Form).
- 12.3 If Customer fails to pay any invoice in accordance with this Agreement, GForces will send Customer a reminder notice. If Customer fails to pay within 15 days of the date of the reminder notice, and without prejudice to any other rights and remedies of GForces:
  - 12.3.1 GForces may, without liability to Customer, disable Customer's password, user account and access to all or part of the Services or Software and GForces shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remains unpaid;
  - 12.3.2 interest shall accrue on the unpaid amounts at an annual rate equal to 3% over the then current base lending rate of the Bank of England at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment;
  - 12.3.3 GForces may terminate this Agreement with immediate effect by giving written notice to the Customer; and
  - 12.3.4 if GForces exercises its right of termination under clause 12.3.3, then Customer shall pay to GForces immediately all outstanding agreed sums.
- 12.4 All amounts and fees stated or referred to in this Agreement:
  - 12.4.1 shall be payable in sterling or such other currency as is agreed in the Order Confirmation Form;
  - 12.4.2 are non-cancellable and non-refundable agreed sums;
  - 12.4.3 are, except where expressly stated, exclusive of value added tax and all other local sales taxes, which shall be added to GForces invoice(s) at the appropriate rate; and
  - 12.4.4 shall be paid in full without any deductions (including deductions in respect of income tax, corporation tax, bank charges or other taxes, import or other duties, or any other charges) except where Customer is required by law to deduct withholding tax from sums payable to GForces. If Customer is required by law to deduct withholding tax, then Customer and GForces shall co-operate in all respects and take all reasonable steps necessary to lawfully avoid making any such deductions, or to enable the payee to obtain a tax credit in respect of the amount withheld.

## 13. Intellectual Property Rights

- 13.1 Customer acknowledges and agrees that GForces and/or its licensors own all Intellectual Property Rights in the Software Services, the Software, the GForces Data and the Content. Except as expressly stated herein, this Agreement does not grant Customer any rights to, or in, any Intellectual Property Rights in respect of the Software Services, Software, the GForces Data and the Content.

- 13.2 GForces acknowledges and agrees that Customer and/or its licensors own all Intellectual Property Rights in the Input Material. Except as expressly stated herein, this Agreement does not grant GForces any rights to, or in, any Intellectual Property Rights in respect of the Input Material.
- 13.3 Subject to Customer complying with the terms of this Agreement, GForces hereby grants to Customer for the Subscription Term a non-exclusive, non-transferable, non-sublicensable right, (i) in accordance with clause 3, to permit Authorised Users to use the Software Services, the Software, the GForces Data and the Content solely for the purposes of receiving the Software Services; and (ii) to install, implement and use the Distributed Code on the Customer Website. The rights granted in this clause 13.3 shall be sublicensable to Dealers only.
- 13.4 Customer hereby grants to GForces a non-exclusive, non-transferable, sublicensable right to use the Input Material for the Subscription Term (plus a further period of 45 days in respect of back-ups) solely for the purposes of this Agreement. The rights granted in this clause 13.4 shall be sublicensable to GForces group companies and subcontractors only.
- 13.5 Customer warrants, represents and undertakes that neither the Input Material nor its use in connection with the Services shall breach any third party's Intellectual Property Rights or any Applicable Laws.
- 13.6 The Customer shall notify GForces immediately if it becomes aware of any unauthorised use of the whole or part of the Software Services, Software, GForces Data or Content.
- 13.7 Without prejudice to the generality of clause 13.5 above, where Customer orders 3D car modelling and visualisation services as part of the Services, Customer shall obtain all necessary approvals and consents from relevant third party rights owners (including in relation to Intellectual Property Rights) to allow GForces to provide those services and to enable the rendered 3D model(s) to be uploaded to and displayed via the Customer Website, Software or any other media through which they are made available.

## 14. Confidentiality

- 14.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that is or becomes publicly known other than through any act or omission of the receiving party; was in the other party's lawful possession before the disclosure; is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or is independently developed by the receiving party, which independent development can be shown by written evidence.
- 14.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, by regulation, by any court of competent jurisdiction or by any regulatory or administrative body, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the performance of this Agreement.
- 14.3 Each party may disclose the other's Confidential Information to its employees, agents, or subcontractors (and, in the case of Customer, Authorised Users) who need to receive it for the purposes of exercising a party's rights or performing a party's obligations pursuant to this Agreement. Each party shall take all reasonable steps to ensure that those permitted recipients do not disclose or distribute the other party's Confidential Information in violation of the terms of this Agreement.
- 14.4 Customer hereby consents to the inclusion of Customer's name in GForces' published customer list for publicity purposes. Save the foregoing, neither party may make any public statement regarding the relationship contemplated by this Agreement, without the other party's prior written consent.

- 14.5 Except where there is a breach of the obligation to take reasonable steps in clause 14.3, neither party shall be liable for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 14.6 The provisions of this clause 14 shall survive termination or expiry of this Agreement.

## 15. Warranties and indemnities

- 15.1 This clause 15.1 sets out the obligations of GForces in respect of the quality of the Services, Software and Hardware.
- 15.1.1 GForces warrants that the Services will be performed with reasonable skill and care. In addition, in relation to the Software and Software Services, Customer shall have the benefit of the Service Level Agreements set out in the Service Support Guide.
- 15.1.2 In relation to the Hardware, Customer shall have the benefit of the Manufacturer's Warranties (subject to Customer's compliance with any conditions attached to the same). In addition, Customer shall be provided with the Maintenance Services.
- 15.2 Save as otherwise expressly set out in this Agreement, all the Services, Software and Hardware are provided "as is", and warranties of any kind either express or implied are excluded from the Agreement to the fullest extent permitted by law, including (i) any implied warranties of satisfactory quality, fitness for a particular purpose, title and non-infringement, or (ii) any warranty that the Software or Software Services will be uninterrupted or error-free or that errors will be corrected.
- 15.3 GForces shall not be liable to Customer or any showroom visitor for any failure of the Services, Software or Hardware to comply with Applicable Laws. Customer shall inform GForces of any specific requirements for compliance with Applicable laws and GForces shall use reasonable commercial efforts to achieve compliance with such requirements. The foregoing shall not affect any specific contractual obligation GForces may have under this Agreement, or exclude any liability of GForces that may not be excluded under Applicable Laws.
- 15.4 Customer acknowledges that the Services, Software and Hardware have not been developed to meet Customer's individual requirements and that it is therefore Customer's responsibility to ensure that the facilities and functions of the Services, Software and Hardware meet Customer's requirements prior to entering into this Agreement.
- 15.5 Customer shall indemnify GForces against any and all losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) incurred by GForces arising out of or in connection with
- 15.5.1 any breach of the terms of this Agreement (including breach of any warranty);
- 15.5.2 Customer's (or its Authorised Users') use of the Services, Software, Content and/or Hardware otherwise than in accordance with the terms of this Agreement;
- 15.5.3 Customer's use of any Third Party Services;
- 15.5.4 any third party claim relating to any transaction conducted through the Software, Services and/or Customer Website, including any claims resulting from the sale (or purported sale) of any vehicle; and
- 15.5.5 any third party claim relating to Input Material (including any claim relating to infringement of Intellectual Property Rights)

provided that:

- (a) Customer is given prompt notice of any such claim;
- (b) GForces provides reasonable co-operation to Customer in the defence and settlement of such claim, at Customer's expense; and
- (c) Customer is given sole authority to defend or settle the claim.

15.6 GForces shall, subject to clauses 16.4 and 16.5, indemnify Customer (and its officers, directors and employees) against any and all amounts awarded against Customer (including court costs and reasonable legal fees) in judgment or settlement of any claim that the Software or Content infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, provided that:

- (a) GForces is given prompt notice of any such claim;
- (b) Customer provides reasonable co-operation to GForces in the defence and settlement of such claim, at GForces' expense; and
- (c) GForces is given sole authority to defend or settle the claim.

In the defence or settlement of any claim, GForces may procure the right for Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 5 Business Days' notice to Customer without any additional liability to Customer.

15.7 The foregoing states Customer's sole and exclusive rights and remedies, and GForces (including GForces employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality or other Intellectual Property Rights.

15.8 The provisions of this clause 15 shall survive termination or expiry of the Agreement.

## 16. Limitation of liability

16.1 This clause 6 sets out the entire financial liability of GForces (including any liability for the acts or omissions of its employees, agents and subcontractors) to Customer in connection with this Agreement, the Software, the Hardware and the Services, including in respect of:

- 16.1.1 any breach of this Agreement;
- 16.1.2 any use made by Customer of the Services, Hardware, Software, Content or any part of them;
- 16.1.3 any representation, statement or tortious act or omission (including negligence or similar causes of action in other jurisdictions) arising under or in connection with this Agreement; and
- 16.1.4 any damage to property.

16.2 Except as expressly and specifically provided in this Agreement:

- 16.2.1 Customer assumes sole responsibility for results obtained from the use of the Services, the Hardware, the Software and the Content by Customer, and for conclusions drawn from such use. GForces shall have no liability for any damage

caused by errors or omissions in any Input Material or other information, instructions or scripts provided to GForces by Customer in connection with the Services, or any actions taken by GForces at Customer's direction;

- 16.2.2 GForces is not liable for any delays, delivery failures, or any other loss or damage resulting from utility and communications networks and facilities, including the internet. Customer acknowledges that the performance of such networks and facilities is not within GForces' control, and that the Services may be subject to limitations, delays and other problems inherent in the use of such networks and facilities; and
- 16.2.3 all warranties, representations, conditions and all other terms of any kind whatsoever, whether express or implied (by statute or common law) are, to the fullest extent permitted by Applicable Laws, excluded from this Agreement. including (without limitation) as to the condition, performance, satisfactory quality or fitness for purpose of the Services, the Hardware, the Software, the Content or any part of them.
- 16.3 Nothing in this Agreement excludes the liability of GForces:
  - 16.3.1 for death or personal injury caused by GForces' negligence;
  - 16.3.2 for fraud or fraudulent misrepresentation; or
  - 16.3.3 for any other liability which cannot be limited or excluded by applicable law.
- 16.4 Subject to clause 16.3:
  - 16.4.1 GForces shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of operation time, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with this Agreement; and
  - 16.4.2 GForces total aggregate liability in contract, tort (including for negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement (including under any indemnity) shall be limited to the total Fees paid pursuant to this Agreement during the 12 months immediately preceding the date on which the claim arose.
- 16.5 In no event shall GForces, its employees, agents and subcontractors be liable to Customer in respect of any loss, damage or claim (including any third party Intellectual Property Rights claim) to the extent that the loss, damage or claim arises from:
  - 16.5.1 (i) a modification of the Services, Software or Hardware; or  
(ii) installation, re-installation, connection or wiring of the Hardware  
by anyone other than GForces or GForces' duly authorised subcontractors or agents;
  - 16.5.2 defects in furniture, fixtures and fittings provided by Customer, or any failure by Customer to ensure that such furniture, fixtures and fittings are fit for purpose (and in particular that they are safe to hold the Hardware);
  - 16.5.3 power surges or malicious damage;

- 16.5.4 any internet or network issues out of the control of GForces, including any internet or network issues caused by Customer's failure to comply with minimum requirements for network and internet configuration, as notified by GForces to Customer;
  - 16.5.5 unauthorised access to systems by a third party as a result of internet security vulnerabilities;
  - 16.5.6 Customer's use of the Services, Software, Hardware or Content in a manner contrary to the instructions given by GForces, any specific terms of use, or the Terms of this Agreement;
  - 16.5.7 Customer's failure to comply with any of its obligations under clause 9 or 10;
  - 16.5.8 Customer's addition (or GForces' addition at Customer's request) of any tracking code or pixels (commonly known as 'tags') to the Software or Customer Website
  - 16.5.9 in the case of an Intellectual Property Rights claim, Customer's use of the Services, Software or Content after notice of the alleged or actual infringement from GForces or any appropriate authority; or
  - 16.5.10 any transactions or purported transactions concluded through the Software or Customer Website, including any unfulfilled or unpaid orders for vehicles placed through the Software or Customer Website, or part-exchange transactions.
- 16.6 Where the Services include the provision of end-to-end finance services as part of GForces' e-commerce solution:
- 16.6.1 GForces shall not be under any obligation to provide finance quotations or services from any particular lender. GForces shall have the right in its sole discretion to remove any lender from the solution, but shall use reasonable commercial efforts to replace such lender with a reasonable substitute; and
  - 16.6.2 GForces shall not be liable to Customer in connection with any finance quotations provided by lenders that are incorrect or cannot be fulfilled.
- 16.7 To the extent permitted by applicable law Customer is solely liable for all costs and expenses associated with rectification, repair or damage to Customer's or any third party's property or data caused by any defects in the Hardware, or any errors in the Software and/or the Services.
- 16.8 The provisions of this clause 16 shall survive termination or expiry of the Agreement.

## 17. Term and termination

- 17.1 This Agreement shall, unless otherwise terminated as provided in this clause 16, commence on the Effective Date and shall continue until the end of the Subscription Term.
- 17.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:
  - 17.2.1 the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
  - 17.2.2 (i) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; (ii) the other party ceases, or threatens to

cease, to trade; (ii) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or notice of intention to appoint an administrator is given by the other party or its directors; (iii) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party; (iv) if any other person takes possession of or sells the other party's assets or the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or (v) the other party takes or suffers any similar or analogous action as set out in this clause 17.2.2 in any jurisdiction in consequence of debt.

- 17.3 In the event that GForces decommissions or withdraws from sale any part of the Software, Hardware or Services, GForces shall be entitled to terminate the part of the Agreement that relates to the decommissioned or withdrawn Software, Hardware or Services by giving 3 months written notice to Customer. The remainder of the Agreement shall remain in full force and effect, save that the fees will be pro-rated accordingly.
- 17.4 On termination of this Agreement, notwithstanding the provision of clause 12 (Charges and Payment), all Fees due to GForces shall become due for immediate payment and GForces shall be entitled to invoice Customer for any un-invoiced Fees due to the date of termination which shall be payable on receipt of the invoice by Customer.
- 17.5 On termination of this Agreement for any reason:
- 17.5.1 all licences granted under this Agreement shall immediately terminate;
  - 17.5.2 each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party;
  - 17.5.3 Customer shall destroy (or, at GForces' option, return) all of GForces' Confidential Information; and
  - 17.5.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination, shall not be affected or prejudiced.

## 18. Force majeure

GForces shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, denial-of-service or other cyber attacks, failure by a third party hosting provider, failure by a third party provider of a utility service or transport or telecommunications network, strikes, lock-outs or other industrial disputes (whether involving the workforce of GForces or any other party), epidemic, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, lightning or other act of God, or default of GForces' subcontractors, provided that Customer is notified of such an event and its expected duration.

## 19. General

- 19.1 This Agreement shall not prevent GForces from entering into similar agreements with third parties, or from independently developing, using, selling or licensing software and/or services which are similar to those provided under this Agreement.



- 19.2 Save as expressly permitted under the terms of this Agreement, Customer shall not, without the prior written consent of GForces, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement. GForces may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 19.3 If GForces gives at least 5 Business Days' notice, GForces (or its professional advisers) may during business hours inspect, audit and take copies of relevant records and other documents as necessary to verify Customer's compliance with the terms and conditions of this Agreement.
- 19.4 Any notice required to be given under this Agreement shall be in writing and shall be (a) delivered by hand or sent by pre-paid first-class post or next working day delivery service to its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email to, in the case of GForces, richard.johnston@gforces.auto and compliance@gforces.auto, and in the case of Customer, the Primary Contact Email specified in the Order Confirmation Form (unless Customer has provided GForces with an updated Primary Contact Email).
- 19.5 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in normal business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent (i) by pre-paid first-class post shall be deemed to have been received on the second Business Day after posting; and (ii) by delivery service shall be deemed to have been received at the time recorded by the delivery service. A notice delivered by email shall be deemed to have been received at the time of transmission, (or if delivery is not in business hours, at 9 am on the first Business Day following delivery).
- 19.6 The notice provisions above do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 19.7 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to the other party in writing. Such waiver shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.8 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 19.9 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this agreement is deemed deleted under this clause 19.9, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 19.10 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 19.11 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

- 19.12 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 19.13 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 19.14 No variation of this agreement shall be effective unless it is in writing and signed by the parties.
- 19.15 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales.
- 19.16 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 1

### MAINTENANCE SERVICES

#### UNITY PACKAGE – SILVERPLUS

Maintenance Services for Hardware (excluding iPads):

- Online support portal. *Availability of an online support portal which allows users to raise support tickets for issues with Hardware.*
- Provision of information regarding current warranty status and steps required to action “in warranty swap out” process. *As part of the install process all hardware is recorded in the asset register with warranty details. This information is then readily available to the support team to handle Hardware issues quickly and efficiently.*
- Registration of fault with manufacturer if in warranty.
- Remote monitoring of system alerts and issues.
- Remote access by engineer to diagnose and resolve issue. *As a first action when dealing with issues the support team has the ability to remote desktop into all controlled Hardware/software via the remote portal. This may avoid the need for an engineer callout.*
- Includes all callouts if required. *A “callout” is an on-site visit by an engineer. Callouts will be on a “Next Day” basis (Monday to Saturday). Customer must ensure Internet is active and confirm that the player is online to assist in remote support before a Callout will be scheduled.*
- Includes all parts & labour costs.
- Includes “in warranty swap out.” *Faulty Hardware under Manufacturer’s Warranty can be swapped out by engineers for replacement equipment sent by the Manufacturers.*

The Services listed above shall not be provided in respect of any item of Hardware: (a) that has been subject to misuse, neglect, abuse, improper storage, accident (other than an accident caused by the product itself); (b) that has been modified by any third party; or (c) that has been disassembled, serviced, or reassembled by any third party.

Hours of support: 9am to 8pm (UK time), Monday to Saturday (excluding public holidays in the UK)

Hours of support relate to Hardware (excluding iPads) only. While calls in relation to NetDirector® Showcase Solutions and NetDirector® Experience Software will be logged via the online support portal, they will be dealt with in accordance with Schedule 2.

#### IPAD PRO PACKAGE

Maintenance Services for iPads:

- Online support portal. *Availability of an online support portal which allows users to raise support tickets for issues with iPads.*
- Provision of information regarding current warranty status and steps required to action “in warranty swap out” process. *As part of the install process all iPads are recorded in the asset register with warranty details. This information is then readily available to the support team to handle issues quickly and efficiently.*
- Registration of fault with manufacturer if in warranty.
- Remote monitoring of system alerts and issues.
- Option to modify settings and reconfigure remotely.
- Includes “in warranty swap out.” *Faulty iPads under Manufacturer’s Warranty can be swapped out by engineers for replacement equipment sent by the Manufacturers.*

The following are excluded:

- Callouts. A “callout” is an on-site visit by an engineer. Callouts will be charged according to a set tariff.
- Out of hours support. This is subject to engineer availability and will be charged on an ad hoc basis.
- Parts.

The Services listed above shall not be provided in respect of any item of Hardware: (a) that has been subject to misuse, neglect, abuse, improper storage, accident (other than an accident caused by the product itself); (b) that has been modified by any third party; or (c) that has been disassembled, serviced, or reassembled by any third party.

Hours of support: 9am to 5pm (UK Time), Monday to Friday (excluding public holidays in the UK)

Hours of support relate to iPads only. While calls in relation to NetDirector® Showcase Solutions and NetDirector® Experience Software will be logged via the online support portal, they will be dealt with in accordance with Schedule 2.

## SCHEDULE 2

### SERVICE SUPPORT GUIDE

# 1. Service Support Guide - Summary

This document defines the support levels and procedures that will be applied by GForces in respect of the NetDirector® software ("Software"). "Service Support" means the support to be provided for the Software as set out in this document.

The document describes the actions that will take place whenever support is required, or an issue/fault is reported with Software. It also defines the procedure for alerting GForces to a fault as well as outlining GForces' process for responding, its incident management policy and service level agreements.

## 1.1. Excluded or Chargeable Services

The Service Support procedures do not include any of the following, which GForces may, at its sole discretion, provide to the Customer on request in accordance with GForces' current rates for chargeable services.

- Resolution of any fault or error resulting from:
  - any modifications to the Software or Software Services by any person other than GForces or a person authorised by GForces; or
  - unauthorised use of the Software, operator error, or otherwise from the omission or unauthorised acts of the Customer in connection with the Software Services.
- Infrastructure and/or hardware set-up and configuration queries, including the use of unsupported Internet browsers and operating systems. Supported Internet browsers and operating systems can be viewed on the GForces web site - <https://www.gforces.co.uk/browser-and-device-policy/>.
- Any fault in or unavailability of any third-party software or systems.
- Development, non-standard configurations, and bespoke changes made to the Customer's instance of the Software.
- Any services provided or work carried out by GForces outside of the Hours of Coverage set out in section 2.2 below.

## 1.2. Customer Obligations

In order to receive Service Support, the Customer shall:

- Log a support call or support ticket in accordance with the procedures in this document.
- Provide reasonable assistance to GForces during any investigation.
- Keep GForces updated with any changes within its business that may affect the provision of the Service Support, including changes to operating procedures and practices, marketing campaigns, personnel changes, changes in hardware and/or networks which are not provided by GForces.

Before contacting GForces, the following steps should be followed by the Authorised User experiencing an issue, if they are applicable:

- A different browser should be tried. Some issues are specific to certain browsers. Trying a different browser may result in a temporary workaround or narrow the cause of the issue.
- Contact the Customer's primary internal contact for GForces. Each Customer should have an assigned primary contact to assist with all website and content training and support. That contact may already know of a resolution.

The Customer must accept operating system updates, patches or meet updated technical standard requirements from time to time in order to continue to receive the Service Support. Non-acceptance of these requirements may result in termination of the provision of Service Support.

## 2. Service Support Procedures

### 2.1. Service Support Engagement

As part of the Maintenance Services, an automated monitoring system which shall detect certain faults associated with Software and Hardware.

In addition, Service Support may be requested by the Customer. When requesting the provision of Service Support, the Customer shall log a support request in accordance with these procedures;

	For all NetDirector® Software (excluding NetDirector® Showcase Solutions and NetDirector® Experience)	For NetDirector® Showcase Solutions and NetDirector® Experience
<b>Response</b>	Support calls can be placed to the support services help desk: - by e-mail: <a href="mailto:support@gforces.co.uk">support@gforces.co.uk</a> ; or - by phone to 0844 264 54 64	Support requests must in the first instance be logged through the GForces support portal.

- **Support will be provided in English only.**
- All support requests must be opened with GForces through the procedure outlined above. GForces shall not be liable whatsoever for any failure to meet any applicable service levels in the event that requests for Service Support are submitted through any other medium or in any other manner.

The following Service Level Agreements apply to correctly logged support requests:

	For all NetDirector® Software (excluding NetDirector® Showcase Solutions and NetDirector® Experience):	For NetDirector® Showcase Solutions and NetDirector® Experience:
<b>Response</b>	2 Hours (if request received within Hours of Coverage)	4 Hours (if request received within Hours of Coverage)
<b>Confirmation of Time to Resolve)</b>	Dependent on nature of request & resolution plan	Dependent on nature of request & resolution plan
<b>Release and Implementation</b>	Dependent on release date and implementation plan	Dependent on release date and implementation plan

Service Levels are measured from the time at which the Client has provided all information reasonably required.

Support Request Type classification may vary from the time it is initially logged to reflect changes in circumstances. The classification and reclassification level of all cases shall be at the discretion of GForces.

### 2.2. Hours of Coverage

GForces' Service Support for support requests is available during the following hours.

	Coverage – GForces Support (excluding NetDirector® Showcase Solutions and NetDirector® Experience)	Coverage – GForces Support (NetDirector® Showcase Solutions and NetDirector® Experience)
Monday to Friday*	09:00 to 17:00 (GMT)	09:00 TO 17:00 (GMT)
Saturday*	09:00 to 15.30 (GMT)	09:00 to 15.30 (GMT)
Sunday	Closed	Closed
	*Excluding public and bank holidays in the United Kingdom	*Excluding public and bank holidays in the United Kingdom

Service Support will be provided in English only.

## 2.3. Service Support Request Types

Upon receipt of a Service Support request, GForces shall classify the request type and process the request accordingly. Details regarding each request type is broken down below.

### 2.3.2. Bug Fix (Not Chargeable)

Service interruptions or Software errors where an element of the site or Software is not performing as intended and is preventing the service or platform from functioning as it was designed to, or where system errors have caused (or are likely to cause) a service interruption.

### 2.3.1. Request (Chargeable)

This covers any request for work to make functional or visual changes to a NetDirector product. This includes, but is not limited to graphics for offers, implementation of functionality already available within the Software, layout changes, addition of new sections, feed import/exports and the creation or coordination of campaigns.

### 2.3.3. Feature Request (Chargeable at GForces Discretion)

A Feature Request should be raised when the required functionality is not already available within the Software.

## 3. Business Continuity Planning

Business Continuity Planning for the Software has been conducted to select a cost-effective strategy for restarting operations in the event of a disaster and to identify which operations and supporting activities need to be restarted after a disaster, the maximum acceptable time limits by which they must restart, and the resources needed to restart them. The key metrics defined by the planning are the Recovery Time Objective ("RTO") and the Recovery Point Objective ("RPO").

- The Recovery Time Objective (RTO) defines the target resolution time of an outage.
- The Recovery Point Objective (RPO) defines the target point in time to recover data to in the event of an outage.

For the purpose of this section, a disaster is an incident or event which;

- causes or threatens to cause full and total system outage or total workflow interruption to multiple users; and
- requires special measures to be taken to restore services back to normal.

GForces' Business Continuity Plan (BCP) is continually updated in line with infrastructure improvements and risk assessments, seeking to ensure all aspects of the Software are capable of functioning in the midst of disruptive events.

### 3.1. Disaster Recovery Planning

The RTO and RPO metrics defined in the BCP have been integrated in the NetDirector architectural design in order to ensure the most suitable recovery strategy for each system is implemented to meet those metrics, with the best possible balance of cost, risk and quality of service. The core principles of the design are as follows.

- RTO and RPO targets are achievable and tested.
- There should be no single point of failure in any systems.
- Backups (snapshots) of databases are taken periodically throughout each day.
- Critical data is replicated across multiple availability zones within a given geographic region for full redundancy (and each availability zone is made up of multiple physical data centres).
- Highly available environments with services replicated between multiple servers across multiple availability zones to enable continuous access to systems and data.

### 3.2. RTO & RPO Service Level Objectives

GForces operates with the following Service Level Agreements for the NetDirector product suite.

The following objectives apply separately to each Software product or service environment

Service Level Attribute	Service Level Agreement
Operational Recovery Time Objective (RTO)	2 Hours
Operational Recovery Point Objective (RPO)	24 Hours (max)

## 4. Maintenance & Availability

### 4.1. Maintenance Agreement

While GForces aims to make the Software available 24 hours per day, 7 days per week, some downtime is necessary in order to conduct planned and emergency maintenance. Planned maintenance will be carried out based on market assessment of traffic, time zone and business requirements. Emergency maintenance may be carried out at any time depending on the associated risk or impact to the integrity of the product, service or accompanying data.

GForces will use reasonable endeavours to ensure a minimum written notice period as outlined below is provided:

Maintenance Type	Notice
Planned	2 weeks
Emergency	8 hours

This agreement applies separately to each Software product and service environment .



## 4.2. Availability Service Level Agreement

GForces provides the following Service Level Agreement for the provision of software availability;

### NetDirector – Overall Availability Service Level Agreement

Availability per month (excluding all planned/emergency maintenance)	99.7%
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This agreement applies separately to each Software product or service environment.

## 5. Incident Management

Incident management relates to a technical problem within a NetDirector product or service that is impacting one or more users or workflows, resulting in a system not behaving as it was originally intended.

### 5.1. In Relation to Software Functionality

For incidents that impact functionality within a product or service, but where availability is not impacted, the following Service Level Agreements apply:

Response	Confirmation of Time to Resolve	Release and Implementation
4 Hours	Dependent on nature of defect & resolution plan	Dependent on release date and implementation plan

### 5.2. In Relation to Software Availability

For incidents that are related to the availability of a product or service that are not caused by any form of maintenance, the following applies.

#### 5.2.1 Start Time

The start time of an incident impacting availability of a product or service shall be defined and measured from the time GForces' monitoring systems detect a fault, or the time it is reported to the support services help desk as identified in section 2.1.

#### 5.2.2 End Time

The end time of an incident impacting availability of a product or service shall be defined as the time in which GForces' monitoring systems are no longer able to detect the same fault or the support services help desk issue has been otherwise resolved.

#### 5.2.3. Total Outage Time

The total availability outage period shall be the period, or sum of multiple periods if applicable, from the Start Time (5.2.1) to the End Time (5.2.2).

### 5.3. Incident Classification

The priority given to an incident that will determine how quickly it is scheduled for resolution will be set depending upon a combination of the incident severity and impact, as outlined in the table below.

		Severity		
		Medium	High	Critical
Impact	Medium	P3	P3	P3
	High	P3	P2	P2
	Critical	P3	P2	P1

Severity	Definition
Medium	Minor functional, visual or technical problem that has a low impact on a business-critical workflow
High	Non-critical incident resulting in degraded service or threat of impairment to a business-critical workflow
Critical	Availability of a product or service is completely unavailable or major impairment to one or more business critical workflows

Impact	Definition
Medium	One or two users. Degraded Service Levels but still processing within SLA constraints
High	Multiple users are affected. Degraded Service Levels but still processing within SLA constraints or able to perform only minimum level of service
Critical	All users of a specific service, and multiple clients are affected. Unable to perform within the Service Level Agreements set out at 4.2 above.

Business Critical Workflows	Definition
Lead Syndication	Receiving, processing and sending enquiries
Stock Management	Import feeds, export feeds and accurate presentation of inventory
End User Navigation	Users' ability to freely navigate a frontend solution as originally intended

Classification	Time to Respond
P1	15 minutes from detection of fault by GForces monitoring system or issue being raised to service help desk (provided this is within hours of coverage, section 2.2)

P2	2 hours if request logged within hours of coverage (section 2.2) (4 hours for NetDirector® Showcase Solutions and NetDirector® Experience)
P3	2 hours if request logged within hours of coverage (section 2.2) (4 hours for NetDirector® Showcase Solutions and NetDirector® Experience)

## SCHEDULE 3

## SERVICE DATA SUMMARIES

## NetDirector® Showcase Solutions and NetDirector® Experience

<b>Service</b> <b>Types of personal data</b> <i>(Please see the table at the end of this Schedule which sets out the elements of personal data included within each type)</i> <b>Categories of data subject</b> <b>Processing by GForces</b>	<b>NetDirector® Showcase Solutions and Experience</b> <ul style="list-style-type: none"> <li>• Personal Information (name, email address or other login, password)</li> <li>• Digital footprint</li> </ul> Customer's employees/representatives <b>Purpose of processing</b> <p>GForces processes the Personal Data listed above for the purposes of providing the Services to the Customer, including:</p> <ul style="list-style-type: none"> <li>• Providing access to the applications</li> <li>• Reporting on operational usage</li> <li>• Providing support</li> </ul> <b>Nature of processing</b> <ul style="list-style-type: none"> <li>• The collection, storage and transfer of data for the purposes listed above</li> </ul> <b>Duration of processing</b> <ul style="list-style-type: none"> <li>• For the duration of the Agreement between the parties.</li> </ul>
<b>Data transfers outside the UK/EEA</b>	<p>GForces' wholly owned subsidiaries GForces Web Management FZ LLC (<i>UAE</i>) and GForces Vietnam Web Management Company Limited (<i>Vietnam</i>) provide various support and development services in respect of the Services, and it is sometimes necessary for employees of the subsidiaries to access Personal Data in order to provide those services. The Personal Data never leaves the EEA as part of this process. The data is accessed and processed via secure VPN access points. In order to ensure that such overseas access is compliant with the GDPR, GForces has entered into Standard Contractual Clauses which provide adequate safeguards for Personal Data, and enforceable rights and remedies for data subjects.</p>
<b>Subprocessors</b>	<p>There are no other transfers outside the UK/EEA unless Customer has instructed GForces to send data to a third party outside of the UK/EEA.</p> <ul style="list-style-type: none"> <li>• Amazon Web Services, Inc. (<i>cloud platform provider</i>)</li> <li>• GForces Web Management FZ LLC (<i>wholly owned subsidiary, access only</i>)</li> <li>• GForces Vietnam Web Management Company Limited (<i>wholly owned subsidiary, access Only</i>)</li> <li>• Zioteria Limited</li> <li>• Crucially Digital Limited</li> <li>• Equinox Limited</li> </ul>
<b>Data transfers to third parties</b>	None

engaged by  
Customer

## NetDirector® Auto-e (Full end to end)

### Service

NetDirector® Auto-e (etoe)

### Types of personal data

*(Please see the table at the end of this Schedule which sets out the elements of personal data included within each type)*

- Personal Information
- Digital Footprint
- Biographical Data (*Gender can be inferred from the collection of Data Subject's Title*)
- Employment Data (*processed by sub-processor*)
- Financial Information (*processed by sub-processor*)
- Other (*VRM*)

*Note: Due to the functionality allowed within the Enquiry Manager product, all enquiry forms are fully customisable, and Data Controller would be able to request any type of personal data, which GForces may not be informed about.*

### Categories of data subject

End users of the Customer's website (*customers and prospective customers*)

### Processing by GForces

#### Purpose of processing

GForces processes the Personal Data listed above for the purposes of providing the Services to the Customer, including:

- Providing the Customer with an effective consumer-facing website
- Presenting the Customer with information on the performance and effectiveness of its website, including site traffic and visitor behaviour
- Providing technical support services
- Connecting the Customer with consumers who are interested in the Customer's products and services, obtaining a vehicle valuation or purchasing a vehicle by collecting and passing on contact details and enquiries, valuations and payment details to the Customer
- Passing enquiries to third parties as instructed by the Customer

In addition, if (*and for as long as*) the Customer has opted for the following components of the Services under its Agreement with GForces, data is processed for the purposes stated:

- **Retargeting** (*Criteo or Google Adwords*) - for the retargeting of advertising to end-users when they visit other sites

#### Nature of processing

- The collection, storage and transfer of data for the purposes listed above

#### Duration of processing

- **Website** - For the Term of the Agreement, plus the period from expiry of the Term until deletion of Personal Data by GForces in accordance with the Data Processing Policy.

### Data transfers outside the EEA

- **Enquiry Forms, Valuations, Online Payments** - For thirty one (31) days from the point of data capture when the consumer makes the enquiry. This data will be held for a further fourteen (14) days in archive.

GForces' wholly owned subsidiaries GForces Web Management FZ LLC (*UAE*) and GForces Vietnam Web Management Company Limited (*Vietnam*) provide various support and development services in respect of the Service, and it is sometimes necessary for employees of the subsidiaries to access Personal Data in order to provide those services. The Personal Data never leaves the EEA as part of this process. The data is accessed and processed via secure VPN access points. In order to ensure that such overseas access is compliant with the GDPR, GForces has entered into Standard Contractual Clauses which provide adequate safeguards for Personal Data, and enforceable rights and remedies for data subjects.

There are no other transfers outside the EEA unless Customer has instructed GForces to send data to a third party outside of the EEA.

### Subprocessors

#### All customers

- Amazon Web Services, Inc. (*cloud platform provider*)
- Codeweavers Ltd (*displaying finance calculator for representative finance, and displaying, processing and decisions on finance applications with finance lenders*)
- Auth0, Inc (*Authentication provider for account creation and login*)
- Google, Inc for Google Analytics (*web analytics services performed at the instruction of GForces to track and report site traffic*)
- GForces Web Management FZ LLC (*wholly owned subsidiary, Access only*)
- GForces Vietnam Web Management Company Limited (*wholly owned subsidiary, access Only*)

### Data transfers to third parties engaged by Customer

If (and for as long as) the Customer has opted for the following components of the Services under its Agreement with GForces:

- **Payment Gateway:** Stripe Payments Europe Ltd to take payment in full or a deposit for a vehicle.
- **Valuation Provider:** cap hpi limited
- **Google Inc. for Google Analytics** (*web analytics services performed at the instruction of Customer to track and report site traffic*). Customer acknowledges that any account opened by GForces for the purposes of running web analytics activity is operated on the Customer's behalf, and that any terms (*including data processing terms*) are accepted on behalf of the Customer.
- **Retargeting:** Google Inc. for Google Adwords, Microsoft Ireland Operations Limited for Bing Ads, Criteo Limited (*for retargeting of advertising to end-users when they visit other sites*). Customer acknowledges that any account opened by GForces for the purposes of running retargeting activity is operated on the Customer's behalf, and that any terms (*including data processing terms*) are accepted on behalf of the Customer.
- **CRM/Lead Management systems:** Fastrack, AutoSLM, Vital Software, enquiryMAX, CDK, DealerWeb, CallItAutomotive, Pinewood, Close IT, Contact Advantage, Kerridge, RAPID, Salesforce, Dynamics.

*Note: This list is non-exhaustive and subject to change based on the instructions from GForces customers. Data transferred from this product is not actively pushed out via the API, however data is pulled from the third parties.*

## NetDirector® Enquiry Manager V2

<b>Service</b>	NetDirector® Enquiry Manager V2
<b>Types of personal data</b> <i>(Please see the table at the end of this Schedule which sets out the elements of personal data included within each type)</i>	<ul style="list-style-type: none"> <li>• Personal Information</li> <li>• Digital Footprint</li> <li>• Biographical Data (<i>Gender can be inferred from the collection of Data Subject's Title</i>)</li> <li>• Other (<i>VRM</i>)</li> </ul> <p><i>Note: Due to the functionality allowed within this product, all enquiry forms are fully customisable, and Data Controller would be able to request any type of personal data, which GForces may not be informed about.</i></p>
<b>Categories of data subject</b>	End users of the Customer's website ( <i>customers and prospective customers</i> )
<b>Processing by GForces</b>	<p><b>Purpose of processing</b></p> <p>GForces processes the Personal Data listed above for the purposes of providing the Services to the Customer, including:</p> <ul style="list-style-type: none"> <li>• Connecting the Customer with consumers who are interested in the Customer's products and services by collecting and passing on contact details and enquiries submitted by Customers</li> <li>• Passing enquiries to third parties as instructed by the Customer</li> </ul> <p><b>Nature of processing</b></p> <ul style="list-style-type: none"> <li>• The collection, storage and transfer of data for the purposes listed above</li> </ul> <p><b>Duration of processing</b></p> <ul style="list-style-type: none"> <li>• For thirty-one (31) days from the point of data capture when the consumer makes the enquiry. This data will be held for a further fourteen (14) days in archive.</li> </ul>
<b>Data transfers outside the UK/EEA</b>	<p>GForces' wholly owned subsidiaries GForces Web Management FZ LLC (<i>UAE</i>) and GForces Vietnam Web Management Company Limited (<i>Vietnam</i>) provide various support and development services in respect of the Service, and it is sometimes necessary for employees of the subsidiaries to access Personal Data in order to provide those services. The Personal Data never leaves the EEA as part of this process. The data is accessed and processed via secure VPN access points. In order to ensure that such overseas access is compliant with the GDPR, GForces has entered into Standard Contractual Clauses which provide adequate safeguards for Personal Data, and enforceable rights and remedies for data subjects.</p> <p>There are no other transfers outside the UK/EEA unless Customer has instructed GForces to send data to a third party outside of the UK/EEA.</p>
<b>Subprocessors</b>	<p><b>All customers</b></p> <ul style="list-style-type: none"> <li>• Amazon Web Services, Inc. (<i>cloud platform provider</i>)</li> <li>• GForces Web Management FZ LLC (<i>wholly owned subsidiary, Access only</i>)</li> <li>• GForces Vietnam Web Management Company Limited (<i>wholly owned subsidiary, access Only</i>)</li> </ul>

**Data transfers to third parties engaged by Customer**

If (and for as long as) the Customer has instructed GForces to transfer to a third party:

- **CRM/Lead Management systems:** Fastrack, AutoSLM, Vital Software, enquiryMAX, CDK, DealerWeb, CallItAutomotive, Pinewood, Close IT, Contact Advantage, Kerridge, RAPID, Salesforce, Dynamics.

*Note: This list is non-exhaustive and subject to change based on the instructions from GForces customers. Data transferred from this product is not actively pushed out via the API, however data is pulled from the third parties.*

## NetDirector® Valuations

**Service**

NetDirector® Valuations

**Types of personal data**

*(Please see the table at the end of this Schedule which sets out the elements of personal data included within each type)*

- Personal Information
- Digital Footprint
- Biographical Data (*Gender can be inferred from the collection of Data Subject's Title*)
- Other (*VRM*)

**Categories of data subject**

End users of the Customer's website (*customers and prospective customers*)

**Processing by GForces**

**Purpose of processing**

GForces processes the Personal Data listed above for the purposes of providing the Services to the Customer, including:

- Connecting the Customer with consumers who are interested in the Customer's products and services by collecting and passing on contact details and enquiries submitted by Customers
- Passing enquiries to third parties as instructed by the Customer

**Nature of processing**

- The collection, storage and transfer of data for the purposes listed above

**Duration of processing**

- For thirty-one (31) days from the point of data capture when the consumer makes the enquiry. This data will be held for a further fourteen (14) days in archive.



**Data transfers outside the UK/EEA**

GForces' wholly owned subsidiaries GForces Web Management FZ LLC (*UAE*) and GForces Vietnam Web Management Company Limited (*Vietnam*) provide various support and development services in respect of the Service, and it is sometimes necessary for employees of the subsidiaries to access Personal Data in order to provide those services. The Personal Data never leaves the EEA as part of this process. The data is accessed and processed via secure VPN access points. In order to ensure that such overseas access is compliant with the GDPR, GForces has entered into Standard Contractual Clauses which provide adequate safeguards for Personal Data, and enforceable rights and remedies for data subjects.

There are no other transfers outside the UK/EEA unless Customer has instructed GForces to send data to a third party outside of the UK/EEA.

**Subprocessors****All customers**

- Amazon Web Services, Inc. (*cloud platform provider*)
- GForces Web Management FZ LLC (*wholly owned subsidiary, Access only*)
- GForces Vietnam Web Management Company Limited (*wholly owned subsidiary, access Only*)

**Data transfers to third parties engaged by Customer**

If (*and for as long as*) the Customer has instructed GForces to transfer to a third party:

- **Valuation Provider:** cap hpi limited
- **CRM/Lead Management systems:** Fastrack, AutoSLM, Vital Software, enquiryMAX, CDK, DealerWeb, CallItAutomotive, Pinewood, Close IT, Contact Advantage, Kerridge, RAPID, Salesforce, Dynamics.

*Note: This list is non-exhaustive and subject to change based on the instructions from GForces customers.*

## NetDirector® Online Payments

**Service**

NetDirector® Online Payments

**Types of personal data**

*(Please see the table at the end of this Schedule which sets out the elements of personal data included within each type)*

- Personal Information
- Digital Footprint
- Biographical Data (*Gender can be inferred from the collection of Data Subject's Title*)
- Other (*VRM*)

**Categories of data subject**

End users of the Customer's website (*customers and prospective customers*)

### Processing by GForces

#### Purpose of processing

GForces processes the Personal Data listed above for the purposes of providing the Services to the Customer, including:

- Connecting the Customer with consumers who are interested in the Customer's products and services by collecting and passing on contact details and enquiries submitted by Customers
- Passing enquiries to third parties as instructed by the Customer

#### Nature of processing

- The collection, storage and transfer of data for the purposes listed above

#### Duration of processing

- For thirty-one (31) days from the point of data capture when the consumer makes the enquiry. This data will be held for a further fourteen (14) days in archive.

### Data transfers outside the UK/EEA

GForces' wholly owned subsidiaries GForces Web Management FZ LLC (*UAE*) and GForces Vietnam Web Management Company Limited (*Vietnam*) provide various support and development services in respect of the Service, and it is sometimes necessary for employees of the subsidiaries to access Personal Data in order to provide those services. The Personal Data never leaves the EEA as part of this process. The data is accessed and processed via secure VPN access points. In order to ensure that such overseas access is compliant with the GDPR, GForces has entered into Standard Contractual Clauses which provide adequate safeguards for Personal Data, and enforceable rights and remedies for data subjects.

There are no other transfers outside the UK/EEA unless Customer has instructed GForces to send data to a third party outside of the UK/EEA.

### Subprocessors

#### All customers

- Amazon Web Services, Inc. (*cloud platform provider*)
- GForces Web Management FZ LLC (*wholly owned subsidiary, Access only*)
- GForces Vietnam Web Management Company Limited (*wholly owned subsidiary, access Only*)

### Data transfers to third parties engaged by Customer

If (*and for as long as*) the Customer has instructed GForces to transfer to a third party:

- **Payment Gateway:** Stripe Payments Europe Ltd, and PayPal (*Europe*) S.à r.l. et Cie, S.C.A.
- **CRM/Lead Management systems:** Fastrack, AutoSLM, Vital Software, enquiryMAX, CDK, DealerWeb, CallItAutomotive, Pinewood, Close IT, Contact Advantage, Kerridge, RAPID, Salesforce, Dynamics.

### Subprocessors

#### All customers

- Amazon Web Services, Inc. (*cloud platform provider*)
- GForces Web Management FZ LLC (*wholly owned subsidiary, Access only*)
- GForces Vietnam Web Management Company Limited (*wholly owned subsidiary, access Only*)

### Data transfers to third parties

None

engaged by  
Customer

## NetDirector® Console

### Service

NetDirector® Console

### Types of personal data

*(Please see the table at the end of this Schedule which sets out the elements of personal data included within each type)*

- Personal Information
- Digital Footprint
- Employment Data

### Categories of data subject

Customer employees/representatives

### Processing by GForces

#### Purpose of processing

GForces processes the Personal Data listed above for the purposes of providing the Services to the Customer, including:

- Providing access to GForces technology
- Managing the Services

#### Nature of processing

- The collection, storage and transfer of data for the purposes listed above

#### Duration of processing

User login credentials will be held for the duration of the Agreement, and for one (1) month post termination. This data will be held for a further fourteen (14) days in archive.

Log data of user activity will be held indefinitely for the purposes of incident management investigations and/or resolving disputes.

### Data transfers outside the UK/EEA

GForces' wholly owned subsidiaries GForces Web Management FZ LLC (*UAE*) and GForces Vietnam Web Management Company Limited (*Vietnam*) provide various support and development services in respect of the Service, and it is sometimes necessary for employees of the subsidiaries to access Personal Data in order to provide those services. The Personal Data never leaves the EEA as part of this process. The data is accessed and processed via secure VPN access points. In order to ensure that such overseas access is compliant with the GDPR, GForces has entered into Standard Contractual Clauses which provide adequate safeguards for Personal Data, and enforceable rights and remedies for data subjects.

There are no other transfers outside the UK/EEA unless Customer has instructed GForces to send data to a third party outside of the UK/EEA.

### Subprocessors

All customers

**Data transfers to third parties engaged by Customer**

- Amazon Web Services, Inc. (*cloud platform provider*)
- GForces Web Management FZ LLC (*wholly owned subsidiary, Access only*)
- GForces Vietnam Web Management Company Limited (*wholly owned subsidiary, access Only*)

None

## NetDirector® BI

**Service**

NetDirector® BI

**Types of personal data**

(Please see the table at the end of this Schedule which sets out the elements of personal data included within each type)

- Personal Information

**Categories of data subject**

Customer employees/representatives

**Processing by GForces**

**Purpose of processing**

GForces processes the Personal Data listed above for the purposes of providing the Services to the Customer, including:

- Providing access to the application

**Nature of processing**

- Providing access to the application

**Duration of processing**

- For one hundred and eight three (183) days from the point of data capture when the consumer makes the enquiry.

**Data transfers outside the UK/EEA**

GForces' wholly owned subsidiaries GForces Web Management FZ LLC (*UAE*) and GForces Vietnam Web Management Company Limited (*Vietnam*) provide various support and development services in respect of the Service, and it is sometimes necessary for employees of the subsidiaries to access Personal Data in order to provide those services. The Personal Data never leaves the EEA as part of this process. The data is accessed and processed via secure VPN access points. In order to ensure that such overseas access is compliant with the GDPR, GForces has entered into Standard Contractual Clauses which provide adequate safeguards for Personal Data, and enforceable rights and remedies for data subjects.

There are no other transfers outside the UK/EEA unless Customer has instructed GForces to send data to a third party outside of the UK/EEA.

<b>Subprocessors</b>	<b>All customers</b> <ul style="list-style-type: none"> <li>Amazon Web Services, Inc. (<i>cloud platform provider</i>)</li> <li>GForces Web Management FZ LLC (<i>wholly owned subsidiary, Access only</i>)</li> <li>GForces Vietnam Web Management Company Limited (<i>wholly owned subsidiary, access Only</i>)</li> </ul>
<b>Data transfers to third parties engaged by Customer</b>	None

## NetDirector® Vehicle Data Manager

<b>Service</b>	NetDirector® Vehicle Data Manager
<b>Types of personal data</b> <i>(Please see the table at the end of this Schedule which sets out the elements of personal data included within each type)</i>	<ul style="list-style-type: none"> <li>Other (VIN and VRM)</li> </ul>
<b>Categories of data subject</b>	None
<b>Processing by GForces</b>	<p><b>Purpose of processing</b></p> <p>GForces processes the Personal Data listed above for the purposes of providing the Services to the Customer, including:</p> <ul style="list-style-type: none"> <li>To surface vehicle data to other NetDirector® products</li> </ul> <p><b>Nature of processing</b></p> <ul style="list-style-type: none"> <li>To surface vehicle data to other NetDirector® products</li> </ul> <p><b>Duration of processing</b></p> <ul style="list-style-type: none"> <li>For the Term of the Agreement, plus the period from expiry of the Term until deletion of Personal Data by GForces in accordance with the Data Processing Policy.</li> </ul>
<b>Data transfers outside the UK/EEA</b>	<p>GForces' wholly owned subsidiaries GForces Web Management FZ LLC (<i>UAE</i>) and GForces Vietnam Web Management Company Limited (<i>Vietnam</i>) provide various support and development services in respect of the Service, and it is sometimes necessary for employees of the subsidiaries to access Personal Data in order to provide those services. The Personal Data never leaves the EEA as part of this process. The data is accessed and processed via secure VPN access points. In order to ensure that such overseas access is compliant with the GDPR, GForces has entered into Standard Contractual Clauses which provide adequate safeguards for Personal Data, and enforceable rights and remedies for data subjects.</p>

	There are no other transfers outside the UK/EEA unless Customer has instructed GForces to send data to a third party outside of the UK/EEA.
<b>Subprocessors</b>	<p><b>All customers</b></p> <ul style="list-style-type: none"> <li>• Amazon Web Services, Inc. (<i>cloud platform provider</i>)</li> <li>• GForces Web Management FZ LLC (<i>wholly owned subsidiary, Access only</i>)</li> <li>• GForces Vietnam Web Management Company Limited (<i>wholly owned subsidiary, access Only</i>)</li> </ul>
<b>Data transfers to third parties engaged by Customer</b>	None

## Elements of personal data included within each data type

Category Number	Type	Elements
<b>1</b>	Personal Information	<ul style="list-style-type: none"> <li>• First Name or initial</li> <li>• Full name</li> <li>• Last Name or initial</li> <li>• Date of Birth</li> <li>• Place of Birth</li> <li>• Full Home Address</li> <li>• Post Code</li> <li>• Marital Status</li> <li>• Telephone numbers, including mobile, business, and personal numbers</li> <li>• Passport Number</li> <li>• Driver's License number</li> <li>• Residence and geographic records</li> <li>• Next of Kin Details</li> <li>• Government Issued ID card</li> </ul>
<b>2</b>	Digital footprint	<ul style="list-style-type: none"> <li>• Unique device identifier (<i>e.g. mobile device identifier iPad, iPhone</i>)</li> <li>• IP Address</li> <li>• Email address or other online contact information</li> <li>• A persistent identifier (<i>e.g. unique customer number in a cookie</i>)</li> <li>• Login name, screen name, nickname, or handle</li> <li>• Geo-Tracking Data, Location-based services</li> <li>• Application/Website Usage, Device/Operating System/Browser Information and/or Customer Behaviour (<i>Application Logs</i>)</li> <li>• Passwords/ Authentication pins or codes</li> <li>• Geo Location Data</li> <li>• Secret questions</li> <li>• Secret questions answers</li> <li>• Digitized or electronic signatures</li> </ul>
<b>3</b>	Medical or Health Data	<ul style="list-style-type: none"> <li>• NHS Number</li> <li>• Sick Days</li> <li>• Information about Sick Leave</li> <li>• Doctor's Visits</li> <li>• Biological traits, such as genetic material</li> <li>• Fitness Data</li> </ul>

		<ul style="list-style-type: none"> <li>• X-rays, fingerprints, or other biometric image or template data (<i>e.g., retina scan, voice signature, facial geometry</i>)</li> <li>• Medication</li> <li>• Information about health plans, beneficiaries, etc.</li> <li>• Images from Medical systems, photographs or laboratory testing results</li> <li>• Medical records, include diagnosis and disease information, Medical procedures performed, treatments received, dates of services, etc.</li> </ul>
4	Biographical data	<ul style="list-style-type: none"> <li>• Age, if specific</li> <li>• Photographic image (<i>especially of face or other distinguishing characteristic</i>)</li> <li>• Gender</li> <li>• Hair Colour</li> <li>• Defining Characteristics</li> <li>• Eye Colour</li> <li>• Height</li> <li>• Weight</li> </ul>
5	Employment data	<ul style="list-style-type: none"> <li>• NI Number</li> <li>• Working Hours / Time Tracking</li> <li>• Salary Information</li> <li>• Job Position</li> <li>• School, College, University, Workplace Names &amp; Addresses</li> <li>• Certificates / Testimonials</li> <li>• Assessments / References</li> <li>• Performance / Appraisals</li> <li>• Tax Information</li> <li>• Education Information, including grades</li> </ul>
6	Financial information	<ul style="list-style-type: none"> <li>• Financial Accounts, institutions and transactions</li> <li>• Bank Information</li> <li>• Credit Card Numbers (<i>especially Personal Credit Cards</i>) Spending Habits, Transaction History, Debt Information Credit Score</li> <li>• Pension details</li> <li>• Account number(s)</li> <li>• Bank Account, routing or other electronic payment information</li> <li>• Credit reports or other information used to determine Credit worthiness</li> <li>• Earnings information, tax returns, bank statements, and other information about assets</li> <li>• Credit or payment history, outstanding loan/lease balances, loan/lease terms, account standing</li> </ul>
7	Special categories	<ul style="list-style-type: none"> <li>• Political opinions</li> <li>• Religious or other similar beliefs Membership of trade unions</li> <li>• Physical or mental health or condition Sexual life</li> <li>• Convictions, proceedings and criminal acts Ethnicity/Race</li> <li>• Biometrics</li> </ul>
8	Payment Card Industry Data (PCI)	<ul style="list-style-type: none"> <li>• Full Primary Account Number (PAN) Service code</li> <li>• Expiration date</li> <li>• Full Magnetic Stripe Data</li> <li>• CAV2 / CVC2 / CVV / CVV2 / CID PIN / PIN Block</li> </ul>
9	Other	<ul style="list-style-type: none"> <li>• Any other</li> </ul>

## SCHEDULE 4

### DATA PROCESSING POLICY

#### Purpose

The purpose of this document is to outline the policy that G-Forces Web Management Ltd (GForces) enforces with the aim of ensuring that any data processed by GForces on behalf of its clients is processed in a manner which meets the requirements of all applicable EU data protection legislation.

#### Scope

The scope of this document extends to all staff, contractors, temporary employees who process data for or on behalf of GForces, and all interested parties who instruct GForces to process data on their behalf.

#### Objectives

The objective of this policy is to ensure the privacy and protection of all data processed through GForces technology, including Personally Identifiable Information (PII).

### Data Protection Policy for Processing Data

#### 1. The General Data Protection Regulation

The General Data Protection Regulation 2016 (GDPR) is one of the most significant pieces of legislation affecting the way that GForces carries out its information processing activities. Significant fines are applicable if a breach is deemed to have occurred under the GDPR, which is designed to protect the personal data of citizens of the European Union. It is GForces' aim to ensure that our compliance with the GDPR and other relevant EU data privacy legislation is clear and demonstrable at all times.

#### 2. Definitions

There is a total of 26 definitions listed within the GDPR and it is not appropriate to reproduce them all here. However, the most fundamental definitions with respect to this policy are as follows:

'personal data' means:

*any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;*

'processing' means:

*any operation or set of operations which is performed on personal data or 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;*

'processor' means:

*a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;*

'controller' means:

*the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of processing of personal data; where the purpose and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.*

In this policy we use the term 'Data Controller' to refer to a controller, and 'Data Subject' to refer to a data subject, both as defined above.

#### 2.1. Principles Relating to Processing of Personal Data

There are a number of fundamental principles upon which the GDPR is based as defined in Article 5. These are as follows:



"1. Personal data shall be:

- (a) processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
- (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall, in accordance with Article 89(1), not be considered to be incompatible with the initial purposes ('purpose limitation');
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject ('storage limitation');
- (f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality')."

GForces must ensure that it complies with all of these principles both in the processing it currently carries out and as part of the introduction of new methods of processing such as new IT systems. The operation of an information security management system (ISMS) that conforms to the ISO/IEC 27001:2013 international standard is a key part of that commitment.

The GDPR states that the Data Controller shall be responsible for, and be able to demonstrate compliance with, the principles set out above. Although it is the Data Controller who is ultimately accountable, GForces seeks to assist the Data Controller in achieving compliance by following the procedures set out in this policy, and by complying with GForces' own obligations as a data processor under the GDPR.

## 2.2. Data Collection and Processing

Article 6 of the GDPR defines the legal basis under which data can be processed. It is the Data Controller's responsibility to determine the lawful basis under which any data collected will be processed. The Data Controller can then instruct GForces to process data on its behalf. GForces only processes data on behalf of the Data Controller under written instruction contained within the contract with GForces. In order to support our clients on their journey towards compliance and ensure the requirements of the GDPR can be met, GForces is making the necessary changes to all standard form sets. All enquiry forms where marketing preferences are collected will be amended to allow the Data Subject to opt into marketing via four separate mediums (Email, Phone, SMS and Post). In addition, enquiry forms will support the option of either a content managed Terms and Conditions section or a modal window, both allowing full terms, conditions, and fair processing notices to be displayed to the Data Subject prior to enquiry submission.

The GDPR sets out specific guidelines for the collection and processing for data in relation to children for the purpose of this agreement defined as any persons under the age of 16. In order to address this, GForces is also providing the option to have an age confirmation field requiring the Data Subject provide positive confirmation of age before the enquiry can be submitted.

All of the above changes will be made available to customers using NetDirector® Enquiry Manager standard form sets, and can be activated by following the instruction in the Marketing Preferences and GDPR Bulletin, via your Account Manager, Digital Advisor or by contacting [support@gforces.co.uk](mailto:support@gforces.co.uk). If a client has opted for customised forms including legacy NetDirector® Auto V8 forms, they will need to contact their Account Manager to discuss the option of these changes being made to their forms. Please be advised that there may be additional fees for these changes unless the customer decides to revert back to GForces' standard form set.

To support those clients that export their enquiries to third parties, GForces will make updates to its export API. It is the client's responsibility as Data Controller to communicate and coordinate with relevant third parties to allow any additional fields to be passed through from GForces.

As mentioned, it is important that all Data Controllers have determined the legal basis for collecting data and conducted any necessary Data Protection Impact Assessments associated with the collection of data.

### 2.3. Marketing Preferences

Whilst the collection of Marketing Preferences will be available on all data submission forms available on GForces technology, the Data Controller must determine if the collection of these preferences is necessary on every form. This will depend on the legal basis for processing. If consent is being relied on by the Data Controller as the legal basis for processing, pursuant to Recital 32 of the GDPR the Data Subject must provide consent via an affirmative act (e.g. ticking an opt-in box), and for each communication method separately. GForces will assist Data Controllers by ensuring that consent can be given freely and independently for marketing via post, SMS, phone and email on all standard forms across its technology.

### 2.4. Data Retention and Anonymization

All data collected, processed and stored by GForces will reside in relative databases or object storage for thirty-one (31) days for any given product. At the end of the 31st day, all data in its raw format will remain only in backups. Data Controllers will be able to recover this data for a period of fourteen (14) days from the creation of the backups, after which the backups will be automatically destroyed and unrecoverable.

GForces has defined these time periods as the minimum required to provide the contracted services and to ensure business continuity can be established in the event of technical or security failures.

In addition to retention in the backups, some personal data is automatically anonymised in such a way that there is no ability to reverse engineer this data and is retained indefinitely. From this point forward, the data is referred to as 'GForces Data' (see section 4.9).

All data, whether in its raw format, backup or anonymised state is stored encrypted. The following products data will be destroyed and anonymized from the effective date;

- 2.4.1. NetDirector® Valuations
- 2.4.2. NetDirector® Enquiry Manager
- 2.4.3. NetDirector® Service Centre
- 2.4.4. NetDirector® Online Payments
- 2.4.5. NetDirector® Call Manager

Prior to the effective date, all customers will be able to export any data they have contained in these products. If you have problems doing this, please contact your Account Manager who can assist you.

### 2.5. Data Encryption and Security

In early 2015, GForces became aware of the regulatory reforms being proposed by the European Commission, Parliament and Council in regard to Data Privacy. Also, Information Security was becoming a more prominent requirement of doing business, both domestically and internationally. GForces subsequently implemented, and now operates and maintains an Information Security Management System (ISMS) that conforms to the international standard ISO/IEC 27001:2013. GForces received a positive recommendation from the British Standard Institution (BSi) to the UK Accreditation Service (UKAS) for certification to this standard and has continued to maintain this certification since November 2015.

Overall authority of the ISMS sits with the ISMS Governing Body which is formed of five staff members, four of whom are Group Directors, including the Group Managing Director, demonstrating GForces commitment at the highest level.

Using ISO/IEC 27001:2013 and ISO/IEC 27002:2013 as a guide, as well as other industry best practice standards such as ITIL, GForces has implemented a number of security controls, policies and procedures to ensure the Confidentiality, Integrity and Availability of its own and clients' Data, Systems and Infrastructure.

All data is encrypted in both transit and at rest. During transit, GForces uses SSL/TLS as a minimum standard, and whilst the data is at rest, GForces uses AES-256bit encryption as a minimum standard (except where national legislation requires otherwise). In addition, GForces adopts various industry standard best practices to ensure maximum security of data, for example Least privileged first.

### 2.6. Rights of the Data Subject

Under Chapter 3 of the GDPR, the data subject also has a number of rights. These consist of:

1. The right to be informed
2. The right of access

3. The right of rectification
4. The right of erasure
5. The right to restrict processing
6. The right to data portability
7. The right to object
8. Rights in relation to automated decision making and profiling.

Each of these rights are supported by appropriate procedures within GForces that allow the required action to be taken within the timescales stated in the GDPR. In the event that GForces receives a request from a Data Subject, GForces will inform the Data Controller of the request without delay. GForces will wait for further instructions from the Data Controller before processing the request.

## 2.7. GForces Data

In addition to the data GForces processes under written instruction from the Data Controller, GForces collects additional data directly from the Data Subject whilst using GForces Technology. For this data, GForces is the Data Controller and this data is defined as 'GForces Data'.

For GForces Data, it is GForces' responsibility to assign a legal basis for its collection, processing and storage. The table below details the GForces data collected, the purpose for which it is collected, the legal basis for which the data is processed and the retention period of this data.

Data Collected	Purpose of Collection	Legal Basis	Retention Period
Data Subject IP Address	Collected in GForces SnowPlow technology and used to provide Business Intelligence around geo locations of site users.	Legitimate Interest	Indefinitely in SnowPlow Backups, for Business Continuity purposes in case of data corruption
Data Subject IP Address	Collected in GForces SnowPlow technology and used for cyber security purposes in the event of a cyber-attack, as part of GForces Incident Management process.	Legitimate Interest	Indefinitely in SnowPlow Backups, for Business Continuity purposes in case of data corruption
Data Subject Area codes (not full postal codes)	Collected when Data Subject enters Postal Code into any online form in GForces SnowPlow and used to enhance Business Intelligence around geo locations of site users.	Legitimate Interest	Indefinitely in SnowPlow Backups and in the Data Warehouse, for Business Continuity purposes in case of data corruption
Other Data; -collector timestamp -constant set by collector -constant collector name/version -user agent user uses -referrer form HTTP header	Collected in GForces SnowPlow technology and used to provide Business Intelligence for product enhancement and marketing reporting	Legitimate Interest	Indefinitely in SnowPlow Backups, for Business Continuity purposes in case of data corruption

-part of query string (omitted params) -full query string -body of request (in POST) -list of headers, user's browser sends -content type if any (usually json) -user hostname (if available) -from 3rd party cookie (random UUID v4)			
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GForces has no ability to identify a Data Subject from their IP Address, Area Code or other data collected. None of the GForces Data is used for the purposes of sales or marketing to the Data Subject.

#### 2.8. Privacy by Design

GForces has adopted the principle of privacy by design and will ensure that the definition and planning of all new or significantly changed systems that collect or process personal data will be subject to due consideration of privacy issues, including the completion of one or more privacy impact assessments. The privacy impact assessments will include:

- 2.8.1. Consideration of how personal data will be processed and for what purposes
- 2.8.2. Assessment of whether the proposed processing of personal data is both necessary and proportionate to the purpose(s)
- 2.8.3. Assessment of the risks to individuals in processing the personal data
- 2.8.4. What controls are necessary to address the identified risks and demonstrate compliance with legislation

Use of techniques such as data minimisation and pseudonymisation should be considered where applicable and appropriate.

Whilst GForces conducts a privacy impact assessment for its technology, the Data Controller must conduct its own as required by Article 35 of the GDPR.

#### 2.9. Transfer of Personal Data

GForces only transfers data under the instruction of the Data Controller. All GForces' systems for EEA clients are hosted in the EEA unless otherwise instructed. Where non-GForces technology (including third party solutions resold via GForces) is hosted on a GForces platform, this policy does not cater for those provisions, but further information can be provided on request.

#### 2.10. Data Protection Officer

A defined role of Data Protection Officer (DPO) is required under the GDPR if an organisation is a public authority, if it performs large scale monitoring or if it processes particularly sensitive types of data on a large scale. The DPO is required to have an appropriate level of knowledge and can either be an in-house resource or outsourced to an appropriate provider.

Based on these criteria, GForces has appointed a DPO who can be contacted at [dpo@gforces.co.uk](mailto:dpo@gforces.co.uk).

#### 2.11. Breach Notification

It is GForces' policy to be fair and proportionate when considering the actions to be taken to inform affected parties regarding breaches of personal data. In line with the GDPR, where a breach is known to have occurred which is likely to result in a risk to the rights and freedoms of individuals, GForces will inform the Data Controller without delay and the data controller will be responsible for informing the relevant Data Protection Authority (DPA) within 72 hours. This will be managed in accordance with our Incident Management Policy which sets out the overall process of handling information security incidents.

## 2.12. Addressing Compliance with the GDPR

The following actions are undertaken to ensure that GForces complies at all times with its responsibilities as a data processor under the GDPR:

- 2.12.1. Data is only processed on documented instructions from the Data Controller.
- 2.12.2. A Data Protection Officer has been appointed with specific responsibility for data protection within GForces.
- 2.12.3. All staff involved in handling personal data understand their responsibilities for following good data protection practice, including, but not limited to confidentiality obligations in contracts of employment.
- 2.12.4. Training in data protection has been provided to all staff.
- 2.12.5. Rigorous technical and organisational measures are in place (see 4.7 above). GForces operates and maintains an Information Security Management System (ISMS) that conforms to the international standard ISO/IEC 27001:2013.
- 2.12.6. Routes are available to Data Subjects wishing to exercise their rights regarding personal data and such enquiries are handled effectively.
- 2.12.7. Procedures are in place to deal with breach notifications (see 4.13 above).
- 2.12.8. GForces will assist Data Controllers in conducting any privacy impact assessments relevant to GForces' processing activities, and in any consultations with supervisory authorities in the case of high risk processing.
- 2.12.9. GForces will co-operate with supervisory authorities in the performance of their tasks.
- 2.12.10. Regular reviews of procedures involving personal data are carried out.
- 2.12.11. Privacy by design is adopted for all new or changed systems and processes.
- 2.12.12. The following information on processing activities is recorded:
  - 2.12.12.1. Data Controller's name and relevant contact details (including name of the DPO)
  - 2.12.12.2. Purposes of the personal data processing
  - 2.12.12.3. Categories of individuals and personal data processing
  - 2.12.12.4. Categories of personal data recipients
  - 2.12.12.5. Agreements and mechanisms for transfer of personal data to non-EU countries including details of controls in place
  - 2.12.12.6. Personal data retention schedules
  - 2.12.12.7. Relevant technical and organisational controls in place
  - 2.12.12.8. Where applicable, details of any subprocessors (including contact details and the name of the DPO).
- 2.12.13. GForces shall comply with requests of Data Controllers for the deletion or return of personal data when GForces' services are no longer required, with the exception of where data is stored within data backup, where it will auto delete after 14 days.

These actions will be reviewed on a regular basis as part of the management review process for the information security management system.

**SCHEDULE 5**

## Manufacturer's Warranties

Hardware Item	Length of Warranty	Description of Warranty
Players	2 years (plus 3 <sup>rd</sup> year covered by GForces if a Unity maintenance package is purchased)	The manufacturer will repair or replace a faulty player, subject to Customer sending the player to an address in the UK to be designated by GForces
Screens	3 years	The manufacturer will repair or replace a faulty screen, subject to Customer making the screen available for collection (i.e. removing the screen from the wall and packaging it).
iPads	12 months	The manufacturer will repair or replace a faulty iPad, subject to Customer sending the player to an address in the UK to be designated by GForces
Totems/furniture (if supplied by GForces)	2 years (plus 3 <sup>rd</sup> year covered by GForces if a Unity maintenance package is purchased) but only if totem/furniture has been supplied by GForces	The manufacturer will repair or replace a faulty item, subject to Customer sending the player to an address in the UK to be designated by GForces.
Other Hardware	As notified	As notified

**The Manufacturer's Warranties will only apply if Customer complies with the conditions attached to those warranties. The Manufacturer's Warranties shall be subject to any terms imposed by the Manufacturer.**