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NetDirector® Keyloop Service Booking
Additional Terms and Conditions

April 2021

In addition to the GForces SaaS and Services Terms and Conditions (“the **Terms**”), the following terms and conditions (“**Additional Service Booking Terms**”) shall apply to NetDirector® Keyloop Service Booking. These Additional Service Booking Terms amend and supplement the Terms. In the event of a conflict between the Terms and these Additional Service Booking Terms, these Additional Service Booking Terms shall take precedence in relation to NetDirector® Keyloop Service Booking. These Additional Service Booking Terms shall be deemed to be included within the definition of “Agreement” in the Terms. All provisions of the Terms not amended by these Additional Service Booking Terms shall continue to apply with full force and effect.

1. Definitions and interpretation

- 1.1 Definitions set out in the Terms shall apply to these Additional Service Booking Terms.
- 1.2 The following definitions apply to these Additional Service Booking Terms:

DMS	Keyloop’s dealer management system, including any open platform, APIs or other technical methods for integration made available by Keyloop to facilitate GForces’ access to the dealer management system.
Keyloop	Keyloop (UK) Limited.

2. Term and termination

- 2.1 Clauses 17.1 and 17.2 of the Terms shall be replaced with the following:

“This Agreement shall, unless otherwise terminated in this clause 17, commence on the Effective Date and shall continue until the end of the Initial Subscription Term. Thereafter, this Agreement shall be automatically renewed for successive periods of one month (each a “Renewal Period”), unless:

- a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the Initial Subscription Term or current Renewal Period (as applicable); or
- b) otherwise terminated in accordance with the provisions of this Agreement

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the “Subscription Term”.”

- 2.2 GForces may terminate this Agreement immediately upon written notice if it is unable to provide the Services because Keyloop has restricted or removed GForces’ access to the DMS (including by terminating its licence), except where such restriction or removal of access is temporary.
- 2.3 Customer may terminate this Agreement immediately upon written notice if GForces is unable to provide the Services because Keyloop has restricted or removed GForces’ access to the DMS. The foregoing termination right shall not apply where such restriction or removal of access (i) is temporary, or (ii) occurs because the contract between Customer and Keyloop has terminated, expired or been suspended.

3. DMS

- 3.1 Customer confirms that:
- 3.1.1 it has a contract in place with Keyloop for the use of the DMS; and
 - 3.1.2 it has obtained all consents and permissions to allow GForces to provide the Services, including any consents from Keyloop.
- 3.2 Customer acknowledges that GForces' ability to provide the Configuration Services is dependent upon Customer:
- 3.2.1 paying any activation fees required by Keyloop;
 - 3.2.2 configuring the DMS and modifying settings;
 - 3.2.3 participating in testing; and
 - 3.2.4 providing all Input Material and other information, data and documentation reasonably required by GForces.

If Customer has not completed the requirements above within one month after the Effective Date, the Initial Subscription Term shall automatically commence (even though there has been no handover of the operational Software) and GForces shall be entitled to start charging the minimum monthly amounts for Transaction Fees as stated on the Order Confirmation Form.

- 3.3 Customer gives GForces consent to access the DMS via the Services and to make changes to the data stored there for the purposes of carrying out the Services.
- 3.4 Customer acknowledges that the DMS is a "Third Party Service" within the meaning of clause 8.1 of the Terms. GForces draws attention in particular to the application of the following terms to Third Party Services:
- Clause 7.4.4
 - Clause 7.6.1 (final sentence).
 - Clause 8.3
- 3.5 Clause 8.4 of the Terms shall be replaced with the following:

"Customer acknowledges that the provision of the Services is dependent on the availability of the DMS, and such availability is not guaranteed by GForces. GForces shall not be liable to Customer for discontinuation or suspension of access to the DMS, or the disablement or unavailability of the DMS."

- 3.6 GForces shall not be liable for any inability to provide the Services to the extent that such inability results from information requested by the Software not being present on the DMS.

4. Support

- 4.1 Except as stated in this paragraph 4, the Service Level Agreements set out in the Service Support Guide do not apply to any fault or error arising from an issue with the DMS. The time to resolve any issues with the DMS will always be subject to Keyloop's own response times and actions.
- 4.2 The Service Level Agreement at paragraph 2.1 of the Service Support Guide shall apply to faults or errors arising from an issue with the DMS. However, the 2-hour response time relates only to a response by GForces, and not a response by Keyloop.

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- 4.3 Any outage time caused by the unavailability of the DMS shall not be included in the calculation of overall availability for the purposes of the Availability Service Level Agreement at paragraph 4.1 of the Service Support Guide.

5. Payment terms

Clauses 12.2 to 12.4 of the Terms shall be replaced with the following:

“a) The Fees shall fall due as follows:

-Transaction Fees are due once the relevant transaction is complete, and shall be invoiced monthly within 4 Business Days of the end of the month in which the transaction occurred. Invoices for Transaction Fees shall be payable by direct debit within 5 Business Days of the end of the month in which the transaction occurred.

b) If Customer fails to pay any invoice in accordance with this Agreement:

-GForces may, without liability to Customer, immediately 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;

-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;

-GForces may terminate this Agreement with immediate effect by giving written notice to the Customer. If GForces exercises this right of termination, then Customer shall pay to GForces immediately all outstanding agreed sums (including all sums due but not invoiced and all other sums due or payable under this Agreement).

6. Data processing

- 6.1 The Service Data Summaries referred to in the Terms shall be replaced with the Service Data Summary in the Schedule to these Additional Service Booking Terms, as updated from time to time.

- 6.2 Clause 7.3.2 of the Terms shall be replaced with the following:

“Customer shall display an appropriate privacy policy to all end users of the Services. The privacy policy shall set out the terms on which the processing of Customer's Personal Data and GForces Data is conducted, and shall include as a minimum the wording below:

When someone uses our service booking facility, our web provider GForces Web Management Limited collects standard internet log information (your IP address, browser, and type of device) and details of visitor behaviour patterns (where you entered the application from, the path you take through the application and where you leave). These are stored against unique ids (which are strings of numbers). GForces collects this information for the legitimate business purpose of monitoring the number of visitors to the application, the general geographic location of visitors and engagement levels, which in turn enables it to make improvements to the application and services, and provide business intelligence. This information is only processed in a way which does not identify anyone. It is kept indefinitely.

- 6.3 The following shall be added to the table of GForces Data set out in section 4.9, Schedule 1 of the Terms:

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Data Collected	Purpose of Collection	Legal Basis	Retention Period
Retail Service Booking specific events: - structured events: load, step and submit with category: widget and label: 3000 (product identifier) all containing contextual data points below - Contextual events within these structured events are captured such as: - Customer vehicle context (when the front-end user submits their vehicle details, the following are captured: vehicle type, vehicle make, vehicle model, vehicle mileage, vehicle mileage unit - Widget context: widget step, widget current step, widget duration, widget unique ID, widget version - Service booking context: payment price, payment deposit, currency, payment type, payment term, service type, number of services, service due date	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

6.4 Customer acknowledges that GForces is only a data processor of Personal Data where it is processed by the NetDirector® Keyloop Service Booking service. Where Personal Data is processed by the DMS, Keyloop is the data processor.

SCHEDULE - SERVICE DATA SUMMARY

NetDirector® Keyloop Service Booking

Service	NetDirector® Keyloop Service Booking
Types of personal data <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"> • Personal information • Digital Footprint • Biographical Data <i>(Gender can be inferred from the collection of Data Subject's Title)</i> • Other <i>(VRM)</i>
Categories of data subject	End users of the Customer's website <i>(customers and prospective customers)</i>
Processing by GForces	<p>Purpose of processing</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"> • Connecting the Customer with consumers who are booking an aftersales service by collecting and passing on contact details and service booking information submitted by the consumer • Passing service booking data including contact and vehicle details to a third party, the Keyloop Dealer Management System (DMS), as instructed by the Customer <p>Nature of processing</p> <ul style="list-style-type: none"> • The collection, storage and transfer of data for the purposes listed above <p>Duration of processing</p> <ul style="list-style-type: none"> • For thirty-one (31) days from the point of the service booking date requested by the consumer through the application. This data will be held for a further fourteen (14) days in archive.
Data transfers outside the EEA	<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 EEA unless Customer has instructed GForces to send data to a third party outside of the EEA.</p>

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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*)
- GeoCodeXYZ (*forward geocoding of post code into long/lat coordinates*)
- Google LLC (*address finder*)
- For UK Customers: Carweb Limited (*VRM lookup provider, owned by Solera*)
For ROI Customers: Motor Data Limited t/a Motorspecs (*VRM lookup provider*)

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** Keyloop (UK) Limited (*Customer's Dealer Management System*).

Note: These lists are non-exhaustive and subject to change based on the instructions from GForces customers.