

Schedule to the Variation Letter. Effective Date: 25.05.2018

1. DEFINITIONS

The following sub-clauses shall be added:

‘Customer Data’ means data that is the property of the Customer

‘Customer Information’ means information supplied by the Customer (including names, email addresses, telephone numbers) which is required by VSL to enable it to deliver the Services under the terms of this Agreement.

‘Intellectual Property’ means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or able to be registered and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

‘Intellectual Property Rights’ (‘IPR’) means the right to title to Intellectual Property;

11. INTELLECTUAL PROPERTY

The following sub-clauses shall be added:

11.5 VSL acknowledges that Customer Data is and shall remain the property of the Customer and the Customer reserves all IPRs which may at any time subsist in the Customer Data. To the extent that any Customer Data vest in VSL by operation of law, such IPRs shall be assigned by VSL to the Customer immediately on the creation of such Customer Data.

11.6 VSL shall:

11.6.1 Not alter, store, copy, disclose or use Customer Data other than in strict accordance with this Agreement;

11.6.2 Preserve, so far as possible, the integrity of Customer Data and prevent any loss, disclosure, theft, manipulation or interception of Customer Data and shall advise the Customer immediately in the event thereof.

11.7 To the extent that any Customer Data is held or Processed by VSL, VSL shall return such Customer Data to the Customer as may be requested from time to time.

11.8 The Customer shall indemnify and hold VSL harmless against all IPR claims, costs, losses and damages arising out of IPR infringement in respect of Customer Data.

12. LIMITATION OF LIABILITY

The following sub-clause shall be varied:

12.1 Nothing in this clause 12 shall limit or exclude our liability to you for death or personal injury, or fraud or fraudulent misrepresentation, or breach of any warranty implied by clause 2 of the Supply of Goods and Services Act 1982 or for any other loss or damage which cannot be excluded by law, including losses arising directly whether in contract, tort (including negligence and a breach of statutory duty) or otherwise from our breach of Clause 17 of this Agreement where such breach results in the damage to, loss of, illegal Processing of or disclosure of Personal Data;

- 12.2 Sub Clause 12.2.3 shall be varied and sub-clause 12.2.4 shall be added (sub-clause 12.2 shall remain unchanged):
- 12.2.3 Subject to the provisions of sub-clause 12.1, any loss of or damage to the Customer's data, howsoever caused;**
- 12.2.4 VSL shall not be liable for any losses incurred by the Customer or any third party arising out of the Customer's breach of clause 17 of this Agreement.

The following sub-clause shall be added:

- 12.7 The Customer shall be liable for all losses incurred by VSL arising directly from the Customer's breach of clause 17 of this Agreement;**

17. USE OF YOUR INFORMATION

All sub-clauses shall be deleted in their entirety and replaced with the following sub-clauses:

- 17.1 In this Agreement the terms:
- 17.1.1 'Data Protection Legislation' means the Data Protection Act 1998, any amendments and re-enactments made thereto from time to time and any other data protection regulations currently in force;
- 17.1.2 'Personal Data', 'Data Subject', 'Data Controller', 'Data Processor' Subject 'Access Request', 'Process' and 'Processing' shall have the meanings defined in the Data Protection Legislation;
- 17.1.3 'Sub-Processor' means a subcontractor or supplier to VSL who Processes Customer Data and Customer Information on VSL's behalf.
- 17.2 VSL and the Customer each agree to comply with their respective obligations under the Data Protection Legislation and to maintain all necessary registrations and notifications and the Customer agrees:
- 17.2.1 To obtain and maintain all necessary consents (including the consents of all relevant Data Subjects) which are required by VSL for the purpose of performance of this Agreement.
- 17.3 The parties to this Agreement acknowledge that the provision of the Services will include the Processing of Customer Information and Customer Data and that such Customer Information and Customer Data may contain Personal Data.
- 17.4 The parties agree that in relation to Personal Data contained within both Customer Information and Customer Data, the Customer shall be the Data Controller and VSL shall be the Data Processor.
- 17.5 The Customer hereby acknowledges that certain Services that VSL provides under the terms of this Agreement will be provided to VSL by one or more suppliers or subcontractors of VSL's sole choice and in respect of Personal Data, VSL's suppliers or subcontractors may act in the capacity of a Sub-Processor.
- 17.6 The Customer, in its capacity of Data Controller hereby authorises VSL, in its capacity of Data Processor to Process Customer Data and Customer Information and to permit its suppliers and subcontractors, whether direct or indirect, acting in the capacity of Sub-Processor to Process Customer Data and Customer Information, subject to VSL's, its suppliers' and subcontractor's compliance with the following conditions:
- 17.6.1 To restrict Processing of Customer Data to the transmission and storage thereof;

Tel: 0800 093 3000 | **Email:** sales@vslgroup.co.uk | **Website:** www.vslgroup.co.uk

VSL is the trading name of VSL Networks Ltd, and Voice Services Ltd

Registered Office: Unit 6, Martinfield, Welwyn Garden City, Hertfordshire, AL7 1HG

VSL Networks Ltd: Company Reg No: 05413070 Vat No: 859 6605 74 **Voice Services Ltd:** Company Reg No: 3478609 Vat No: 707453831



Connectivity for Business

- 17.6.2 Notwithstanding the provisions of sub-clause 17.6.1, VSL and / or its supplier(s) shall be entitled use and store information including origin, destination, duration, route and time of data transmitted over its network services, exclusively for the purposes of:
- a) Collating statistics for network planning purposes; and
 - b) Providing such information to government security agencies in response to specific requests.
- 17.6.3 Not to retain any copy (save as required for the provision of specific services under the terms of this Agreement, including backup and disaster recovery), abstract, summary or précis of the whole or any part of the Customer Data (save as set out in sub-clause 17.6.2); permit its employees to do the same and shall procure similar written, binding undertakings from its subcontractors and suppliers, who may be acting in the capacity of Sub-Processor;
- 17.6.4 Not to modify any part of Customer Data or permit its employees to do the same and shall procure similar written, binding undertakings from its subcontractors and suppliers, who may be acting in the capacity of Sub-Processor;
- 17.6.5 Ensure that access to Customer Data or Customer Information is limited to those employees, subcontractors or suppliers who need access to such to meet VSL's obligations under this Agreement and that all employees, subcontractors and suppliers shall be placed under the same written, binding obligation of confidence;
- 17.6.6 Not to disclose to any person Customer Information other than to its suppliers, subcontractors or employees who shall be placed under the same written, binding obligation of confidence and who need access to such Customer Information to facilitate proper performance of their contractual obligations (in relation to this Agreement), to VSL;
- 17.6.7 Not to transfer Customer Information or Customer Data outside of the European Economic Area without complying with the provisions of the Data Protection Legislation regarding inter alia the adequate level of protection of any Personal Data that may be contained therein;
- 17.6.8 To promptly notify the Customer if it becomes aware of any accidental destruction, disclosure or illegal Processing of Customer Information or Customer Data;
- 17.6.9 If, under applicable regulations and / or legislation VSL is required to disclose Customer Information or Customer Data, including communications content, to an appropriate judicial, law enforcement or government agency, VSL shall prior to disclosure use reasonable endeavours to promptly notify the Customer of the disclosure, PROVIDED THAT it is not prohibited from doing so by the requesting agency.
- 17.6.10 To undertake to implement appropriate processes and technology to ensure that:
- a) The Processing of Customer Information and / or Customer Data which may contain Personal Data meets the requirements of the Data Protection Legislation;
 - b) Customer Data is protected (to a level that is appropriate to the risks associated with Processing) against accidental destruction, damage, loss or disclosure;
 - c) VSL's employees as fully as it is reasonable to expect, understand their obligations under the Data Protection Legislation;
- 17.6.11 To undertake to assist the Customer with the Customer's own obligations under the Data Protection Legislation by:
- a) Communicating to the Customer within five Working Days, any Subject Access Requests that relate to the Customer Information or Customer Data;

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- b) In response to written instructions, assisting the Customer in providing Subject Access by providing components of the Customer Data, such to be provided at the highest level of granularity (for example image, database, mailbox or file) that VSL is able to provide under the terms of and subject to the terms of the applicable Service Supplement;
 - c) Providing responses to reasonable requests for technical and organisational information in relation to the Processing of the Customer Information and Customer Data;
 - d) In the event of a security breach, providing details of the Customer Data that is involved in the breach;
 - e) On request making available to the Customer any of VSL's relevant documentation that demonstrates its compliance with its obligations under the Data Protection Legislation.
- 17.6.12 On termination of this Agreement, return to the Customer copies of all Customer Data and delete Customer Data (unless such is prohibited by law) and Customer Information;
- 17.7 The Customer agrees that in the event of novation of this Agreement or part thereof by VSL's supplier, Customer Data and Customer Information, which may contain Personal Data, will be transferred to the supplier or its assignee.
- 17.8 VSL will indemnify the Customer against any and all claims and proceedings made or brought against the Customer in respect of any alleged breach of this clause 17 provided that such breach was due to the act or omission of VSL, its employees, subcontractors or suppliers.
- 17.9 VSL will on demand, deliver to the Customer all documents that may be in its possession or in the possession of its agents, subcontractors, suppliers or employees (including documents prepared by the Customer) which may include Personal Data.
- 17.10 VSL shall be entitled to use Customer Information and data pertaining to the Customer's use of the Services to advise the Customer about additional products, services and offers.
- 17.11 If the Customer does not consent to the provisions of sub-clause 17.10, it shall be entitled to notify VSL and forthwith upon receipt of such notice VSL shall cease to advise the Customer about additional products, services and offers.
- 17.12 The provisions of this clause 17 shall survive in perpetuity the termination of this Agreement, howsoever occasioned.

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