

Welcome to Virtual Vaults

The here and the now in dealmaking.

General Terms and Conditions.

**virtual
vaults**

General Terms and Conditions.

Version May 2022

These General Terms and Conditions describe the terms and conditions that apply between the Customer and Virtual Vaults in regard to gaining access to and use of the Services.

Many organisations, such as businesses, use the Services of Virtual Vaults. If you use the Services on behalf of an organisation, your organisation is legally and financially responsible for your access to and use of the Service, as well as for the use of your account. The use of the Service by you as a person is subject to the [Terms of Use](#).

Definitions

Account Information means the information you and your Users to Virtual Vaults in connection with creating, administering and/or maintaining an account. Account information includes, for example, names, usernames, passwords, telephone numbers, email addresses, invoice details and usage information linked to your account.

Affiliate is an entity under the control of the relevant Party to which the entity is affiliated. The term "control" means the direct or indirect legal or beneficial ownership of at least 50% of all voting shares in an entity.

Agreement means the entirety of these General Terms and Conditions and one or more Order Forms, including associated Annexes, including specific terms and conditions, and the prices and features of the Services and Subscription Plan.

Authorisation/Authorised refers to the authorisations granted by or on behalf of the Customer to access and use the Service.

Confidential Information is information that, by its nature, is confidential or is designated as such, including in any event personal data, trade secrets and know-how, source code, commercial plans, financial information, Content and Customer and client data.

Content means all data stored by or on behalf of the Customer in the Service, with the exception of Account Information.

Customer means the contracting party that purchases one or more Services from Virtual Vaults.

Documentation means (user) documentation provided by Virtual Vaults relating to the Services (for example, user manuals) that can be found at support.virtualvaults.com will be kept up to date.

Effective Date is the date on which you register for a Service online or submit an Order Form.

Fair Use Policy refers to the policy to prevent excessive use of storage capacity or other misuses of a Service. Excessive use of storage capacity is storage utilisation that is substantially above the average.

Failure means reproducible and serious non-compliance with technical and/or package functionalities (features) as described on the Order Form, the [Virtual Vaults website](#) or the applicable Documentation.

Fee means the fee as agreed in an Order Form.

Non-Virtual Vaults application means any service, application or integration that works with a Service, including those offered through a Service, and which is provided by a third party.

My Virtual Vaults is the access portal of the Service, where the Customer can take out Subscriptions, add payment details and purchase additional Services, including Non-Virtual Vaults applications.

Order Form means all order or application documentation, online registration or subscription pages agreed between the Parties, regardless of the form. Several Order Forms may be agreed upon under these General Terms and Conditions.

Party is Virtual Vaults and/or the Customer.

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Service means the online software-as-a-service platform (including all related APIs) provided by Virtual Vaults, and all the services requested through the Order Form. Service does not include Non-Virtual Vaults applications.

Subscription refers to the right to access the Services and Documentation, each as applicable in accordance with your Subscription Plan.

Subscription Fees are all fees associated with your Subscription.

Subscription Plan means the applicable subscription level with corresponding package functionality (features) as described in the Order Form, on the [Virtual Vaults website](#) or in the relevant Documentation.

Subscription Term is the agreed term of the Service purchased. If no Subscription Term has been chosen, an indefinite Subscription Term will apply.

User means any individual who the Customer Authorises to obtain access to the Service. A User may have various roles that are specified in the Service or the applicable Documentation.

Trial period means an agreed upon period between the Parties consisting of a of number calendar days.

Virtual Vaults is Virtual Vaults Software UK Limited.

1. The Services

1.1 Subscription and applicability

The Customer may subscribe to Services by means of an Order Form. Unless otherwise indicated in the Order Form, all Order Forms are subject to these General Terms and Conditions. The Customer may purchase Services for its own entity or its Affiliates. The rights and obligations of the Agreement shall remain with the Customer. Affiliates cannot derive any rights from the Agreement.

1.2 Delivery of the Services

Virtual Vaults will provide the Service purchased by the Customer. Virtual Vaults will do so as an expert software provider and use all commercially reasonable efforts to provide the Service in accordance with the provisions of the Agreement and the service levels as included in Annex B to these General Terms and Conditions. Virtual Vaults will comply with all laws and regulations applicable to the role of Virtual Vaults as a software-as-a-service provider. Virtual Vaults may modify or update the Services from time to time, which will not adversely affect the functionality of the Service.

1.3 Access to the Services

Subject to payment by the Customer of all Subscription Fees and subject to compliance with this Agreement, Virtual Vaults grants the Customer a worldwide, non-exclusive, non-transferable, non-sublicensable right to use the Service in accordance with the Agreement and the applicable Documentation for the duration of the Subscription Term. In addition, the Customer may allow Users to use the Service. The Customer is responsible for compliance with this Agreement by its Users.

1.4 Support

Subject to payment of all Subscription Fees and compliance with this Agreement, and depending on the Subscription Plan chosen, we offer you customer and product support by email and telephone 24 hours a day, 7 days a week. See support.virtualvaults.com for more information.

1.5 Account information

Virtual Vaults may collect Account Information about users in connection with the creation or the management of their account or Account Information generated in connection with their use of the Service. Virtual Vaults processes Account Information in accordance with European and UK privacy legislation. The Customer recognises that verification of Account Information during the Subscription Term may be necessary to bring the number of Users and/or use of the Service in line with the Customer's Subscription and Subscription Plan applicable at that time.

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1.6 Responsibility for systems

Each Party retains responsibility for its own IT infrastructures, such as computers, servers, software, databases, and networks, whether directly administered by that Party or by third parties.

1.7 Third-party services

Virtual Vaults may use subcontractors or other third parties to perform obligations under the Agreement. However, Virtual Vaults remains responsible for all of these obligations and the work of our subcontractors.

1.8 Non-Virtual Vaults applications

Virtual Vaults may make Non-Virtual Vaults applications available to you, the Customer, through a Service. If you decide to enable, gain access to or use Non-Virtual Vaults applications, your access to and use of such Non-Virtual Vaults applications will be determined by your agreement with the provider of the relevant Non-Virtual Vaults application. By purchasing such a Non-Virtual Vaults application, you authorise Virtual Vaults to transfer your customer information to the third-party supplier of this Non-Virtual Vaults application. Virtual Vaults does not offer any warranty or support for Non-Virtual Vaults applications. Virtual Vaults has the right at all times to stop offering one or more Non-Virtual Vaults applications and thus to terminate your use of said applications.

1.9 Analysis and further development

Virtual Vaults may use artificial intelligence to support its Services. Virtual Vaults is entitled to use a derivative and anonymised version of the Content uploaded by the Customer for analysis purposes and product development. Unless it uses Services that use artificial intelligence, the Customer may request to opt-out of this in writing via support@virtualvaults.com.

2. Use of the Services

2.1 Limitations of use

Except to the extent expressly permitted in the Agreement, the Customer will not, and will not permit or authorise third parties to:

- a. license or sub-license, sell, transfer, distribute, share, rent, lease or otherwise permit third parties to use the Services or Documentation other than as permitted in the Agreement;
- b. use the Services in a manner that would be contrary to the applicable Subscription Plan or the Agreement;
- c. bypass or disable security or other technical means of the Services;
- d. reverse-engineer, decompile, disassemble or otherwise attempt to identify the source code, object code or underlying structure, ideas, know-how or algorithms in connection with the Services;
- e. change, translate or make derivative works on the basis of the Services or Documentation;
- f. remove any ownership information concerning the Services;
- g. use the Services in a manner that violates or attempts to circumvent applicable law;
- h. use the Services to transmit or store Content that is offensive, intimidating, defamatory, abusive, threatening, harmful or otherwise objectionable;
- i. upload or procure the uploading of any Content to which the Customer does not possess all the rights required under the law and/or under an agreement (for example, with regard to Confidential Information);
- j. upload or introduce, or use the Services to distribute, viruses or other malicious code, or to transmit large amounts of data in a manner that is expected to have an adverse effect on the Services;
- k. carry out or attempt to carry out actions that would impede the proper operation of the Services or would prevent access to or use of the Services by other Virtual Vaults customers;
- l. access or use the Services in order to develop or sell a competing product or service;
- m. access or use the Services for purposes that compete with Virtual Vaults;
- n. use the Services, including the storage or transmission of Content, in a manner that violates the Fair Use Policy.

2.2 Customer's responsibility for Users

The Customer is responsible for all acts and omissions of its Users or by a third party that the Customer or a User Authorised to access or use the Services. A User may never be a competitor of Virtual Vaults. Each User must register. Between Virtual Vaults and a User, the [Terms of Use](#) that the User must accept during the registration procedure apply. The Customer is responsible for maintaining control over its own account, including the confidentiality of any login details, and

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is responsible for all activities that take place on or through its account and accounts of its Users. The Customer will not, and will not allow Users to, share the login details of a User Account or to use these simultaneously at multiple locations. Each User must use a unique identity to access and use the Services, and may only access the Services in accordance with the applicable Subscription Plan. The Customer recognises that it is solely responsible for maintaining its Services configuration, including the settings for sharing and consent.

2.3 Fair Use Policy

The storage capacity when using a Service is based on the Fair Use Policy. The Fair Use Policy aims to prevent excessive use of storage capacity (storage utilisation that is substantially above average) for utilisation of the Service. If Virtual Vaults suspects and/or identifies infringement of the Fair Use Policy, it will contact the Customer. The parties will consult with each other to see whether this assumption is correct and, if necessary, whether the situation can be rectified. If, in Virtual Vaults' opinion, the situation cannot be brought in line with the Fair Use Policy, Virtual Vaults reserves the right to charge a surcharge or to deny access to one or more Services on a temporary or permanent basis. Excessive use of storage capacity may have a negative impact on the performance of a Service. Potentially applicable guarantees will be cancelled in case of excessive use.

2.4 Monitoring and verification

Virtual Vaults may, but is not obliged to, monitor and/or verify the limitations of use as described in Article 2.1. If Virtual Vaults suspects a breach of this article, it will contact the Customer. The parties will consult with each other to see whether this assumption is correct and, if necessary, whether the situation can be rectified. If, in Virtual Vaults' opinion, the situation cannot be brought in line with Article 2.1, Virtual Vaults reserves the right to charge a surcharge or to deny access to one or more Services on a temporary or permanent basis. If an additional Service is required, the Customer must purchase a new Service under the Agreement.

2.5 Audits

In addition, Virtual Vaults is entitled to have the use of the Service audited. Such audits will take place during office hours. The Customer will lend its co-operation and provide Virtual Vaults with the necessary information. The Customer will ensure, where relevant, that the relevant Affiliates lend their co-operation to audits as referred to in this article. If an audit reveals that the Customer and/or the relevant Affiliates have misused or exceeded their Service usage or paid too little, the associated amounts will be charged to the Customer. In that case, the Customer will also be obliged to pay the costs of the audit.

3. Fees

3.1 Subscription Fees

The applicable Subscription Fees are specified in the Order Form. Unless stated otherwise on an Order Form, the Subscription Fees in the event of an extension of the Subscription Term shall be the Subscription Fees that apply for the Subscription Plan that is in effect when the subsequent Subscription Term commences. Additional fees may be charged if the Customer exceeds the use permitted under its Subscription and Subscription Plan. The Customer will not owe any (further) Fee during the Trial Period.

3.2 Payments and refund

Subscription Fees are payable at the start of an applicable Subscription Term. Except in the event of a material breach of the Agreement by Virtual Vaults, Subscriptions cannot be terminated prematurely, and Subscription Fees cannot be suspended, set-off or refunded. In the event of late payment, the Customer will owe the statutory commercial interest by operation of law and, after the Customer has been ordered to pay, the claim may be relinquished for collection, in which case the Customer will be obliged to pay all judicial and extrajudicial costs, including the costs of third parties engaged. Virtual Vaults is also obliged to suspend all Services and is entitled to defer applications for new Services as long as payment has not been made (in good time).

3.3 Downgrade restrictions

The Customer cannot downgrade the Subscription Plan or the number of Users during the agreed Subscription Term. If the Customer wishes to downgrade the Subscription Plan for a subsequent Subscription Term or wishes to reduce the number of Users under a Subscription Plan, in this case, the Customer must notify Virtual Vaults prior to the renewal date via the dedicated functionality provided in the Service, or in writing by email to support@virtualvaults.com.

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3.4 Payment conditions

Payment must be made within the agreed payment term, absent which a payment term of twenty (20) days after the invoice date will apply. Fees are in pounds sterling and exclusive of VAT and other government levies.

3.5 Price indexation

Virtual Vaults is entitled to index the prices annually in accordance with either the "All Items" Consumer Price Indices (CPI) for the United Kingdom or with 3%, whichever is higher. Virtual Vaults may adjust pricing by an amount equal to the the average of the monthly CPI for the 12 months immediately preceding the adjustment date.

3.6 Price adjustments

Virtual Vaults is entitled to adjust its prices if the prices of its suppliers are substantially increased. Virtual Vaults will announce such a change at least 1 month in advance via the dedicated functionality provided in the Service or in writing by email to the Customer. If the Customer does not agree with this change, the Customer is entitled to terminate the relevant Service and/or the Agreement in writing with immediate effect from the date on which the change takes effect.

4. Intellectual Property Rights

4.1 Ownership of Content

The Customer and its licensors own the Content, including all intellectual property rights. The Agreement does not transfer to Virtual Vaults any property rights to the Content. The Customer hereby grants Virtual Vaults a worldwide, non-exclusive, irrevocable, royalty-free, sublicensable license to host, store, transfer, display, perform, reproduce, modify, create derivative works of, and distribute Content in connection with the provision of the Services to the Customer. Virtual Vaults does not take cognisance of the Content and has no influence on what data is stored via the Service.

4.2 Ownership of Virtual Vaults

All intellectual and industrial property rights of Virtual Vaults, including the works that are part of the Service and preparatory material and any material produced in any other preliminary stage of development within the Service, are and remain vested in Virtual Vaults and/or its suppliers or licensors. Any software that is part of the Service will only be made available remotely online as object code to the Customer (and its Users) as part of the Service, all in accordance with these terms and conditions. The software's source code will never be made available to the Customer in any way. The Customer will not be provided with any physical carrier containing the software, nor will the software be made available in any way that would make it downloadable. Nothing in the Agreement shall be construed as a transfer of any intellectual property right of one Party to the other.

4.3 Usage data

Virtual Vaults may collect, analyse and otherwise process usage data for business purposes, including for security and analysis purposes, to improve the Services, or for development, diagnostic and corrective purposes in connection with the Services.

4.4 Customer Feedback

If the Customer provides feedback, suggestions, tips, etc., to Virtual Vaults, Virtual Vaults is entitled to do anything it so desires with such feedback without owing any compensation.

5. Indemnification And Force Majeure

5.1 Indemnifications regarding Content

The Customer indemnifies Virtual Vaults against any claim that the Content infringes any third-party rights or is in violation of applicable law or is otherwise unauthorised or impermissible and will reimburse Virtual Vaults for any costs arising therefrom.

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5.2 Indemnifications by Virtual Vaults

Virtual Vaults indemnifies the Customer against all third-party claims based on the allegation that the parts of the Service developed by Virtual Vaults itself or other works developed by Virtual Vaults and supplied under the Agreement attributable infringe any intellectual or industrial property right valid in the Netherlands, on the condition that:

- a. The Customer will immediately inform Virtual Vaults in writing by registered letter and in advance by email about the existence and content of the legal claim;
- b. The Customer will refrain from any acknowledgement or other statement relating to the relevant intellectual property rights;
- c. The Customer will leave the conduct of the defence against the claim and the further handling of the case, including the conclusion of any settlements, to Virtual Vaults.

To this end, the Customer will provide the information and co-operation to Virtual Vaults necessary to conduct a defence against the legal claim, on the understanding that:

- a. The Customer is entitled to retain its own legal representation in respect of the claim;
- b. Virtual Vaults will involve the Customer in the handling of the case; and
- c. Virtual Vaults will not conclude any settlement in relation to the legal claim without the Customer's consent for which Virtual Vaults indemnifies the Customer. The period that the settlement entails costs for the Customer or has a significant adverse impact on the further use of the works, agreed under the Agreement, for which Virtual Vaults indemnifies the Customer. The Customer will not withhold or delay its consent on unreasonable grounds.

5.3 Indemnifications by the Customer

The Customer indemnifies Virtual Vaults against any legal claim, on any legal basis whatsoever, of the Customer's Users in connection with the performance of the Services and will reimburse Virtual Vaults for all costs arising therefrom.

5.4 Force majeure

Neither Party is obliged to comply with any obligation if it is hindered by force majeure. Force majeure is understood to include: force majeure at a supplier of Virtual Vaults, defects in third-party equipment, software or materials, government measures, power failures, failures of Internet, data networks or telecommunication facilities, armed conflicts, general transport problems, lack of personnel, and strikes. Either Party has the right to terminate the Agreement if a force majeure event continues to exist for more than forty-five (45) days. Notice of termination must be given in writing.

6. Confidentiality

6.1 Confidentiality

Each Party will treat the Confidential Information originating from the other Party confidentially and will not use it for any purpose other than the performance of the Agreement:

Confidentiality does not apply to:

- a. Information that is public or has been made public through no fault of the receiving Party;
- b. Information that is necessary for the receiving Party to defend itself at law;
- c. Information that the receiving Party has a statutory obligation to disclose.

In the event of [b] and [c], the receiving Party shall promptly notify the disclosing Party of the necessity of disclosure and limit the disclosure to what is necessary for its defence at law or to comply with its statutory obligation.

6.2 Protection of personal data

The Parties will comply with the applicable laws and regulations for the protection of personal data. The processing of personal data is subject to the data processing agreement in Annex A, which is expressly incorporated into and form part of the Agreement.

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7. Liability

7.1 Limitation of liability

Virtual Vaults' liability on any ground whatsoever and irrespective of the legal basis, expressly including warranty obligations and indemnifications agreed with the Customer, shall be limited to compensation for direct damage caused by failure attributable to Virtual Vaults, up to a maximum of the amount of payments made by the Customer under the Agreement in the twelve (12) months preceding the event giving rise to the damage. The liability, under no circumstances, will exceed EUR 50,000.

7.2 Liability for indirect damage

The liability for indirect damage, including, but not limited to, consequential damage, lost profits, lost savings, diminished goodwill, damage due to business interruption and damage to third parties, is excluded.

7.3 Lapse of limitation of liability

The limitations of liability included herein will lapse:

- a. in so far as there is intent or wilful recklessness on the part of managers of Virtual Vaults;
- b. in so far as they are contrary to an applicable mandatory statutory provision, e.g. death and personal injury caused by negligence and fraudulent misrepresentation and fraud.

Any claim for damages will lapse one (1) year after the damage arose.

7.4 Notice of default

Except in cases where Virtual Vaults' performance of an obligation is rendered permanently impossible due to a failure attributable to Virtual Vaults, liability on the part of Virtual Vaults only arises if it continues to fail attributably after having been given proper written notice of default, where such notice includes a description of the defect accompanied by proper substantiation of the alleged failure attributable to Virtual Vaults and grants Virtual Vaults a reasonable period for remedy.

7.5 Insurance

Virtual Vaults has taken out business, professional and cyber security insurance in line with the liability as provided in this article.

7.6 Other parties

All limitations and exclusions of liability agreed between the Parties also apply to all individuals and legal entities that Virtual Vaults engages in the performance of the Agreement and their subcontractors.

8. Duration And Termination

8.1 Effective date

This Agreement enters into effect on the Effective Date and continues as long as the Customer has an active Subscription to the Services.

8.2 Subscription Term

Services will be purchased for the duration of the Subscription Term agreed in the applicable Order Form. The Subscription Term commences on the Effective Date as indicated on the Order Form. If a Trial Period applies, the Subscription Term will commence after the Trial Period has expired. If a Service is purchased for a definite period of time, the term will be tacitly extended each time by a term equal to the initial Subscription Term, unless agreed otherwise in the Order Form or the Agreement is terminated in accordance with the provisions of the Agreement.

8.3 Termination

The Agreement may be terminated at the end of the agreed term of the Agreement, with due observance of the agreed notice period, absent which a notice period of one (1) calendar month will apply. A Subscription may be terminated at the end of the agreed Subscription Term, unless agreed otherwise in the Order Form. The Agreement may not end before the date on which the last Service ends. If a Trial Period applies, the Customer is entitled to terminate the relevant Service free of charge at the end of the Trial Period. Notice of termination must be given via the dedicated functionality offered by the Service, or in writing by email to support@virtualvaults.com.

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8.4 Conditions for immediate termination

The Parties are entitled to terminate the Agreement including all Services with immediate effect in the following cases:

- a. In the event that the other Party fails to perform material obligations, including a payment obligation, of the Agreement and continues to fail to perform following a notice of default;
- b. In the event of force majeure as provided by the Agreement;
- c. In the event of (an application for) bankruptcy or suspension of payments of the other Party. In any event a notice of default shall contain a description of the defect accompanied by proper substantiation of the alleged failure attributable to the other Party and a reasonable period within which the other Party can remedy the defect.

8.5 Exclusion of premature termination

Subject to the termination options provided in these General Terms and Conditions, premature termination of the Agreement or a Service is expressly excluded. Dissolution in full or in part of the Agreement or a Service is also expressly excluded.

If the Customer nevertheless indicates during the Service that it wishes to terminate the Agreement or a Service, Virtual Vaults will no longer be obliged to provide the agreed Service, and the Customer will immediately, without any notification or notice of default being required, owe Virtual Vaults a buyout sum equal to the Fee associated with the Agreement or Service until the time the Service would have ended in accordance with the Agreement. The indebtedness of the buyout sum does not affect the indebtedness for anything already performed and/or delivered under the Agreement.

8.6 Deletion of Content

Virtual Vaults will delete the Content uploaded by the Customer from its active systems in accordance with the retention periods as described in Annex A (Data Processing Agreement) to these General Terms and Conditions. Virtual Vaults is entitled to store the Content on an anonymised basis. The Customer may request Virtual Vaults in writing not to store the Content on an anonymised basis via support@virtualvaults.com.

9. Beta Services

This section describes the additional terms and conditions under which you can access and use certain features, technologies and services made available to you by Virtual Vaults that are not yet generally available, including, but not limited to, products, services or functions designated or labelled 'beta', 'pilot', 'preview' or a similar designation (each a 'Beta Service').

A Beta Service is provided 'as is' and can be terminated by Virtual Vaults at any time. Additional terms and conditions may apply to the use of a Beta Service. These can be found at the start of the Beta Service or on the Order Form.

10. General

10.1 Contract takeover

The Customer will not transfer the rights and obligations under the agreement to a third party without the prior consent of Virtual Vaults, for which consent will not be withheld on unreasonable grounds. Virtual Vaults may transfer the rights and obligations under the Agreement to an Affiliate of Virtual Vaults.

10.2 Continuing provisions

By their nature, Provisions are intended to continue to apply after termination of the Agreement will remain in effect. This includes, in any event, the clauses pertaining to liability, confidentiality and privacy.

10.3 Applicability

Services are subject to these General Terms and Conditions and the accompanying Annexes. Each Service may be subject to additional terms and conditions. The various components have a supplementary effect on one another. In the event of a conflict, the following order of priority will apply: 1. the Order Form, 2. the additional terms and conditions of a Service (if any), 3. these General Terms and Conditions (including Annexes) and 4. the [Terms of Use](#). A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Agreement.

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10.4 Invalid provision

If a clause is invalid or nullified in whole or in part, the remainder of the Agreement will remain intact. The Parties will consult with each other as soon as possible in order to agree on a clause of an equivalent purport to replace the invalid or nullified (part of the) clause.

10.5 Evidentiary law

Data from Virtual Vaults' administrative records are considered conclusive evidence.

10.6 Publications

The Customer authorises Virtual Vaults to mention its name and logo on the Virtual Vaults website as well as in other publications after the termination of a Service – and in the case of a sale or purchase transaction, not before the transaction has been disclosed.

10.7 Headings

The headings and sub-headings in these General Terms and Conditions are of an informative nature. No rights or obligations can be derived therefrom.

10.8 Applicable law

This agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.

10.9 Disputes

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this agreement, its subject matter or formation.

Annex A

Data Processing Agreement.

Definitions

The following definitions apply in addition to the definitions in the General Terms and Conditions.

Processor is Virtual Vaults Software UK Limited

Controller is Customer


Data Protection Laws means to the extent applicable: (i) the General Data Protection Regulation (Regulation (EU) 2016/679); and, (ii) the UK Data Protection Act 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679) as retained under UK law (UK GDPR), in each case as amended, replaced or updated from time to time and together with any subordinate or related legislation made under any of the foregoing;

General

1. These Data Processing Conditions are expressly incorporated into and form part of the Agreement.
2. The Processor performs the Services on the instructions of the Controller. In doing so, the personal data will be processed as listed in Annex A.1. This concerns personal data of the categories of data subjects as listed in Annex A.1.
3. The Processor will process the personal data only in accordance with the instructions of the Controller unless required to do so by any applicable laws (including Data Protection Laws) to which Virtual Vaults is subject, and in which case Virtual Vaults shall inform the Controller of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest). The Processor will inform the Controller as soon as possible if, in its view, an instruction is contrary to the Data Protection Laws.
4. Taking into account state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risks, varying likelihood and severity, for the rights and freedoms of persons, the Processor will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. The Processor will ensure that only the relevant persons have access to the personal data. Confidentiality has been agreed upon with all these persons in writing. The list of current measures is included in Annex A.1. The Controller confirms that it has assessed the technical and organisational measures implemented by Virtual Vaults as set out above, and considers them to be appropriate in light of the Personal Data to be processed and the nature of the processing to be performed, and that said security measures provide a level of security that is tailored to the risks inherent in the processing of the Personal Data used or provided by the Controller, taking into account the factors referred to above.
5. Virtual Vaults will be entitled to adjust the security measures it has implemented if it feels that such is necessary for a continued provision of an appropriate level of security.
6. The Controller acknowledges that the product or service provided by Virtual Vaults will not be specifically configured to process special categories of personal data or data relating to criminal convictions and offences.
7. The Processor uses sub-processors for its services to the Controller. The list of current subprocessors can be found at virtualvaults.com/policies/subprocessors. In connection with the performance of its obligations under this Agreement, including where it has appointed a sub-processor, Virtual Vaults may transfer or authorise the transfer of Personal Data to locations outside of the UK without the prior written consent of the Controller, provided that Virtual Vaults ensures appropriate safeguards are in place in connection with such transfer as required pursuant to Data Protection Laws, including safeguards arising from the UK/EU adequacy decisions, the Data Transfer Agreement (IDTA) or the UK Addendum to the EU standard contractual clauses as far as those are applicable. Such safeguards may include: (i) that the country to which Virtual Vaults sends Personal Data may be approved by the European Commission or the UK Government as providing adequate protection for personal data; and (ii) EU approved standard contractual clauses for the transfer of personal data. The Controller hereby consents to the use of these sub-processors and any other sub-processors that the Processor will use now or in the future. The Processor will inform the Controller by adjusting the list referred to above if it appoints a new sub-processor. Virtual Vaults will impose UK GDPR Article 28 sub 3 provisions on any sub-processor it appoints. Controller has a right to object to changes of the agreed sub-processors. This may effect the ability of Controller to use the product or service provided by Virtual Vaults.

Annex A.1

Data Processing Agreement.

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8. Taking into account the nature of the processing, the Processor will assist the Controller by appropriate technical and organisational measures, in so far as this is possible, in fulfilling the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR as well as its obligations under Article 32 through 36 GDPR. If the Processor receives communication in any form from a data subject intended for the Controller, the Processor will forward/pass on such communication (or a written record thereof) to the Controller without unreasonable delay and ascertain that it was actually received.
 9. The Processor will provide the Controller with all reasonable and necessary information to demonstrate the performance of its obligations as laid down in the GDPR and the contractual obligations laid down in this Data Processing Agreement.
 10. Upon becoming aware of a personal data breach, the Processor will inform the Controller without unreasonable delay and will assist the Controller in dealing with such breach as long as possible and necessary.
 11. This Data Processing Agreement is valid for an indefinite period of time and will end upon the termination of the Processor's performance of the online Services for the Controller.
 12. After this Data Processing Agreement ends, at the Controller's discretion, the Processor will delete all personal data or return them to the Controller by means of a carrier, in accordance with the retention periods applied by the Processor.
 13. Controller warrants and represents to Virtual Vaults that: (i) it has all authority, grounds, rights and consents necessary to enable Virtual Vaults to process the Personal Data in accordance with the Data Protection Laws for the purposes of this Agreement; (ii) it shall comply with the Data Protection Laws; and (iii) it will at all times remain duly and effectively authorised to give the instructions set out in these Data Processing Conditions.

Annex A.1

Data Processing Agreement.



Types of personal data	Categories of data subjects
All personal data uploaded to the Service by or on behalf of the Controller	All categories of data subjects whose personal data are uploaded to the Service by or on behalf of the Controller

1. Technical And Organisational Measures

1.1 For detailed information about the security measures, please see the Processor's website virtualvaults.com/security-policies/security-measures.

1.2 The Processor complies with ISO / IEC 27001:2013 Information Security Management System. The ISO certificate and/or Statement of Applicability are available upon request.

1.3 The Processor advises the Controller to pseudonymise or anonymise personal data and other confidential data before these data are uploaded to the Service. The Processor does not verify if the Content has been correctly pseudonymised or anonymised.

2. Data Breach Protocol

In the event that something goes wrong despite the measures taken, the Processor will execute the following data breach protocol to ensure that the Controller is aware of incidents. In the event of a personal data breach, the Processor will inform the Controller within thirty-six (36) hours of discovery by the Processor. The Processor cannot determine whether personal data is present in the uploaded Content as the Content is not checked or consulted by the Processor. Therefore, in as much detail as possible, the Processor will inform the Controller as to:

- Which Content is involved in the personal data breach;
- Which Account Information is involved in the personal data breach;
- What happened (what the breach entails);
- What (may have) caused it;
- What measures will be taken by the Processor in response to the breach;
- What the Controller could do to limit the damage;
- What the Processor has learned from the incident and what measures will be taken by the Processor to prevent such incident from reoccurring.

3. Retention Periods

3.1 Upon termination of a Service, the Processor will, in principle, delete the personal data it processes for the Controller within ninety (90) days. For Account information, the Processor will in principle delete it within five (5) years.

3.2 In case the recipient of an archive loses the corresponding password, the Processor will retain the data about the recipient of the password, of the project and/or Vault name and ID, and of the company name, in principle for a maximum of five (5) years after the year in which the archive has been requested.

3.3 The following periods apply with regard to data retention and backup of the Content:

- Within sixty (60) days after the termination of a Service, the Content will be deleted from the Processor's active systems.
- Within ninety (90) days after the termination of a Service, the Content will be deleted from the Processor's backup systems.

Annex B

Service Level

Availability

The availability of the Services is 99.9% (equal to the availability of the Microsoft Azure platform that makes the Service available), measured on a monthly basis, with the exception of scheduled maintenance ("Availability"). Virtual Vaults will inform the Customer of Availability via status.virtualvaults.com. Any lack of availability due to reasons beyond the control of Virtual Vaults, including force majeure, is excluded from availability calculations.

The Customer's sole and exclusive remedy, and the extent of Virtual Vaults' full liability in connection with non-compliance with the Availability Requirements ("Downtime"), is to receive or give, respectively, a credit of 5% of the Subscription Fees (per month) for each period of thirty (30) or more consecutive minutes of Downtime, provided that the Downtime lasts for longer than one (1) hour, subject to the condition that no more than one (1) such credit will be accrued per day. The Downtime starts running as soon as the Customer indicates that Downtime is occurring, and continues until the Availability of the Services has been restored. In order to receive a credit, the Customer must notify Virtual Vaults in writing within twentyfour (24) hours of the moment of Downtime. If no such notification is given, the right to receive credit will lapse. Such credit cannot be exchanged for cash. The credits may not be applied cumulatively for more than one (1) week's Subscription Fees in any particular month. Virtual Vaults will only apply a credit entry in respect of the month in which the incident occurred.

Failures

Virtual Vaults will respond to failure reports within a reasonable period, depending on the urgency of the report. Virtual Vaults aims to rectify a Service Failure within a reasonable time period if and to the extent that the Failure concerns part of the Service developed by Virtual Vaults itself and (the Users of) the Customer has/have provided Virtual Vaults with a detailed written description of the relevant Failure. If there are reasons for doing so, Virtual Vaults may postpone rectifying the Failure until and by the issue of a new version of the Service. Virtual Vaults has the right to install temporary solutions, software workarounds or problem-avoiding restrictions in the Service. The Customer will identify any risks for its organisation arising from Failures and interruptions and, if necessary, take additional measures. Failures on Non-Virtual Vaults applications are not covered by support.

Repair or restoration of damaged or lost Content

Virtual Vaults is never obligated to repair or restore damaged or lost Content since it does not store any previous versions of modified or permanently deleted Content. In the unlikely event that the converter does not convert a document or does not convert it properly, the Customer itself must make the original available. The Customer should always keep copies of uploaded documents.

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