

# Pure Farming Subscriber Master Terms

## 1 Introduction

- 1.1 **Orders for Services:** MOA and its affiliates provide software-based information services for organisations in the agriculture and agri-food sectors. The MOA entity providing the Services and the Customer entity receiving the Services are identified in an Order Form entered into by the parties by the Customer completing and signing, or digitally confirming, a MOA Order Form and MOA signing, or confirming in writing to the Customer, MOA's acceptance of that Order Form.
- 1.2 **Agreement:** Each Order incorporates these Pure Farming Subscriber Master Terms and any Service Terms applicable to the Services being purchased by the Customer. Together these documents and the Order constitute the **Agreement** and each agreed Order constitutes a separate Agreement between the parties.
- 1.3 **Precedence:** If there is any conflict among any elements of the Agreement, the descending order of precedence will be (unless expressly stated otherwise): Order, Service Terms and these Master Terms.

## 2 Service Commencement and Term

- 2.1 **Term:** The Services under each Order will commence on the Commencement Date for that Service and, unless sooner terminated in accordance with these Master Terms, will continue for the Initial Term stated in the Order. The Term for the provision of the Services shall automatically renew for consecutive Renewal Periods specified in an Order unless either party gives the other written notice of its intention not to renew at least ninety (90) days prior to expiry of the Initial Term or the then current period of renewal.

## 3 MOA responsibilities

- 3.1 **Provision of Services:** MOA will provide the Services by itself and its affiliates as specified in and in accordance with the terms of the Agreement.
- 3.2 **Additional services and changes to Services:** From time-to-time MOA may offer to provide, or the Customer may request, additional services or other changes to the scope of the Services. Any changes agreed will be the subject of a new or amended Order and any applicable Charges will be specified in that new or amended Order.

## 4 Customer's obligations

- 4.1 **General:** The Customer will:
  - 4.1.1 perform in a timely manner all its responsibilities under the Agreement;;
  - 4.1.2 ensure that it and its users comply at all times with MOA's [Acceptable Use Policy](#);
  - 4.1.3 ensure that all usernames and passwords required to access the Services are kept secure and confidential and immediately notify MOA of any unauthorised use of such access credentials;
  - 4.1.4 obtain any approvals, consents, authorities, licenses and permits that may be required by third parties to enable MOA to perform its obligations under the Agreement; and
  - 4.1.5 promptly provide all information, documentation, decisions, assistance and co-operation that MOA may reasonably require for the performance of its obligations under the Agreement.
- 4.2 **Use of Services:** The Customer will:
  - 4.2.1 follow MOA's reasonable directions about the use of the Services;
  - 4.2.2 only use the Services for lawful purposes and in accordance with the Agreement; and
  - 4.2.3 be responsible for the use of the Services by anyone who accesses or uses the Services with the Customer's authorisation or using the Customer's access credentials.

## 5 Customer Data

- 5.1 **Data rights:** MOA claims no ownership rights over any data or materials that the Customer supplies to MOA or provides in connection with the use of the Services (**Customer Data**). The Customer has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The

Customer hereby grants MOA a non-exclusive, worldwide, royalty-free licence to use Customer Data for the purpose of providing the Services and as otherwise permitted by the Agreement.

- 5.2 **Connected Data:** The Customer may use the Services to receive data from third parties, including farmers and growers (**Connected Data**). The Customer is referred to as a "Data Consumer" when it is receiving Connected Data. The Services require the Customer to provide terms and conditions (**Data Consumer Terms**) to third parties regarding Customer's use of Connected Data and allow the third party to permission use (and remove permission for use) of Connected Data by the Customer. The Customer must ensure that its Data Consumer Terms: (i) include sufficient rights to allow MOA to use, manipulate and combine Connected Data in order to provide the Services; and (ii) do not conflict with or undermine any term in the Agreement. The Customer hereby grants MOA a non-exclusive, worldwide, royalty-free licence to use the Connected Data for the purpose of providing the Services to the Customer and as otherwise permitted by the Agreement.
- 5.3 **Additional Data Rights.** Customer grants MOA the right on a worldwide, non-exclusive, royalty-free basis:
- 5.3.1 to track and analyse its and any of its users' use of and access to the Services and interaction with other applications and use such data for the purposes of application security, for assessing performance of and optimizing and improving the Services and for providing support Services to the Customer; and
  - 5.3.2 to use Customer Data and Connected Data in an anonymised manner for machine learning to support improved or additional product features within the Services; and
  - 5.3.3 during the term of the Services, to invite individuals whose details are provided as part of Customer Data to subscribe to the MOA Pure Farming Platform in their own right by creating an account or user profile on the Pure Farming Platform.
- 5.4 **Storage:** MOA will store Customer Data in a specific location or geographic region (for instance, Europe, Australia, North America or Singapore) as part of the Services in accordance with the Agreement.
- 5.5 **Personal Information/Data:** To the extent that MOA process personal data:
- 5.5.1 to manage the Customer's account and the Customer and its user's relationship with MOA, the Customer acts as a controller and MOA acts as an independent controller, not a joint controller with the Customer;
  - 5.5.2 provided by a third party which has its own account on the Pure Farming Platform and which wishes to share Connected Data with the Customer, MOA acts as a controller; and
  - 5.5.3 otherwise in carrying out the Services, the Customer is the controller of the personal data and MOA is a processor;
- the MOA [Privacy Notice](#) applies to all processing of personal data that MOA undertakes as controller and the provisions of the Data Processing Addendum apply to all processing that MOA undertakes as a processor. Customer and MOA will comply with all applicable requirements of data protection laws.
- 5.6 **Restriction:** The Customer must not use the Services to collect or store sensitive information relating to any individual of any type (as may be defined by law in the Customer's jurisdiction and in any event including racial or ethnic origin, political opinions, religious or philosophical beliefs, sexual orientation or practices, criminal records, health information, genetic information, and biometric information).
- 5.7 **Deletion:** MOA will delete Customer Data (including copies of any Connected Data to the extent this Connected Data is bespoke to the Customer) when requested by the Customer. However, MOA may retain this data in system backups and for compliance and legal purposes. For the avoidance of doubt, when MOA delete copies of Connected Data held for the Customer, it will not delete other copies of the same data that the third parties have made available to other organisations or customers or which they wish to retain in their own Pure Farming platform account.
- 5.8 **Customer Data backup:** The Customer is responsible for making periodic back-ups of all Customer Data to mitigate any risk of the Customer suffering loss or damage in connection with any loss of, or corruption to, Customer Data.

## 6 Charges and Payment

- 6.1 **Charges:** The Customer will pay the Charges specified in, or calculated in accordance with, the terms of the Agreement. For the avoidance of doubt, any estimates of hours and/or fees are not a cap on hours or a fixed price, unless otherwise stated.
- 6.2 **Invoices:** Unless otherwise stated in the Order, MOA will invoice the Customer for the Charges on a monthly basis in advance. Expenses will only be billed if specified in an Order and will be invoiced monthly in relation to Services provided during the relevant month.
- 6.3 **Payment:** The Customer will pay each invoice in full, without set-off or deduction, by the later of 30 days from the date of invoice or the due date, as specified in the Order, except to the extent the Customer has disputed the invoice in accordance with clause 6.5. The Customer will be responsible for the costs of collection of overdue amounts, including all legal costs, incurred by MOA on a solicitor-client basis. If payment of any undisputed amount is not received by MOA by the due date for payment, MOA may:
- 6.3.1 suspend the performance of any or all Services until all outstanding Charges have been paid in full; and/or
  - 6.3.2 charge default interest on overdue amounts calculated on a daily basis at an interest rate that is 2% per annum above the base interest rate of MOA's bank from time to time.
- 6.4 **Taxes:** The Charges, expenses and any other charges do not include Goods and Services Tax (**GST**) Sales Tax, Value-Added Tax (**VAT**) nor any other similar taxes, duties, Government fees, levies, imposts or charges (together, **sales taxes**). All relevant sales taxes may be invoiced by MOA to the Customer at the rate applicable at the time of supply.
- 6.5 **Disputed invoices:** In the event Customer disputes any amount appearing on an invoice, Customer must contact MOA before the due date of payment and pay all amounts not in dispute by the due date. Customer is not required to pay the disputed part of the invoice while MOA investigates the matter. If there has been a mistake, MOA will adjust the next invoice or issue a credit note. If there is no mistake, then Customer is required to pay any outstanding amount immediately or, if the due date has not yet passed, by the due date.
- 6.6 **Variation to Charges:** MOA may vary the Charges in accordance with the applicable Order and/or Service Terms. In addition, after expiry of the Initial Term, MOA may vary the Charges for a renewal term by giving the Customer not less than 90 days' written notice to take effect from the first day of the next renewal term.

## 7 Confidential Information

- 7.1 **Obligations of the parties:** Each party will keep secret and confidential at all times, all Confidential Information and will use reasonable endeavours to ensure that it does not use, communicate, cause to be communicated, copy, make available or otherwise resupply any Confidential Information to any person other than those of its employees, contractors, agents or representatives to whom disclosure is reasonably necessary for the purposes of the applicable Agreement, or is expressly permitted by these Master Terms.
- 7.2 **Employees and contractors:** Each party will take reasonable steps with its employees, contractors, agents or representatives to ensure that none of them uses any Confidential Information in a manner not authorised by these Master Terms or discloses the same to any person without the prior written consent of the other party. MOA may disclose the Customer's Confidential Information to third parties for the purposes of providing the Services, provided that such third parties agree to terms of non-disclosure consistent with the terms of these Master Terms.
- 7.3 **Return of Confidential Information:** Subject to clause 5.7, at the request of either party, the other will return or destroy any Confidential Information belonging to the requesting party.
- 7.4 **Breach of confidentiality:** Each party will immediately notify the other party of any breach of confidentiality affecting the other party's Confidential Information of which it becomes aware.
- 7.5 **Promotion:** MOA may add the Customer's name and company logo to MOA's customer list and website. The Customer may opt out of this promotion by submitting the form at: [www.purefarming.com/promotion-opt-out](http://www.purefarming.com/promotion-opt-out) .

## 8 Warranties

- 8.1 **Performance:** MOA warrants that the Services will (i) generally be provided in line with the description of the Services in the Service Terms or an Order; (ii) be provided with reasonable skill and care, in accordance with generally accepted standards in the information technology services industry; and (iii) will be provided in compliance with all applicable laws and regulations.

- 8.2 **Exclusions:** MOA does not warrant that any software or Service is, or will be, defect free, or the use of any software or Service will be uninterrupted. However, if the Services are interrupted, MOA will take commercially reasonable steps to restore the Services as soon as practicable after becoming aware of the interruption.
- 8.3 **No warranties or representations:** Except as expressly stated in clause 8.1, MOA gives no warranties and makes no representations of any kind relating to the Services, including as to fitness for a particular purpose or as to whether the Services will meet the Customer's requirements. The Customer acknowledges that it is not relying upon any statement or representation of MOA that is not expressly set out in the Agreement. To the maximum extent permitted by law, the warranties are limited to those set out in these Master Terms, and all other conditions, guarantees or warranties whether express or implied by statute or otherwise are expressly excluded.
- 8.4 **Contracting out:** The parties agree:
- 8.4.1 that the Services are supplied for the purposes of a business;
  - 8.4.2 that the parties are in trade and of equivalent bargaining power; and
  - 8.4.3 in the event the law of New Zealand applies to the Agreement, to contract out of the provisions of the Consumer Guarantees Act 1993 to the extent permitted by law.

## 9 Liability

- 9.1 Nothing in an Agreement shall limit or exclude either party's liability for (a) death or personal injury caused by its negligence, or the negligence of its affiliates, employees, agents or sub-contractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by law.
- 9.2 **Exclusion and limitation:** To the maximum extent permitted by law:
- 9.2.1 Subject to clauses 9.1 and 9.2.3, the liability of either party to the other party arising out of any and all claims whatsoever (irrespective of the cause of action) will not in any circumstances exceed, in aggregate, the Charges paid by the Customer under the applicable Agreement in the 12 months immediately preceding the most recent event giving rise to the liability;
  - 9.2.2 subject to clauses 9.1 and 9.2.3, neither party will in any circumstances (including negligence or breach of statutory duty) be liable for any loss of opportunity, profits, revenue or savings or for any indirect, consequential, special, exemplary or incidental damages or any indirect loss. For the purposes of this clause, "indirect, consequential, or special damage" includes loss or reduction of business and loss of or damage to any data or computer system;
  - 9.2.3 clauses 9.2.1 and 9.2.2 do not apply to:
    - (a) any infringement of Intellectual Property Rights; and
    - (b) the Customer's obligation to pay the Charges.
- 9.3 **Time Limit:** No action arising out of or in connection with an Agreement, regardless of form, may be brought by either party more than two years after the cause of action arose.

## 10 Intellectual Property

- 10.1 As between the parties, MOA and its affiliates retain all right, title and interest in Intellectual Property Rights, in and to (i) the Services (including in any algorithms and software, in object code and source code form), (ii) MOA own and MOA licensors' proprietary data which is used to provide the Services, and (iii) any and all improvements, modifications, translations and derivative works of any of the foregoing (collectively, **MOA Property**).
- 10.2 Customer does not acquire any right, title or interest in or to MOA Property except as expressly set out in the Agreement. Where any MOA Property is to be licensed to the Customer, the terms of that licence will be set out in an Order, in the relevant Service Terms or in a separate licence agreement.
- 10.3 Customer undertakes that it will not:
- 10.3.1 other than as permitted by the Agreement, permit any third party to access and/or use the Services or MOA Property;
  - 10.3.2 rent, lease, loan, or sell access to the Services or MOA Property to any third party;

- 10.3.3 interfere with, disrupt, alter, translate, or modify the Services or any part thereof, or create an undue burden on the Services or the networks or services connected to the Services;
  - 10.3.4 copy, reverse-engineer the Services, or access the Services to build a competitive product or service or integrate the Services with any services, information or software not authorised by MOA; and
  - 10.3.5 introduce software or automated agents or scripts to the Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Services. Customer will limit access to the Services to its authorised users and will administer account information and passwords accordingly.
- 10.4 **Know how:** Despite any other provision of these Master Terms, MOA may retain and reuse for any purpose any know how acquired in providing the Services and retained in the unaided memory of its personnel.
- 10.5 **Giving effect to this clause:** MOA reserves the right to terminate the Customer's access to the Services or the access credentials of any user in the event MOA believes the Services are being used in breach of the provisions of this clause 10.

## 11 Termination

- 11.1 **Termination for breach:** Either party may terminate the Agreement, or any one or more Agreements, by giving written notice to the other party, if:
- 11.1.1 the other party materially breaches any provision of the Agreement, including any breach of a provision requiring one party to pay to the other any amount of money it owes, which will be deemed to be a material breach; and
  - 11.1.2 such failure or breach is not remedied within 20 days after the date on which written notice of the material breach is given to the breaching party.
- 11.2 **Termination on insolvency:** Either party may terminate the applicable Agreement or any one or more Agreements by written notice to the other party if the other party ceases to carry on business, goes into liquidation, ceases to be able to pay its debts when due, or if a receiver and/or manager or statutory manager is appointed, or if the other party enters into a scheme of arrangement with its creditors.
- 11.3 **Obsolescence:** MOA may obsolete a Service on at least ninety (90) days prior notice to the Customer provided that this clause shall only apply if the same service is to be made obsolete for all MOA customers receiving a similar service..
- 11.4 **Preservation of rights:** Termination of an Order will not affect:
- 11.4.1 the rights of a party which accrued up to and including termination; or
  - 11.4.2 the provisions of these Master Terms which by their nature, survive termination including section 9 (Warranties), section 9 (Liability), section 10 (Intellectual Property), section 7 (Confidential Information), this section 11, section 12 (Dispute Resolution), and section 15 (General).

## 12 Dispute Resolution

- 12.1 **Notice:** If a dispute arises between the parties, either party may give notice of the dispute (**Dispute Notice**) to the other party.
- 12.2 **Negotiations:** Following giving of a Dispute Notice, in the first instance, senior representatives of the parties will attempt to resolve the dispute through good faith negotiations.
- 12.3 **Escalation:** If the dispute is not resolved within seven days after the Dispute Notice being given (or such longer time as the parties agree), the managing directors (or equivalent) of the parties must meet to attempt to resolve the dispute.
- 12.4 **Mediation:** If the parties have not resolved the dispute within 20 Working Days, or such longer time as they agree, after the Dispute Notice being given, then, subject to agreement of the other party, either party may refer the dispute to mediation. For any mediation:
- 12.4.1 the parties will enter into mediation with the objective of resolving the dispute; and
  - 12.4.2 the parties shall share equally the fees of the mediator; and

- 12.4.3 the mediator will endeavour to facilitate an agreement between the parties within five (5) Working Days or such longer time as agreed between the parties; and
- 12.4.4 the mediator will issue a report containing conclusions and recommendations for resolving the dispute. Such report will be non-binding, but either party may introduce it into evidence in any subsequent legal proceedings.

12.5 **Urgent equitable relief:** Neither party will commence litigation against the other party without first following the dispute resolution process specified in this clause 12. However, nothing in this clause will prevent the parties from taking immediate steps to seek urgent equitable relief before a court.

12.6 **Continued performance:** If there is a dispute each party will continue to perform its obligations under the Agreement to the extent practical, taking into account the nature of the dispute, the parties agreeing that if the dispute relates to a non-payment or short-payment by the Customer, and the Customer has not raised an invoice dispute in accordance with clause 6.5, then MOA may suspend performance in accordance with clause 6.3.

### 13 Force majeure

Neither party will be liable for failure of delay in performance of any obligation under the applicable Agreement if the failure or delay is due to circumstances beyond its reasonable control.

### 14 Notices

14.1 **General:** Any notice, communication or other document authorised or required to be given or served pursuant to an Agreement (a **notice**) must in writing and addressed as specified in the Contact Details set out in an Order. Either party may amend its Contact Details at any time by giving written notice to the other.

14.2 **Deemed receipt:** A notice will be deemed to be given:

- 14.2.1 in the case of hand delivery, upon written acknowledgement or receipt by an officer or an employee of the receiving party;
- 14.2.2 in the case of email, provided no automated notification or rejection or failed delivery or similar is received by the sender in which case the notice is deemed to be not delivered, at the "time sent" noted upon the sender's email sent to the receiving party; and
- 14.2.3 in the case of post, three days after posting.

### 15 General

15.1 **Assignment and subcontracting:** Either party may assign any or all of its rights and obligations under any Agreement by giving notice in writing to the other party. MOA may subcontract any or all of its rights and obligations under any Agreement with or without notice to the Customer.

15.2 **Non-solicitation:** Neither party will, during the Term and for a period of six months after its termination or expiry, directly or indirectly solicit, interview, contract, engage, or hire personnel (including contractors) of the other party. This clause does not apply to a situation where a person responds to a bona fide public advertisement.

15.3 **Independent contractors:** The parties are independent contractors, not employees, agents or representatives of each other. Neither party has the right to bind the other party to any agreement.

15.4 **No benefit to third party:** No Agreement will operate for the benefit of any person or entity not a party to that Agreement, and nothing contained in an Agreement will be construed as creating any right, claim or cause of action in favour of any such third party against either of the parties to that Agreement.

15.5 **Waiver:** No delay in enforcement or extension of time or failure to exercise any right under an Agreement will be deemed to be a waiver of any right by either party. No waiver of an earlier breach of an Agreement will be construed as a waiver of a later breach.

15.6 **Severability:** If any provision of an Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the rest of that Agreement will not in any way be affected or impaired and will be construed to preserve enforceability to the maximum extent compatible with the applicable law.

15.7 **Entire agreement:** The parties acknowledge that each Agreement contains the whole of the contract and understanding between them. Each Agreement replaces all prior agreements and understandings with respect to the subject matter of that Agreement.

15.8 **Governing law:** The governing law of the Agreement is specified in the Order.

## 16 Definitions and Interpretation

16.1 **Definitions:** In these Master Terms, unless the context otherwise requires:

**Acceptable Use Policy** means MOA's acceptable use policy available at [www.purefarming.com/acceptable-use](http://www.purefarming.com/acceptable-use) as amended from time to time.

**Agreement** means each independent agreement created by an Order and incorporating these Master Terms and any applicable Service Terms.

**Charges** means any amounts payable by the Customer to MOA for Services, as specified in, or calculated in accordance with, the applicable Order and/or Service Terms.

**Commencement Date** means the date set out in an Order.

**Confidential Information** means all information that concerns a party to an Agreement which is disclosed by that party (the **Disclosing Party**) to the other party (the **Receiving Party**), excluding information that:

- (a) is, or becomes, general public knowledge without fault of the Receiving Party; or
- (b) is, or becomes, available to the Receiving Party from a source other than the Disclosing Party without breach of any confidentiality obligations of that source; or
- (c) is independently developed by the Receiving Party without use of the Disclosing Party's confidential information; or
- (d) is required to be disclosed by law or under a court order; or
- (e) is already known to the Receiving Party prior to that information being disclosed to the Receiving Party by the Disclosing Party.

**Customer** means the customer identified in the applicable Order.

**Data Consumer Terms** has the meaning given to it in clause 5.2.

**Initial Term** means the initial term specified in an Order.

**Intellectual Property Rights** means any intellectual and industrial property rights throughout the world, including any copyright, patent, trade mark, design right, trade secret, database right, inventions, circuit layouts, or other industrial or intellectual property rights recognised or protected by law.

**MOA Property** has the meaning given to it in clause 10.1.

**Order** means an agreed order for services that expressly incorporates these Master Terms.

**Privacy Notice** means MOA's privacy notice available at [www.purefarming.com/privacy](http://www.purefarming.com/privacy) as amended from time to time.

**Service Terms** means the service terms for particular Services attached to, or incorporated into, an Order.

**Services** means any software or hosted or data-based product functionality provided by MOA under an Agreement.

**Term** means the Initial Term and any term for which the Agreement is renewed in accordance with clause 2.

**Working Day** means any day other than Saturday, Sunday or a public holiday that is generally observed in the jurisdiction of the MOA contracting entity.

16.2 **Interpretation:** In these Master Terms, unless the context otherwise requires:

- 16.2.1 the singular in all cases includes the plural and vice versa;
- 16.2.2 the term "including" will be read as "including (without limitation)";
- 16.2.3 headings are for convenience of reference only and will not in any way affect the construction of interpretation of each Agreement;
- 16.2.4 references to statutes or statutory provisions will be construed as references to those statutes or provisions as they may be re-enacted or amended from time to time; and
- 16.2.5 reference to the parties include their respective personnel, agents, subcontractors, successors in title, and permitted assigns.





## Data Processing Addendum

This Addendum sets out the scope, nature and purpose of processing of personal data by MOA as processor on behalf of the Customer as controller in the provision of the Services.

<b>Data Processing Details:</b>	
Subject matter and nature of the processing	The subject matter of the processing is invitations to facilitate the collation of agricultural data. The nature of the data processing is sending emails to Customer's suppliers inviting them to submit data to the Customer via the Pure Farming data platform.
Purpose of processing	The purpose of the processing is to provide the Services to the Customer.
Duration of the processing	For so long as the Agreement remains in effect.
Data subjects	The personal data to be processed concern the following data subjects: Farmer, growers, suppliers to the Customer.
Categories of data	The personal data to be processed concern the following categories of personal data: Name Email Address Farm business

1. For the purposes of this Addendum, the following terms have the following meanings:  
**Customer Personal Data** means personal data or personal information (as such terms are defined by Data Protection Law) processed by MOA on behalf of the Customer in the provision of the Services as described in the table above, but excluding personal data MOA processes as controller.  
**Data subject, controller, processor, process, processing or processes** each have the meaning given to them in Data Protection Law;  
**Data Protection Law:** any laws to which the Customer or MOA are subject which relate to the protection of Customer Personal Data; and  
Other capitalised terms are defined in the main body of the Pure Farming Subscriber Master Terms.
2. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to MOA and/or lawful collection of personal data by MOA on behalf of the Customer for the duration and purposes of the Agreement.
3. **Customer Personal Data**  
MOA shall, in relation to any Customer Personal Data processed in connection with the performance of its obligations under the Agreement:
  - 3.1. Process Customer Personal Data only on the written instructions of the Customer; the Agreement and the use by the Customer of the functionality of the Services constituting written instructions, unless MOA is required by applicable laws to otherwise process that personal data. Where MOA is relying on laws as the basis for processing personal data, MOA shall promptly notify the Customer of this before performing the processing required by the applicable laws unless those applicable laws prohibit MOA from so notifying the Customer.
  - 3.2. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer 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 (those measures may include, where appropriate, pseudonymising and encrypting

personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 3.3. Ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the personal data confidential;
- 3.4. Assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 3.5. Notify the Customer without undue delay on becoming aware of a personal data breach;
- 3.6. At the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Agreement unless required by any applicable laws to retain the Customer Personal Data; and
- 3.7. Maintain complete and accurate records and information to demonstrate its compliance with this Addendum.

#### 4. **Sub-Processors**

The Customer consents to MOA appointing the sub-processors identified at its [sub-processors web page](#) as third-party processors of Customer Personal Data under the Agreement. The Customer generally consents to MOA engaging third party processors to process Customer Personal Data provided that: (i) MOA provides at least 30 days' prior notice of the addition of any third party processor by updating its [sub-processors web page](#), (ii) MOA enters into a written agreement with such processor incorporating terms which are substantially similar to those set out in this Addendum including ensuring the sub-processor guarantees to implement appropriate technical and organisational security measures in relation to the personal data in such a way that the processing is compliant with Data Protection Law; and (iii) as between the Customer and MOA, MOA remains liable for any breach of the Agreement that is caused by an act, error or omission of its sub-processor. If Customer has a reasonable basis to object to the use of a new or additional sub-processor because Customer is able to show that significant risks for the protection of its Customer Personal Data exist with such new or additional sub-processor:

- 4.1. Customer will notify MOA in writing within thirty (30) days of the date of the sub-processor notice, detailing the basis for its objection; and
- 4.2. MOA will work with the Customer in good faith to make available a commercially reasonable change to avoid processing of Customer Personal Data by the objected-to new or additional sub-processor.

Where a change cannot be made within 30 days from MOA receipt of Customer's objection notice, Customer may, as its sole remedy, by written notice with immediate effect terminate that aspect of the Services that requires the use of such new or additional sub-processor.

5. Some of the sub-processors engaged by MOA may be located outside of or undertake processing outside of the UK or the European Economic Area, including in the US. Details of such international transfers and the safeguards that MOA has put in place in accordance with Data Protection Law are set out at [sub-processors web page](#).
6. MOA shall make available all information necessary to demonstrate compliance with its obligations under this Addendum and will allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer. Customer will be responsible for all costs of the carrying out of any such audit.