

STANDARD TERMS AND CONDITIONS

1. AGREEMENT AND INTERPRETATION

These Standard Terms and the accompanying Statement of Work (which shall include for the avoidance of doubt any "Quotes" or "Work Orders") form part of your agreement with Keywords. By signing the Statement of Work, or confirming your acceptance in writing, you accept the Standard Terms. In the absence of your signature on the Statement of Work or your acceptance in writing, your acceptance of the Services (as defined herein) shall constitute acceptance of the Standard Terms.

1.1 In these Standard Terms and a Statement of Work, the following words and expressions set out in this Clause 1 shall have the following meanings:

Affiliate means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time and where control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company (and controls and controlled shall be construed accordingly).

Applicable Law(s) means any laws, by-laws, regulations, codes, guidance, orders or directions issued from time to time by any court, government or other competent regulatory authority applicable to a Party.

Applicable Tax means any taxes, duties or other levies paid or payable to any competent authority, including value added tax, sales tax, excise tax, use tax, goods and services tax, consumption tax, income tax, corporation tax, withholding tax and any others of equivalent effect.

Assigned Rights has the meaning given to it in Clause 7.1.

Business Days means Monday to Friday, excluding public holidays in the Republic of Ireland, or such other definition given in the relevant Statement of Work.

CEDR has the meaning given to it in Clause 20.2(a).

Change Order has the meaning given to it in Clause 4.1.

Charges means the sums payable by Customer to Keywords for the Services under a Statement of Work in accordance with the terms of Clause 5.

Commencement Date means the date identified as such in a Statement of Work.

Completion Date means the date identified as such in a Statement of Work.

Confidential Information means any private, secret and/or confidential information which is disclosed by either Party under or in connection with a Statement of Work (whether orally or in writing and whether or not such information is expressly stated to be confidential or marked as such).

Customer means the party identified as "Customer" in a Statement of Work.

Customer Background Rights means any and all Intellectual Property Rights that:

a) are licensed from a third party to Customer or its Affiliates;

- b) were created by, for or on behalf of Customer or its Affiliates before the Commencement Date;
- c) are created on or after the Commencement Date and arise in relation to Customer Materials; or
- d) as may be specified in a Statement of Work.

Customer Project Manager has the meaning given to it in Clause 3.1.

Customer Materials means any works and materials provided by Customer to Keywords under a Statement of Work, including any accompanying documentation.

Data Protection Laws means the Data Protection Act 2018, GDPR and any relevant law implemented as a result of GDPR, and any other laws in connection with the processing of personal information with which a Party is obliged to comply.

Data Processing Addendum means the Appendix to these Standard Terms.

Deliverables means any work specified in a Statement of Work that is provided by Keywords to Customer as part of the Services.

Deliverables Warranty Period has the meaning given to it in Clause 9.3.

Dispute has the meaning given to it in Clause 20.1.

Dispute Notice has the meaning given to it in Clause 20.1(a).

Extended Term has the meaning given to it in Clause 14.2(a).

Fixed Term SOW has the meaning given to it in Clause 14.1(a).

Force Majeure means any circumstance beyond a Party's reasonable control, including acts of God, flood, drought, earthquake or other natural disaster, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority including imposing an export or import restriction and including any restrictions imposed or action taken by a government in relation to the COVID-19 Pandemic, quota or prohibition, collapse of buildings, fire, explosion or accident, interruption or failure of utility service and any pandemic or epidemic (which, for the avoidance of doubt, shall include any further outbreak, wave, spike or peak of the coronavirus 2 (SARS-CoV-2) pandemic, notwithstanding the Parties' awareness of such pandemic at the time of entering into a Statement of Work).

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Indemnified Party has the meaning given to it in Clause 10.1.

Indemnifying Party has the meaning given to it in Clause 10.1.

Indemnity Claim has the meaning given to it in Clause 10.1.

Initial Term has the meaning given to it in Clause 14.1(a).

Insolvency Event means:

- a) a party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- b) a party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- c) a party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of a party (being a company, limited liability partnership or partnership);
- e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over a party (being a company, partnership or limited liability partnership);
- f) the holder of a qualifying floating charge over the assets of a party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- g) a person becomes entitled to appoint a receiver over the assets of a party or a receiver is appointed over the assets of a party;
- h) a creditor or encumbrancer of a party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; and/or
- i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above.

Intellectual Property Rights means patents (including any supplementary protection certificates or other extensions thereof), utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, rights in business names and domain names, rights in get up and trade dress, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights and all other intellectual property rights, in each case whether in whole or in part, whether registered or unregistered, and for the whole legal term of protection of such rights and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights, and all similar or equivalent rights or forms of protection that subsist now or will subsist in the future in any part of the world.

Keywords means Keywords International Limited, a company incorporated under the laws of the Republic of Ireland with company number 286266, or such other Party that may be identified as "Keywords" in a Statement of Work.

Keywords Background Rights means any and all Intellectual Property Rights that:

- a) are licensed from a third party to Keywords or its Affiliates;

- b) were created by, for or on behalf of Keywords or its Affiliates before the Commencement Date;
- c) are created on or after the Commencement Date and do not arise in relation to a Deliverable or are created other than in the course of providing the Services; or
- d) arise in any works and materials may be listed in a Statement of Work as Keywords Materials.

Keywords Project Manager has the meaning given to it in Clause 2.1.

Keywords Personnel means any and all employees, directors, officers, contractors and consultants of Keywords and its Affiliates from time to time.

Losses has the meaning given to it in Clause 11.4.

Mediation Notice has the meaning given to it in Clause 20.2(b).

Ongoing Term has the meaning given to it in Clause 14.1(b).

Ongoing Term SOW has the meaning given to it in Clause 14.1(b).

Party means a party to a Statement of Work, being Keywords or Customer, and "Parties" shall mean Keywords and Customer together.

Services means any services that are provided by Keywords to Customer under a Statement of Work.

Standard Terms means these Standard Terms and Conditions that govern each and every Statement of Work.

Statement of Work means an agreement for the provision of Services by Keywords to the Customer from time to time, whether or not entered into under a Master Services Agreement, including (for the avoidance of doubt) any "Quotes" or "Work Orders".

Term means:

- a) in the case of a Fixed Term SOW, an Initial Term and any and all Extended Terms; and
- b) in the case of an Ongoing Term SOW, the Ongoing Term.

Transfer Regulations means any national legislation implementing the provisions of the Transfers of Undertakings Directive 2001/23/EC of 12 March 2001 (including any legislation amending, modifying, extending, varying, superseding, replacing, substituting or consolidating it from time to time), including for the avoidance of doubt as amended or replaced or any other equivalent legislation in any other jurisdiction.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.3 Use of the singular includes the plural and vice versa. A reference to one gender shall include a reference to the other genders.
- 1.4 A reference to a Clause is a reference to a clause of these Standard Terms. A reference to the Appendix is a reference to the appendix to these Standard Terms.
- 1.5 Headings to Clauses are for the purpose of information and identification only and do not affect the interpretation of these Standard Terms.
- 1.6 A reference to "writing" or "written" includes email, but not fax.

1.7 Any phrase introduced by the words “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those words.

2. KEYWORDS' OBLIGATIONS

2.1 Project Manager. Keywords shall appoint a manager for the Services by naming an individual in a Statement of Work or by mutual agreement in writing, who shall act as the primary point of contact for Customer in matters relating to the Services (the “**Keywords Project Manager**”).

2.2 Services. Keywords shall provide the agreed Services (including the delivery of any agreed Deliverables) to Customer in accordance with these Standard Terms and the provisions agreed in a Statement of Work.

2.3 Delivery times. Keywords shall use all reasonable endeavours to meet any agreed delivery times set out in a Statement of Work.

2.4 Delays. If Keywords becomes aware of any circumstances that are likely to prevent it from meeting the time for performance set out in an agreed Statement of Work, it shall promptly notify Customer of the delay, the reasons for the delay, the consequences of the delay and how it proposes to mitigate the delay.

2.5 Acceptance testing. Keywords shall follow any specific process for the acceptance testing of Deliverables set out in a Statement of Work.

2.6 Location of Services provision. Keywords may provide the Services from any of its business premises or its Affiliates' business premises from time to time in its sole discretion. Any Keywords Personnel may additionally undertake the provision of the Services from their residential address where so permitted in a Statement of Work or as otherwise agreed between the Parties from time to time.

3. CUSTOMER'S OBLIGATIONS

3.1 Project Manager. Customer shall appoint a manager for the Services by naming an individual in a Statement of Work or by mutual agreement in writing, who shall have the authority to contractually bind Customer in matters relating to the Services, including by signing any Change Orders (the “**Customer Project Manager**”).

3.2 Co-operation. Customer shall co-operate with Keywords in all matters relating to the Services.

3.3 Customer Materials. Customer shall deliver to Keywords, in accordance with the delivery terms set out in the Statement of Work, all Customer Materials agreed in a Statement of Work or necessary for the provision of the Services by Keywords, including:

- (a) in the case of game development Services, all agreed software and other game assets;
- (b) in the case of localization Services, all agreed elements to be translated;
- (c) in the case of artwork Services, a complete set of the agreed assets, documentation and reference materials (for example, photographs and/or concept art);
- (d) in the case of voiceover Services, copies of the script, including wordings, characters, technical information about the recording, and recording of the original voicing agreed in the Statement of Work; and
- (e) any necessary equipment, items, assistance, development tools, utilities or other hardware, materials or services (including any content creation guide) in the appropriate state and form.

3.4 Customer delays. If Keywords' performance of its obligations under a Statement of Work is prevented or delayed by

Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Keywords shall be allowed an extension of time to perform its obligations equal to the delay caused by Customer.

3.5 Technical support. Customer shall promptly make available to Keywords such technical support that may reasonably be required to assist Keywords in the provision of the Services.

3.6 Payment. Customer shall pay all Charges and such other agreed charges, disbursements and other expenditure in accordance with Clause 5.

4. CHANGE ORDERS

4.1 Written request. At any time during the Term, a Party may request an amendment to the Statement of Work by serving on the other Party a written request with the proposed amendments to the relevant Statement of Work (a “**Change Order**”).

4.2 Negotiations. Following the service of a Change Order in accordance with Clause 4.1, the Keywords Project Manager and the Customer Project Manager shall negotiate the proposed amendments to the Statement of Work in good faith. At any time during those negotiations, the Party that served the Change Order may withdraw that Change Order and the Parties shall each bear their own costs of the negotiation.

4.3 Signature. If the Parties agree to amend a Statement of Work following the service of a Change Order, the Parties shall record the amendments in a written document that shall be signed by Keywords and the Customer Project Manager (or other duly authorized representatives of each Party) and the amendments to the Statement of Work shall take effect from the signature of that document.

4.4 Electronic signature. The Parties may sign the document recording the amendments following the Change Order electronically; however, for the avoidance of doubt, the Change Order must be a single document signed by each of the Parties and the Parties may not effect any changes to the Statement of Work solely by the exchange of emails or other correspondence.

5. CHARGES

5.1 Payment. In consideration of the provision of the Services by Keywords, Customer shall pay the Charges in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of Applicable Tax as may be required by Applicable Law), together with any expenses set out in the Statement of Work.

5.2 Invoices. Keywords shall submit invoices for the Charges and any agreed expenses to Customer in accordance with the provisions of a Statement of Work. Keywords shall send invoices to Customer in electronic or paper form using the contact details given by Customer to Keywords from time to time.

5.3 Payment terms. Customer shall pay the Charges and agreed expenses set out in an invoice submitted by Keywords under Clause 5.2 no later than 30 days from the date of receipt, unless otherwise agreed by the Parties in the Statement of Work.

5.4 Late payment. Without prejudice to the provisions of Clause 14, if an invoice is unpaid by the due date, then Keywords may, at its option and without prejudice to any other remedy at any time after payment has become due:

- (a) suspend the provision of any further Services to Customer until the relevant invoice has been paid in full; and/or
- (b) charge interest on any overdue amounts from the due date until and including the date of actual payment, after as well as before judgement, accruing on a daily compound basis, at the rate of 3% per annum above the base rate for the time being of Barclays Bank plc.

5.5 Taxes. Customer shall be solely liable for all Applicable Tax on the Charges. If Customer makes any withholding of Applicable Tax required by Applicable Law, then Customer shall promptly provide Keywords with a copy of all correspondence filed with the applicable governmental authority relating to that withholding and shall provide Keywords with all reasonable assistance that Keywords may request in connection with any claim that Keywords may have for a credit or refund of the withheld Applicable Tax or for an exemption from or reduction in such Applicable Tax.

6. AUDIT

6.1 Audit rights. During the Term and for one (1) year after the Term has ended, each Party shall:

- (a) keep at its principal place of business, books of accounts and records, together with supporting documentation relating to its compliance with the Statement of Work; and
- (b) procure that the other Party or its professional representatives have, upon reasonable prior written notice, reasonable access to that Party's principal place of business to inspect and audit that Party's records kept in accordance with Clause 6.1(a).

6.2 Audit conditions. All audits and inspections under Clause 6.1 shall be conducted strictly as follows:

- (a) the audit may only take place during normal business hours and in a manner designed to minimize any disruption of the audited Party;
- (b) the audit may only be conducted by an internationally recognised, reputable, independent, certified public accountant who has not been retained on a contingent fee basis and has been previously approved by the audited Party in writing (which approval shall not be unreasonably withheld) and is engaged by the auditing Party at the auditing Party's sole expense;
- (c) an audit may not be made more frequently than once during each 12-month period commencing with the Completion Date and must be completed within 30 days of the date on which it begins;
- (d) before the audit begins, the auditor must agree in writing with the audited Party to maintain in confidence all information disclosed by or received from the audited Party during such audit;
- (e) the auditor shall provide an identical copy of the audit report to both Parties at the same time; and
- (f) the expenses of an audit shall be borne by the auditing Party.

7. INTELLECTUAL PROPERTY

7.1 Assignment. Keywords hereby assigns and transfers to Customer all its right, title and interest in and to its Intellectual Property Rights in the Deliverables (the "**Assigned Rights**") absolutely, solely and exclusively, with effect from the date of full payment in accordance with Clause 5 of all the Charges that relate to such Deliverables, including:

- (a) all goodwill, statutory, common law and equivalent rights around the world attaching to the Assigned Rights;
- (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and to obtain relief (and to retain any and all damages, account of profits or other financial sums recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights, whether occurring at any time before, on, or after the effective date of the assignment;
- (c) the right to license the Assigned Rights to third parties;
- (d) the right to combine the Assigned Rights with other works; and

(e) the right to reproduce, adapt, perform in public, issue copies of and/or otherwise communicate to the public, the Assigned Rights by any means (including the internet, multimedia, wireless and/or any other form of reproduction of sight), whether now known or created in the future.

7.2 Further assurance. Keywords shall, and shall use reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents that may reasonably be required for the purpose of giving effect to Clause 7.1, including registration of Customer as proprietor, registrant or applicant (as applicable) of the Assigned Rights.

7.3 Keywords licence. Keywords hereby grants to Customer a non-exclusive, perpetual, fully-paid, worldwide licence to use any Keywords Background Rights that are embodied in any Deliverables, with all the rights to use, reproduce, modify, develop, host, distribute (directly or indirectly) publicly perform, broadcast, stream, communicate to the public, sell, rent and carry out all other acts that may be required for Customer to enjoy its rights under the Statement of Work except in each case to the extent expressly agreed otherwise in the relevant Statement of Work. Customer may sub-license, assign or otherwise transfer the licence granted by this Clause 7.3 to third parties, except in each case to the extent expressly agreed otherwise in the relevant Statement of Work.

7.4 Customer licence. Customer hereby grants to Keywords a non-exclusive, fully-paid, worldwide licence for the Term to use any Customer Background Rights that are contained in any Customer Materials provided by Customer to Keywords, with all the rights to use, reproduce, modify, develop, host, distribute (directly or indirectly) publicly perform, broadcast, stream, communicate to the public, sell, rent and carry out all other acts that may be required for Keywords to provide the Services under the Statement of Work. Keywords may sub-license the licence granted by this Clause 7.4 to any of its Affiliates, Keywords Personnel and any other third parties in the course of providing the Services, but Keywords may not otherwise sub-license, assign or transfer such licence.

7.5 Moral rights. Keywords shall procure that the authors of any works that are the subject of the Assigned Rights waive any and all moral rights that may arise in such works under Part I, Chapter IV of the Copyright, Designs and Patents Act 1988 (and any and all equivalent rights arising under similar legislation in jurisdictions outside the United Kingdom) to the maximum extent possible under Applicable Law.

7.6 Decompilation. Save to the extent permitted by Applicable Law or as may be reasonably required to perform its obligations under a Statement of Work:

- (a) Keywords shall not disassemble, decompile or reverse-engineer any Customer Materials without Customer's prior written consent; and
- (b) Customer shall not disassemble, decompile or reverse-engineer any works and materials in which the Keywords Background Rights arise without Keywords' prior written consent.

7.7 Reservation of rights. All rights not expressly granted by a Party in a Statement of Work are expressly reserved. Notwithstanding any other provision of a Statement of Work:

- (a) any and all Keywords Background Rights shall remain the property of Keywords, its Affiliates or their third-party licensors as the case may be; and
- (b) any and all Customer Background Rights shall remain the property of Customer, its Affiliates or their third-party licensors as the case may be.

8. MARKETING AND CREDITS

8.1 Marketing rights. Subject to the confidentiality provisions of Clause 16 at all times, Keywords and its Affiliates may:

- (a) use the name and figurative trade marks of Customer on its website and in marketing materials that it produces from time to time (such as brochures or pitch documents); and
- (b) may confirm that Customer is, or has been, its customer and may state what type of Services have been provided to Customer or its Affiliates, provided that (for the avoidance of doubt) Keywords may not provide details of any computer or video game of Customer that has not yet been publicly announced.

8.2 Game credits. Keywords may be entitled to a credit in any computer or video game published by Customer in relation to which Services have been provided under a Statement of Work. Any entitlement to a credit for Keywords, as well as its form and content, shall be set out in a Statement of Work or otherwise agreed by the Parties in writing before the commercial release of the relevant computer or video game.

9. WARRANTIES

9.1 Keywords warranties. Keywords warrants in relation to each Statement of Work that:

- (a) the receipt and use of the Deliverables by Customer, its Affiliates, employees, directors, officers, agents, assignees, customers and agents in accordance with the terms of the relevant Statement of Work shall not infringe the Intellectual Property Rights of any third party to the extent that infringement results from copying, but excluding any infringement arising out of or in connection with Customer Materials or the inclusion of third-party works and materials at the specific instructions of Customer;
- (b) it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform the relevant Statement of Work and that those individuals signing the Statement of Work are duly authorised to bind the Party legally for whom they sign;
- (c) the Services shall be performed with reasonable care and skill;
- (d) it shall comply with Applicable Laws that are applicable to Keywords, including in respect of its obligations to Keywords Personnel such as in relation to compliance with laws on minimum wage or health and safety at work; and
- (e) it has all the rights necessary to grant the licence granted under Clause 7.3.

9.2 Defects warranty. Keywords further warrants that Deliverables shall be substantially free from any material errors and defects, but Customer specifically agrees that Deliverables may not be entirely free from non-material errors or defects.

9.3 Defects warranty process. Customer may only make a claim against Keywords for breach of Clause 9.2 within a 60-day period from delivery of the relevant Deliverable by Customer (the "**Deliverables Warranty Period**") on the condition that it follows the following process:

- (a) Customer shall give notice in writing to Keywords on or before the last day of the Deliverables Warranty Period;
- (b) the notice in writing from Customer must give full details of the material errors or defects identified by Customer and, if relevant, how the Deliverable do not meet with any agreed specification set out in the relevant Statement of Work;
- (c) within 10 Business Days of receiving the notice in writing from Customer, Keywords shall give notice in writing to Customer that states either—
 - (i) that Customer's warranty claim is accepted, in which case the written notice shall further provide an estimate for the time required for Keywords to

provide a corrected Deliverable to Customer and Keywords shall use all reasonable endeavours to provide the corrected Deliverable by such time at no additional charge to Customer, or

- (ii) that Customer's warranty claim is rejected (together with reasons for the rejection), in which case Keywords shall take no further action, but if Customer does not agree, then Customer may either negotiate with Keywords for Keywords to carry out further work for a reasonable charge or follow the dispute resolution process set out in Clause 20.

9.4 Customer warranties. Customer warrants that:

- (a) the receipt and use of Customer Materials in the performance of the Statement of Work by Keywords, its Affiliates and Keywords Personnel shall not infringe the Intellectual Property Rights of any third party;
- (b) it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform the relevant Statement of Work and that those individuals signing the Statement of Work are duly authorised to bind Customer legally;
- (c) it has all the rights necessary to grant the licence granted under Clause 7.4; and
- (d) it shall comply with Applicable Laws that are applicable to the Customer.

9.5 Implied warranties. Any and all warranties not contained in this Clause 9 that may be implied by Applicable Law are excluded to the maximum extent permitted by Applicable Law.

10. INDEMNITY

10.1 Indemnification. Without prejudice to any other rights or remedies set out in these Standard Terms and a Statement of Work, each Party (the "**Indemnifying Party**") hereby agrees to defend, indemnify and hold harmless the other Party, its directors, officers, and employees (the "**Indemnified Party**") from and against any and all direct losses (provided that the Indemnified Party fully mitigates such losses) that arise out of or in connection with a claim made or alleged by a third-party that arises out of or in connection with a breach of a warranty made by the Indemnifying Party under Clause 9 ("**Indemnity Claim**").

10.2 Conduct of indemnity claims. Liability for an Indemnity Claim under Clause 10.1 is conditional on the Indemnified Party discharging the following obligations:

- (a) give written notice of the Indemnity Claim, together with reasonable particulars of it, to the Indemnifying Party within 5 Business Days of the Indemnity Claim first being made or alleged by the relevant third party;
- (b) promptly give the Indemnifying Party all reasonable co-operation, assistance and information that may be relevant to the Indemnity Claim, including access to the Indemnified Party's officers, directors, employees, agents, representatives or advisors, and to any relevant assets, accounts, documents and records within the power or control of the Indemnified Party, so as to enable the Indemnifying Party and its professional advisors to examine them and to take copies (at the Indemnifying Party's expense) for the purpose of assessing the Indemnity Claim;
- (c) not admit, defend, compromise, negotiate or settle the Indemnity Claim without the prior written consent of Indemnifying Party in its sole discretion and be deemed to have given to the Indemnifying Party the sole authority to avoid, dispute, compromise or defend the Indemnity Claim; and

- (d) suspend use of any Deliverables or Customer Materials, or the relevant part of them that are the subject of an Indemnity Claim for a period of 30 days to allow the Indemnifying Party to—
 - (i) procure a right to continues to use the Deliverables or Customer Materials,
 - (ii) modify the Deliverables or Customer Materials so that they are non-infringing, or
 - (iii) replace the relevant Deliverables or Customer Materials with other non-infringing materials.

11. LIMITATION OF LIABILITY

- 11.1 Liability that cannot be excluded. Nothing in this Clause 11 shall exclude or limit any liability for death or personal injury caused by negligence, or for fraud, or any matter for which it would be unlawful to exclude liability under Applicable Law.
- 11.2 Excluded liability. Subject to Clause 11.1 and Clause 11.3, a Party shall not be liable in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or in any other way for the following types of loss, which are wholly excluded from a Statement of Work:
 - (a) loss of profits, loss of agreements or contracts, loss of sales or business, loss of anticipated savings, loss of bargaining, loss arising out of actual or alleged patent infringement, loss of use or corruption of software, data or information, loss of goodwill or reputation, and/or punitive damages; or
 - (b) any special or indirect or consequential losses in any case, whether or not such losses were within the contemplation of the Parties at the date of signature of a Statement of Work or were suffered or incurred in connection with the performance of a Statement of Work.
- 11.3 Included liability. Notwithstanding Clause 11.2, the following types of loss are not excluded from a Statement of Work:
 - (a) sums paid by Customer to Keywords under a Statement of Work, in respect of any Services not provided in accordance with the Statement of Work;
 - (b) additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with a Statement of Work, including consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials;
 - (c) wasted expenditure; and
 - (d) sums owed by Customer to Keywords under a Statement of Work.
- 11.4 Liability caps for specific losses. Subject to Clause 11.1 and Clause 11.2, the aggregate liability of any Party to the other Party for any and all liabilities, costs, expenses, damages and losses (including any direct, indirect, special or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs and all other professional costs and expenses) (“**Losses**”) incurred by the other Party in relation to a Statement of Work that arise out of, or in connection with, a breach by that Party of the following Clauses of these Standard Terms shall not exceed the following amounts (including in relation to any Indemnity Claim):
 - (a) breach of Clauses 9.1(a) and 9.4(a) (*Intellectual property infringement*): €5,000,000;
 - (b) breach of Clause 16 (*Confidentiality*): €3,000,000; and
 - (c) breach of Clause 17 (*Data protection*): €1,000,000.
- 11.5 Liability cap for other losses. Subject to Clause 11.1, Clause 11.2 and Clause 11.4, the aggregate liability of any Party to the other Party for any Losses incurred by the other Party in relation to a Statement of Work shall be limited to a

sum equal to 125% of the total Charges paid by Customer to Keywords under the relevant Statement of Work in the 12-month period immediately preceding the date that the Loss was incurred.

- 11.6 Working from home and cybersecurity. Notwithstanding any other term of these Standard Terms and a Statement of Work, and provided that Keywords has taken reasonable steps and precautions to ensure that the Keywords Personnel undertaking the provision of the Services from their residential addresses under Clause 2.6 have, as far as reasonably practicable, taken any cybersecurity measures that may be stated in a Statement of Work or otherwise mutually agreed in writing by the Parties from time to time, Keywords shall not be liable for any loss arising out of or in connection with a Statement of Work in relation to cybersecurity to the extent that such loss arises as a result of the Keywords Personnel undertaking the provision of the Services from a residential address, save where such loss arises as a result of the fraud, gross negligence or any wilful misconduct on the part of the relevant Keywords Personnel.

12. INSURANCE

- 12.1 Minimum insurance cover. Keywords shall maintain in force with reputable insurers:
 - (a) all insurance policies required by Applicable Laws that are applicable to Keywords; and
 - (b) for the duration of the Term and for a period of not less than 3 years after the Term, a professional indemnity insurance policy, an employer’s liability insurance policy and a general liability insurance policy, each with a limit of not less than €5 million per claim and in the aggregate, to cover its relevant potential liabilities arising in connection with a Statement of Work.
- 12.2 Insurance certificates. Upon written request by Customer during the Term, Keywords shall provide Customer with a copy of a certificate of insurance for the insurance policy held in accordance with Clause 12.1 within 10 Business Days of receiving the written request.

13. TRANSFER OF EMPLOYMENT

- 13.1 Application of the Transfer Regulations. The Parties do not intend that the Transfer Regulations will apply on, or as a result of, the commencement or termination of a Statement of Work.
- 13.2 Employee claims. Customer shall indemnify Keywords against all and any costs, claims, demands, expenses (including legal and other professional expenses) and all losses, damages, compensation and other liabilities in relation to any persons whose employment or claims arising out of their employment or its termination transfer to Keywords in accordance with, or by virtue of, the Transfer Regulations in connection with the commencement or termination of a Statement of Work or who claim that their employment or such claims so transfer.

14. TERM AND TERMINATION

- 14.1 Term of a Statement of Work. A Statement of Work shall commence on its Commencement Date (or, if the Commencement Date has already passed before the signature of a Statement of Work by each Party, it shall be deemed to have commenced on the Commencement Date) and, unless terminated earlier in accordance with this Clause 14, it shall continue as follows—
 - (a) if a Completion Date has been set out in the Statement of Work (a “**Fixed Term SOW**”), until the Completion Date (the “**Initial Term**”), or
 - (b) if a Completion Date has not been set out in the Statement of Work (an “**Ongoing Term SOW**”), until either Party gives written notice to the other Party to terminate it in accordance with Clause 14.3 (an “**Ongoing Term**”).

14.2 Renewal or extension of a Fixed Term SOW. At the end of the Initial Term and any Extended Term (as defined below), a Fixed Term SOW shall:

- (a) where expressly agreed in the Fixed Term SOW, automatically be extended and continue for the period or periods set out in the Fixed Term SOW (each an "Extended Term"), unless a Party gives the other Party prior notice in writing to terminate it of not less than 30 days or such other notice period that may be stated in the Fixed Term SOW; or
- (b) automatically expire,

subject to any prior agreement to the contrary by the Parties in a Change Order.

14.3 Ongoing Term SOW termination without cause. Either Party may terminate an Ongoing Term SOW during its Term by giving prior notice in writing to the other Party to terminate it of not less than 30 days or such other notice period that may be stated in the Ongoing Term SOW.

14.4 Fixed Term SOW termination without cause. Either Party may terminate a Fixed Term SOW during its Term for convenience or without cause only where such termination is expressly permitted by the relevant Fixed Term SOW. Where a Fixed Term SOW expressly permits a Party to terminate a Fixed Term SOW for convenience or without cause, that Party may only terminate the Fixed Term SOW by giving the other Party prior notice in writing to terminate it of not less than 3 calendar months or such other notice period that may be stated in the Fixed Term SOW.

14.5 Termination for breach and insolvency. Either Party may terminate a Statement of Work with immediate effect by giving notice in writing to the other Party to terminate it:

- (a) if the other Party commits any material breach of any of the provisions of the Statement of Work or these Standard Terms and, in the case of a breach capable of remedy, fails to remedy such breach within 30 days of receipt of a written notice from the Party giving full particulars of the breach and requiring it to be remedied (and failure by Customer to pay any Charges on the due date shall be deemed a material breach of a Statement of Work);
- (b) if the other Party experiences an Insolvency Event; or
- (c) as described in Clause 19.3.

14.6 Suspension of Services. Without limiting its other rights or remedies, Keywords may suspend provision of the Services under a Statement of Work:

- (a) if Keywords reasonably believes that Customer will become subject to an Insolvency Event within the next 4 weeks; or
- (b) as described in Clause 5.4(a).

15. CONSEQUENCES OF TERMINATION

15.1 Return of materials. At any time after the expiry or termination of a Statement of Work, within a reasonable time following receipt of a written request from Customer:

- (a) Keywords shall deliver up and/or destroy (at Customer's option) any and all copies of Customer Materials, Deliverables and Customer's Confidential Information in its possession or control to the extent reasonably practicable; and
- (b) Customer shall deliver up and/or destroy (at Keywords' option) any and all copies of Keywords' Confidential Information in its possession or control to the extent reasonably practicable.

15.2 Retention of materials. Notwithstanding Clause 15.1, each Party may retain any materials that it is obliged to retain by Applicable Law.

15.3 Unpaid Charges. Unless and to the extent otherwise specified otherwise in Statement of Work, on the expiry or earlier termination of a Statement of Work for any reason, Customer shall pay within 14 days all unpaid Charges and any other charges, expenses or sums that may have arisen under a Statement of Work.

15.4 Survival. The following Clauses of these Standard Terms shall survive any termination or expiration of a Statement of Work, together with any payment obligations and provisions that by their nature shall survive: 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 20, 21, 22 and 23.

16. CONFIDENTIALITY

16.1 Confidentiality obligations. During the Term and for 5 years after its expiry or termination for any reason, each Party shall:

- (a) keep all Confidential Information disclosed by the other Party under a Statement of Work confidential and not disclose such Confidential Information to any person other than its employees, directors, officers, representatives, contractors, subcontractors, professional advisors and those of its Affiliates; and
- (b) not use any Confidential Information for any purpose other than to exercise its rights and perform its obligations under the Statement of Work; and
- (c) ensure that any person to whom the Party discloses Confidential Information under Clause 16.1(a) shall comply with this Clause 16.1 and such Party shall be liable for any breaches by such persons.

16.2 Confidentiality exceptions. The provisions of Clause 16.1 shall not apply to:

- (a) any information that is in the public domain other than by breach of a Statement of Work;
- (b) information lawfully in the possession of the receiving Party before disclosure thereof by the disclosing Party;
- (c) information obtained without an obligation of confidentiality from a third party or created independently; and
- (d) information required to be disclosed by a court of competent jurisdiction, governmental body or other competent authority.

17. DATA PROTECTION

17.1 Definitions. In this Clause 17 and the Data Protection Addendum, the terms "controller", "data subject", "personal data", "personal data breach", "process", "processed", "processing", "processor" and "supervisory authority" have the meaning given to them by Data Protection Laws.

17.2 Data Protection Laws. Each Party shall comply with Data Protection Laws at all times.

17.3 No data processing unless agreed. The Parties agree that apart from administrative personal data required to give effect to the Agreement:

- (a) Customer shall not be provided with access to any personal data of which Keywords acts as a controller and Keywords shall ensure that Customer is not provided with access to any such personal data;
- (b) unless the Parties expressly agree otherwise in a Statement of Work in accordance with Clause 17.4, Keywords shall not be provided with access to any personal data of which Customer acts as a controller and Customer shall ensure that Keywords is not provided with access to any such personal data; and
- (c) to the extent that a Party does provide the other Party with access to any personal data in breach of Clause 17.3(a) or Clause 17.3(b)—

- (i) a Party becoming aware of this shall promptly notify the other Party of such access,
- (ii) the controller shall take all necessary steps to retrieve such personal data, and
- (iii) the Party that is not the controller shall, at the controller's cost, provide such co-operation as is reasonably necessary to ensure that the personal data is returned to the controller.

17.4 **Data Processing Addendum.** The Parties may expressly agree in a Statement of Work that Keywords shall process personal data for which Customer is the controller, in which case Clause 17.3(b) shall not apply and the provisions of the Data Processing Addendum shall apply.

18. NON-SOLICITATION

18.1 **Non-solicitation obligation.** For the duration of the Term and a period of 6 months after its expiry or termination for any reason, neither Party to a Statement of Work shall employ, either directly or indirectly (including through an Affiliate or third party) or otherwise offer employment to any person employed by or acting for and on behalf of the other Party to the Statement of Work without the prior written consent of the other Party. If either Party is in breach of this Clause 18.1 it shall immediately cease solicitation and withdraw any employment offer made.

18.2 **General advertisements.** Nothing in Clause 18.1 shall prohibit a Party (or the Party's Affiliates) from employing any person who was not solicited, but who applied for employment in response to a general advertisement for employment put out by the Party.

19. FORCE MAJEURE

19.1 **Force majeure events.** No Party shall be liable for a failure to perform or delay in performing any obligation under a Statement of Work if the failure or delay is caused by any event of Force Majeure.

19.2 **Force majeure obligations.** Any Party which suffers an event of Force Majeure must immediately notify the other Party and describe in reasonable detail the nature of the event of Force Majeure and its likely effect on that Party's ability to perform its obligations hereunder. Any Party subject to an event of Force Majeure shall use reasonable endeavours to resume performance of its obligations as soon as reasonably practicable.

19.3 **Force majeure termination.** Either Party may terminate a Statement of Work with immediate effect by giving written notice to the other Party if any event of Force Majeure lasts for more than 30 days, or recurs more than twice in any single 60-day period.

20. DISPUTE RESOLUTION

20.1 **Dispute resolution process.** In the event that a dispute arises between the Parties out of or in connection with a Statement of Work (a "**Dispute**"), the Parties shall follow the dispute resolution procedure set out in this Clause 20.1:

- (a) either Party may give written notice to the other Party of the Dispute, setting out the nature and full particulars of the Dispute, together with any relevant supporting documents (a "**Dispute Notice**");
- (b) upon receipt of the Dispute Notice, the Keywords Project Manager and the Customer Project Manager shall promptly attempt in good faith to resolve the Dispute;
- (c) if a Dispute has not been resolved within 14 days of the receipt of the Dispute Notice, the Dispute shall be referred to the Chief Executive Officer (or Managing Director or other person of equivalent seniority) of each of the Parties, who shall attempt in good faith to resolve the Dispute; and

- (d) if the Chief Executive Officers of the Parties are, for any reason, unable to resolve the Dispute within 30 days of it being referred to them, the Parties shall enter into mediation in good faith to attempt to settle the Dispute in accordance with Clause 20.2.

20.2 **Mediation.** If the Parties are required to enter into mediation in accordance with Clause 20.1(d):

- (a) the Parties shall attempt to resolve the Dispute using the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure;
- (b) to initiate the mediation process, a Party must serve notice in writing ("**Mediation Notice**") to the other Party to the Dispute, referring the Dispute to mediation;
- (c) unless otherwise agreed between the Parties within 14 days of service of the Mediation Notice—
 - (i) the mediator shall be nominated by CEDR and a copy of the ADR notice should be sent to CEDR,
 - (ii) the mediation will take place in London, England, and the language of the mediation shall be English,
 - (iii) the Mediation Agreement referred to in the CEDR Model Mediation Procedure shall be governed by and construed in accordance with the substantive law of England and Wales, and
 - (iv) the mediation shall start not later than 30 days after the date of service of the Mediation Notice.

20.3 If a Dispute is not resolved within 60 days after service of the Mediation Notice in accordance with Clause 20.2, or either Party fails to participate or ceases to participate in the mediation before the expiry of that 60-day period, or the mediation terminates before the expiry of that 60-day period, the Dispute shall be finally resolved by the courts of England and Wales in accordance with Clause 23.2.

21. NOTICES

21.1 All notices shall be in writing and given by hand, registered post or email to a Party at the postal address and/or email address set out in a Statement of Work (or such addresses as otherwise notified in writing from time to time in accordance with this Clause 21), except for a notice given to a Party under Clause 14 of these Standard Terms, which may not be given by email and may only be given by hand or registered post (with a copy by email).

21.2 This Clause 21.2 sets out the delivery methods for sending a notice to a Party under a Statement of Work and the date and time when the notice is deemed to have been received or given (provided that all other requirements of this Clause 21 have been satisfied and subject to the provision in Clause 21.3):

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address;
- (b) if sent by registered post, at 9.00am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission.

21.3 If deemed receipt under Clause 21.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this Clause 21.3, business hours means 9.00am to 6.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

21.4 This Clause 21 does not apply to the service of any legal proceedings or other documents in any legal action.

22. GENERAL

22.1 **Precedence.** In the event of any inconsistency between these Standard Terms and a Statement of Work, the terms of the Statement of Work shall take precedence.

- 22.2 **Assignment.** Neither Party may assign or otherwise transfer the benefit of a Statement of Work to any third party without the prior written consent of the other Party (not to be unreasonably withheld or delayed). Each Party shall be entitled to subcontract the performance of any or all of its obligations under a Statement of Work to any of its Affiliates without the other Party's prior consent, provided that such Party shall be liable to the other Party for the acts and omissions of such Affiliates.
- 22.3 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under these Standard Terms or a Statement of Work or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.4 **Severance.** If at any time any one or more of the provisions of these Standard Terms or a Statement of Work or any part of it is or becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions of these Standard Terms and a Statement of Work shall not in any way be affected or impaired.
- 22.5 **Variation.** The Parties may only vary a Statement of Work in accordance with Clause 4.
- 22.6 **Entire agreement.** These Standard Terms, together with the terms of the applicable Statement of Work, apply to the exclusion of all other terms, including without limitation any terms and conditions or other legal terms sent by you to Keywords in respect of the Services, and constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each Party acknowledges that it has not relied upon or been induced to enter into a Statement of Work by a representation, statement, warranty or understanding (whether negligently or innocently made) other than as expressly set out in the Statement of Work. Nothing in this Clause 22.6 shall exclude liability for fraudulent misrepresentation.

- 22.7 **No partnership.** Nothing in these Standard Terms or a Statement of Work shall create a partnership or relationship of employer and employee or a joint venture between the Parties.
- 22.8 **Third-party rights.** These Standard Terms and a Statement of Work does not create any right enforceable by any person not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 22.9 **Counterparts.** A Statement of Work may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts shall constitute the same instrument. Both Parties consent that a Statement of Work may be signed electronically, and such electronic signature shall be deemed valid.
- 23. GOVERNING LAW AND JURISDICTION**
- 23.1 **Governing law.** These Standard Terms and a Statement of Work and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with English law.
- 23.2 **Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with a Statement of Work or its subject matter or formation.

APPENDIX

DATA PROCESSING ADDENDUM

1. OBLIGATIONS OF THE PARTIES

- 1.1 Throughout the term of the Statement of Work, Customer shall:
- (a) ensure that all personal data which it transmits to Keywords is transmitted in accordance with Applicable Law; and
 - (b) it has and shall maintain all appropriate, lawful bases to use such personal data in accordance with the Statement of Work, including ensuring the provision of appropriate privacy notices to any relevant data subjects covering the processing of such personal data by Keywords under the Statement of Work.
- 1.2 Keywords shall only process personal data for the purpose of performing the Services on reasonable written instructions that Customer may give to Keywords from time to time concerning such processing. Customer shall ensure that any such instructions comply with Applicable Law. Keywords shall notify Customer if, in Keywords' opinion, any instruction given by or on behalf of Customer breaches Data Protection Laws and may refuse to comply with any such instruction.
- 1.3 Notwithstanding any provision to the contrary within this Data Processing Addendum, Keywords may take any steps that Keywords (acting reasonably and in good faith) determines are necessary for it to comply with Data Protection Laws. This shall include Keywords having the right to notify any relevant supervisory authority of any circumstance that has arisen in relation to the processing of personal data under the Statement of Work to the extent that Keywords (acting reasonably) believes that this is necessary to comply with Data Protection Laws.
- 1.4 Customer shall reimburse Keywords for all reasonable costs that Keywords incurs in complying with Paragraphs 2.2 and 3.4 of this Data Processing Addendum.
- 1.5 Customer shall indemnify Keywords against all reasonable liabilities, costs, expenses, damages and losses suffered or incurred by Keywords as a result of complying with Customer's instructions in relation to personal data.

2. SECURITY MEASURES

- 2.1 Keywords shall maintain appropriate technical and organisational security measures in accordance with Article 32 of the GDPR, including:
- (a) encryption of the personal data (where appropriate);
 - (b) pseudonymisation of the personal data (where appropriate);
 - (c) measures which ensure the confidentiality, integrity, availability and resilience of the systems processing that personal data;
 - (d) measures which enable Keywords to restore the availability of and access to the personal data in a timely manner in the event of an incident which affects such availability and/or access; and
 - (e) a process for regularly testing, assessing and evaluating the effectiveness of such technical and organisational measures for ensuring the security of the processing.
- 2.2 Keywords shall ensure that the measures to be taken in accordance with Paragraph 2.1 of this Data Processing Addendum are appropriate having regard to:
- (a) the nature of the personal data and the scope, context and purposes of the processing and the likelihood and severity of the risks to data subjects that are presented by the processing of such personal data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed; and
 - (b) the state of technological development and the cost of implementing such measures.

3. RECORDS

- 3.1 Keywords shall:
- (a) maintain a record of its processing activities which relate to the Statement of Work as required by Article 30(2) of the GDPR; and
 - (b) at any time upon request, and in any event upon termination or expiry of the Statement of Work, (unless Customer agrees otherwise in writing in each case) deliver up all personal data processed in accordance with the Statement of Work.

- 3.2 Following such delivery up and in the event of termination or expiry of the Statement of Work, Keywords shall promptly and securely delete or destroy all such personal data except for any personal data that:

- (a) is necessary to enable Keywords to comply with any continuing obligations that Keywords may have following termination or expiry of the Statement of Work; or
- (b) Data Protection Laws require to be stored.

- 3.3 Each Party shall provide the other Party with such information as the other Party reasonably requests from time to time to enable such other Party to satisfy itself that the Party providing the information is complying with its obligations under this Data Processing Addendum.

- 3.4 Keywords shall at Customer's expense provide reasonable assistance, as requested by Customer from time to time, in undertaking any data protection impact assessments and/or consultation with a supervisory authority that Customer may reasonably undertake in accordance with Article 35 and/or 36 (as applicable) of the GDPR.

4. TRANSFERS AND SUB-PROCESSORS

- 4.1 Customer acknowledges that Keywords may cause or allow personal data to be transferred from one country to another in connection with the performance of the Services provided that such transfers comply with Data Protection Laws.
- 4.2 Customer acknowledges and agrees that Keywords shall be entitled to use sub-processors to process personal data on Keywords' behalf. If Keywords wishes to appoint additional or replacement sub-processors during the term of the Statement of Work, it shall inform Customer of such proposed appointment in advance and give Customer the opportunity to object to the appointment (save that if the additional or replacement sub-processor is an Affiliate of Keywords, Keywords shall be entitled to use such sub-processor without notice to Customer). Keywords shall take into account any objections communicated to Keywords by Customer when deciding whether to make the appointment, but Keywords shall not be bound by such objections.
- 4.3 Keywords shall procure that any sub-processors who have access to personal data in connection with the Statement of Work shall be subject to binding contractual obligations which are substantially similar to the terms of this Data Processing Addendum and Keywords shall be liable for all acts and omissions of such sub-processors in relation to the processing of such personal data.

5. KEYWORDS PERSONNEL DATA

- 5.1 Keywords shall ensure that Keywords Personnel, to the extent that they are involved in the processing of personal data in connection with the Statement of Work, shall be subject to appropriate binding obligations to protect the confidentiality of such personal data.
- 5.2 Keywords' obligations under this Data Processing Addendum exclude any personal data relating to its personnel engaged in the performance of Keywords' obligations under the Statement of Work generated by Keywords solely for the purposes of its internal human resources procedures and records.

6. DATA SUBJECTS AND DATA BREACHES

- 6.1 Keywords shall, to the extent reasonably practicable, provide Customer at Customer's expense with such assistance as Customer reasonably requests to comply with its obligations and fulfil data subjects' rights under Data Protection Laws, including—
- (a) responding to requests or queries from Data Subjects in respect of their personal data (including the provision of portable copies in a structured, commonly used and machine-readable format),
 - (b) co-operating with a legal action in connection with the personal data or an investigation in connection with the personal data by a regulatory body, or
 - (c) restoring access to and/or otherwise safeguarding the personal data,
- within any reasonable timescales agreed with Customer.
- 6.2 Keywords shall notify Customer as soon as reasonably practicable if Keywords becomes aware of a personal data breach.