VISUALISE INFO LIMITED (a company incorporated in England and Wales with registered number 11723865 whose registered office is situated at Radius House, First Floor, Watford, GB, WD17 1HP, "**the Data Processor**") grants written licences to use Visualise Info. Each counterparty to such a licence is, for the purposes of this agreement, referred to as "**the Data Controller**".

Under paragraph 3 of Article 28 to the General Data Protection Regulation (EU Regulation 2016/679, **GDPR**) a Data Controller is required to put a written agreement in place with any organisation which processes personal data on its behalf governing the processing of that data. Data Processor may in the course of making Visualise Info available to the Data Controller be such an organisation and this agreement constitutes such written agreement for the purposes of that Article.

IT IS AGREED as follows:

1   **Definitions and Interpretation**

1.1   In this agreement, unless the context otherwise requires, the following expressions have the following meanings:

Data Controller, Data Processor, processing, and *data subject*	respectively have the meanings given to the terms controller, processor, processing, and data subject respectively in Article 4 of the GDPR (save that references to "*the Data Processor*" are to Visualise Info Limited and references to "*the Data Controller*" are to a counterparty to the licence issued by Visualise Info Limited to use Visualise Info);
ICO	means the UK's supervisory authority, the Information Commissioner's Office;
Visualise Info	means the the platform software developed and owned by the Data Processor for the visualisation of certain assets which may be accessed through IBM's Maximo software which is licensed to the Data Controller under a written license to use Visualise Info;
Personal Data	means all such personal data, as defined in Article 4 of the GDPR, as is, or is to be, processed by Data Processor on behalf of the Data Controller, as described in Schedule 1;
Services	means services provided by Visualise Info licensed to the Data Controller under the written licence to use Visualise Info to the extent that this services comprise data processing by Data Processor;
Sub-Processor	means another processor appointed by Data Processor for carrying out specific processing activities on behalf of the Data Controller; and
Third Party Service	means a service provided by a person other than the Data Processor which may be made available through or facilitated by the Data Processor

1.2   Unless the context otherwise requires, each reference in this agreement to:

1.2.1   *writing*, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2   a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3   a *Schedule* is a schedule to this agreement; and

1.2.4   a clause or paragraph is a reference to a clause of this agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.2.5   a *Party* or the *Parties* refer to Data Processor and the Data Controller (as in each case applicable).

1.3   Words imparting the singular number include the plural and vice versa.

1.4   References to any gender include all other genders.

1.5   References to persons include corporations.

2   Scope and Application of this agreement

2.1   The provisions of this agreement shall apply to the processing of the Personal Data described in Schedule 1, carried out for the Data Controller by Data Processor, and to all Personal Data held by Data Processor in relation to all such processing whether such Personal Data is held at the date of this agreement or received afterwards.

2.2   The provisions of this agreement supersede any other arrangement, understanding, or agreement including, but not limited to, licence to use Visualise Info made between the Parties at any time relating to the Personal Data.

2.3   This agreement shall continue in full force and effect for so long as Data Processor is processing Personal Data on behalf of the Data Controller.

3   Provision of the Services and Processing Personal Data

Data Processor agrees that save as required by law or competent authority it shall only process Personal Data received from the Data Controller for the purposes of providing Services or as otherwise lawfully and properly instructed (whether specifically or generically) by the Data Controller.

4   Data Protection Compliance

4.1   Data Controller agrees not to instruct Data Processor to do anything which is or may be in breach of any requirement of the GDPR (or other applicable law). Data Processor shall be required to act only on instructions given by the Data Controller in writing.

4.2   Subject always to taking such steps as Data Processor reasonably considers appropriate to ensure that it is able to comply with laws and applicable regulations Data Processor shall to the extent that it is reasonably able promptly comply with any express written request from the Data Controller requiring Data Processor to amend or delete Personal Data.

4.3   The Data Processor shall on the Data Controller's written request transfer to the Data Controller all such Personal Data as it reasonably believes that the Data Controller is entitled, such Personal Data to be in such format as may reasonably be agreed with the Data Controller.

4.4   The Data Processor and the Data Controller each agree to implement policies designed to ensure compliance with the GDPR and other applicable laws and to take reasonable precautions to avoid causing the other to breach any of obligations applicable to it under the GDPR.

4.5   The Data Controller agrees to ensure that the Personal Data (and its collection, holding and processing of Personal Data) shall comply with the requirements of the GDPR.

4.6   Data Processor agrees to comply with any reasonable measures requested in writing by the Data Controller to ensure that Data Processor's obligations under this agreement are satisfactorily performed in accordance with applicable legislation from time to time in force (including, but not limited to, the GDPR) and any best practice guidance issued by the ICO (provided that Data Controller shall reimburse to Data Processor all costs that Data Processor incurs in respect of doing anything that it is not required by law to do).

4.7   Data Processor shall so far as it is able provide reasonable assistance (at the Data Controller's request and cost) to assist the Data Controller to comply with its obligations under the GDPR so far as they relate to the Services with respect to the security of processing, the notification of personal data breaches, the conduct of data protection impact assessments, and in dealings with the ICO.

4.8   When processing the Personal Data on behalf of the Data Controller, Data Processor shall:

4.8.1   process the Personal Data only to the extent, and in such manner, as is necessary in order to comply with its obligations to the Data Controller or as may be required by law (in which case, Data Processor shall inform the Data Controller of the legal requirement in question before processing the Personal Data for that purpose unless prohibited from doing so by law);

4.8.2   implement appropriate technical and organisational measures, as described in Schedule 2, and take all steps as are reasonably necessary to protect the Personal Data against foreseeable unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure in accordance with generally accepted industry standards. Data Processor shall inform the Data Controller in advance of any material changes to such measures that it implements;

4.8.3   if so requested by the Data Controller supply reasonable details of the technical and organisational systems in place to safeguard the security of the Personal Data held and to prevent unauthorised access;

4.8.4   keep detailed records of all processing activities carried out on the Personal Data in accordance with the requirements of Article 30(2) of the GDPR;

4.8.5   make available to the Data Controller any and all such information as is reasonably required and necessary to demonstrate Data Processor's compliance with the GDPR;

4.8.6   on reasonable prior notice, submit to audits and inspections and provide the Data Controller with any information reasonably required in order to assess and verify compliance with the provisions of this agreement and both Parties' compliance with the requirements of the GDPR. The requirement to give notice will not apply if the Data Controller believes that Data Processor is in breach of any of its obligations under this agreement or under the law; and

4.8.7   inform the Data Controller immediately if it is asked to do anything that infringes the GDPR or any other applicable data protection legislation.

5   **Data Subject Access, Complaints, and Breaches**

5.1   Data Processor shall, at the Data Controller's cost, assist the Data Controller in complying with its obligations under the GDPR. In particular, the following shall apply to data subject access requests, complaints, and data breaches.

5.2   Data Processor shall notify the Data Controller without undue delay if it receives:

5.2.1   a subject access request from a data subject; or

5.2.2   any other complaint or request relating to the processing of the Personal Data.

5.3   Data Processor shall, at the Data Controller's cost, cooperate fully with the Data Controller and assist as required in relation to any subject access request, complaint, or other request, including by:

5.3.1   providing the Data Controller with full details of the complaint or request;

5.3.2   providing the necessary information and assistance in order to comply with a subject access request;

5.3.3   providing the Data Controller with any Personal Data it holds in relation to a data subject (within the timescales required by the Data Controller); and

5.3.4   providing the Data Controller with any other information requested by the Data Controller.

5.4   Data Processor shall notify the Data Controller immediately if it becomes aware of any form of Personal Data breach as a result of its dealing with Personal Data, including any unauthorised or unlawful processing, loss of, damage to, or destruction of any of the Personal Data.

6   **Liability and Indemnity**

6.1   The Data Controller shall be liable for, and shall indemnify (and keep indemnified) Data Processor in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, Data Processor and any Sub-Processor arising directly or in connection with:

6.1.1   any non-compliance by the Data Controller with the GDPR or other applicable legislation;

6.1.2   any Personal Data processing carried out by Data Processor or Sub-Processor in accordance with instructions given by the Data Controller that infringe the GDPR or other applicable legislation; or

6.1.3   any breach by the Data Controller of its obligations under this agreement.

6.2   Subject always to clause 6.1, Data Processor shall be liable to the Data Controller in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Data Controller arising directly as a result of Data Processor's Personal Data processing activities that are subject to this agreement in breach of this agreement provided however that it shall:

6.2.1   be liable only to the extent that the liability results from Data Processor's or a Sub-Processor's breach of this agreement; and

6.2.2 not be liable to the extent that the liability is or is contributed to by any breach of this agreement or any rule of law the Data Controller or any of its agents.

6.3 The Data Controller shall not be entitled to claim back from Data Processor or Sub-Processor any sums paid in compensation by the Data Controller in respect of any damage to the extent that the Data Controller is liable to indemnify Data Processor or Sub-Processor under this agreement.

6.4 Nothing in this agreement shall relieve either Party of, or otherwise affect, the liability of either Party to any data subject, or for any other breach of that Party's direct obligations under the GDPR. Furthermore, Data Processor acknowledges that it shall remain subject to the authority of the ICO and shall co-operate fully with the ICO, as required, and that failure to comply with its obligations as a Data Processor under the GDPR may render it subject to the fines, penalties, and compensation requirements set out in the GDPR.

7 Intellectual Property Rights

All copyright, database rights, and other intellectual property rights subsisting in the Personal Data made available to it for the purposes of providing the Services (including but not limited to any updates, amendments, or adaptations to the Personal Data made by either the Data Controller or Data Processor) shall belong to the Data Controller or to any other applicable third party from whom the Data Controller has obtained the Personal Data under licence (including, but not limited to, data subjects, where applicable). Data Processor is licensed to use such Personal Data under such rights only for the term of licence to use Visualise Info, for the purposes of the Services, and in accordance with this agreement.

8 Confidentiality

8.1 Data Processor shall maintain the Personal Data in confidence, and in particular, unless the Data Controller has given written consent for Data Processor to do so, Data Processor shall not disclose any Personal Data supplied to Data Processor by, for, or on behalf of, the Data Controller to any third party. Data Processor shall not process or make any use of any Personal Data supplied to it by the Data Controller otherwise than in connection with the provision of the Services to the Data Controller.

8.2 Data Processor shall ensure that all personnel who are to access and/or process any of the Personal Data are contractually obliged to keep the Personal Data confidential.

8.3 Nothing in this agreement shall prevent either Party from complying with any requirement to disclose Personal Data where such disclosure is required by law. In such cases, the Party required to disclose shall notify the other Party of the disclosure requirements prior to disclosure, unless such notification is prohibited by law.

9 Use of Sub-Processors

9.1 The Data Controller agrees that Data Processor may appoint Sub-processors to assist it in providing the Service and Processing Personal Data provided that such Sub-processors:

9.1.1 agree to act only on Data Processor's instructions when Processing the Personal Data (which instructions shall be consistent with Data Controller's Processing instructions to Data Processor); and

9.1.2 agree to protect the Personal Data to a standard consistent with the requirements of this agreement, including by implementing and maintaining appropriate technical and organizational measures to protect the Personal Data they Process

9.2 Data Processor agrees that it shall remain liable to the Data Controller for the subcontracted Processing services of any of its direct or indirect Sub-Processors under this agreement. Data Processor shall maintain an up-to-date list of the names and location of all Sub-Processors used for the Processing of Personal Data under this agreement which shall be available upon request to privacy@VisualiseInfo.com. Data Processor shall update the list on its website of any Sub-Processor to be appointed at least 30 days prior to the date on which the Sub-Processor shall commence processing Personal Data. The Data Controller may sign up to receive email notifications of any such changes.

9.3 If the Data Controller objects to the Processing of its Personal Data by any newly appointed Sub-Processor as described in clause 9.2, it shall inform Data Processor immediately. In that event, Data Processor will either (a) instruct the Sub-Processor to cease any further processing of Data Controller's Personal Data, in which event this agreement shall continue unaffected, or (b) itself terminate or allow the Data Controller to terminate this agreement (and any related services agreement with Data Processor) immediately.

9.4 In addition, and as stated in licence to use Visualise Info, Visualise Info services may provide links to integrations with Third Party Services, including, without limitation, certain Third Party Services which may be integrated directly into Data Controller's account or instance of Visualise Info. If the Data Controller elects to enable, access or use such Third Party Services, its access and use of such Third Party Services is governed solely by the terms and conditions and privacy policies of such Third Party Services, and Data Processor does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third Party Services, including, without limitation, their content or the manner in which they handle Service Data (including Personal Data) or any interaction between the Data Controller and the provider of such Third Party Services. Data Processor is not liable for any damage or loss caused or alleged to be caused by or in connection with the Data Controller's enablement, access or use of any such Third Party Services, or the Data Controller's reliance on the privacy practices, data security processes or other policies of such Third Party Services. The providers of Third Party Services shall not be deemed Sub-processors for any purpose under this agreement.

9.5 The Data Controller acknowledges that Sub-processors may maintain data processing operations in countries that are outside of the EEA, subject to hosting Personal Data within the EEA only. As such, Sub-processors may Process Personal Data in non-EEA countries, if such non-EEA Processing is necessary to provide support-related or other services requested by the Data Controller.

9.6 Where Data Processor permits any Sub-processor to process Personal Data outside the EEA, Data Processor and its Sub-processor shall comply in full with the requirements of the EU Commission's Controller -to- Processor Model Clauses (annexed to EU Commission Decision 2010/87/EU). The Parties have agreed to practical interpretations of certain provisions contained within the Controller-to-Processor Model Clauses, as permitted by the Article 29 Working Part, subject to amendments expected from ICO in connection with the requirements under GDPR commencing on the 26th of May 2018

10 **Deletion and/or Disposal of Personal Data**

10.1 Data Processor shall, at the written request of the Data Controller, delete (or otherwise dispose of) the Personal Data or return it to the Data Controller in the format(s) reasonably requested by the Data Controller within a reasonable time after the earlier of the following:

10.1.1 the end of the provision of the Services under licence to use Visualise Info; or

10.1.2 the processing of that Personal Data by Data Processor is no longer required for the performance of Data Processor's obligations under this agreement or licence to use Visualise Info.

10.2 Following the deletion, disposal, or return of the Personal Data under sub-clause 10.1, Data Processor shall delete (or otherwise dispose of) all further copies of the Personal Data that it holds, unless retention of such copies is required by law, in which case Data Processor shall inform the Data Controller of such requirement(s) in writing.

11 **Law and Jurisdiction**

11.1 This agreement (including any non-contractual matters and obligations arising in relation to it) shall be governed by, and construed in accordance with, the laws of England and Wales.

11.2 Any dispute, controversy, proceedings or claim between the Parties relating to this agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

12 **Purpose of agreement**

12.1 Nothing in this agreement will be construed as placing an obligation on Data Processor that it is not by law obliged to accept (and any such provision shall not be construed as creating a binding obligation on Data Processor). If and to the extent that any provision of this agreement contradicts applicable law, the applicable law shall apply.

13 **Data Protection Officer**

13.1 Data Processor shall appoint a data protection officer where such appointment is required by Data Protection Laws and Regulations. The appointed person(s) may be reached at privacy@VisualiseInfo.com

SCHEDULE 1

Personal Data processing purposes and details

Subject matter: The subject matter of the data processing under this agreement is the processing of Personal Data for the purpose of or in connection with the provision of Visualise Info services to the Data Controller.

Duration: As between Data Processor and the Data Controller, the duration of the processing of Personal Data under this agreement shall be until the expiration or termination of the Services agreement in accordance with its terms.

Purpose: The purpose of the processing of Personal Data under this Supplemental agreement is the provision of Visualise Info service to the Data Controller and the performance of Data Processor's obligations under the Services agreement (including this agreement) or as otherwise agreed by the parties from time to time.

Nature of the processing: Data Processor provides Visualise Info services, fleet management services, as more particularly described in licence to use Visualise Info.

Categories of Data Subject:
The Data Controller' users of Visualise Info services (**Users**).

Types of Personal Data processed:

Type of Personal Data	Category of Data Subject
Name	User
Email	User
Phone	User
Home address	User
Vehicle registration number	User
Active location data	User

SCHEDULE 2

Security Measures

The following are the technical and organisational data protection measures referred to in clause 4:

1. Data Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of the Data Controller, it maintains security measures to a standard appropriate to:

    1.1   the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data; and

    1.2   the nature of the Personal Data.

2. In particular, Data Processor shall:

    2.1   have in place, and comply with, a security policy which:

        2.1.1   defines security needs based on a risk assessment;

        2.1.2   allocates responsibility for implementing the policy to a specific individual (such as Data Processor's Data Protection Officer) or personnel;

        2.1.3   is provided to the Data Controller on or before the commencement of this agreement;

        2.1.4   is disseminated to all relevant staff; and

        2.1.5   provides a mechanism for feedback and review.

    2.2   ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice;

    2.3   prevent unauthorised access to the Personal Data;

    2.4   protect the Personal Data using anonymization, where it is practical to do so;

    2.5   ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled;

    2.6   have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption);

    2.7   password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances;

    2.8   take reasonable steps to ensure the reliability of personnel who have access to the Personal Data;

    2.9   have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:

        2.9.1   the ability to identify which individuals have worked with specific Personal Data;

        2.9.2   having a proper procedure in place for investigating and remedying breaches of the GDPR; and

        2.9.3   notifying the Data Controller as soon as any such security breach occurs.

2.10   have a secure procedure for backing up all electronic Personal Data and storing back-ups separately from originals;

2.11   have a secure method of disposal of unwanted Personal Data including for back-ups, disks, print-outs, and redundant equipment; and

2.12   adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013, as appropriate to the Services provided to the Data Controller.

2.13   as appropriate to the Services provided to the Data Controller.