Endis Ltd. Service Agreement

Endis Limited (the "Company") is the entity that provides the service for customers of Insight and ChurchInsight.

The Company is pleased to provide the Customer Organisation with access to the Insight system in order to provide an ongoing web site and management service. The service is provided subject to the Endis Limited Standard Terms of Service.

Once agreed this Service Agreement will be deemed to be in force from the first day after the initial free trial period.

Endis Limited Standard Terms of Service

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms of Service the following words and phrases shall have the following meanings.

1.2 The "Company" is Endis Limited, of Unit 3, Burr Elm Court, Main Street, Caldecote, Cambridge CB23 7NU, UK. ChurchInsight is a trading name of Endis Limited, a private limited company incorporated in England (Company Number 04072126) and having its registered office at Unit 3, Burr Elm Court, Main Street, Caldecote, Cambridge CB23 7NU, UK.

1.3. The "Customer Organisation" is the church, charity, voluntary organisation, company or similar organisation or person, for which the Company supplies the Service.

1.4. A "User" is a person accessing and interacting with the Service purchased by the Customer Organisation and with the Customer Organisation's Content.

1.5. "Service" is the service provided by the Company to the Customer Organisation, as described in (but not limited by) clause 2.

1.6. The "Service Agreement" is the agreement between the Company and the Customer Organisation (including the Addendum) that the Service will be provided in return for the Subscription Fee.

1.7. "System" is the software developed and provided by the Company in order to provide the Service to the Customer Organisation.

1.8. "Content" is all material (including but without limitation, any data, text, non System files, graphics, music, photographs, audio, video, messages, user records) that is placed on the System.

1.9. The "Customer Organisation's Content" is all Content that is placed on the System by Users or representatives of the Customer Organisation.

1.10. "Law" means the general laws of England and Wales from time to time including (without

prejudice to generality of the foregoing) the criminal law, the laws relating to intellectual property and all laws, rules and regulations relating to or touching upon the publication or transmission of material or data in electronic form.

1.11. "Terms" means the Endis Limited Standard Terms of Service.

1.12. "Service Level Agreement" refers to the Insight Standard Service Level Agreement set out in clause 8.1.

1.13. "Subscription Fee" has the meaning given in clause 2.6.

1.14. The Service Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales. In the event that this agreement is translated into any other language, the English language version shall prevail.

1.15. If any of the provisions or clauses or subclauses of this Service Agreement are held not to be valid but would be valid if parts of the wording were deleted or modified, then that term shall apply with such deletion or modification as may be necessary to make it enforceable.

1.16. If any part of the Service Agreement or the application thereof to any person shall for any reason be adjudged by a court of competent jurisdiction to be invalid such judgment shall not affect the remainder of this Service Agreement, which shall continue in full force and effect.

1.17. Expressions in the singular include the plural and the masculine include the feminine and vice versa.

1.18. Clause headings do not form part of these Terms and shall not affect the interpretation thereof.

1.19. The Company may amend these Terms from time to time at its sole discretion but shall give at least thirty (30) days written notice of any amendment to the Customer Organisation. If the Customer Organisation does not wish to accept the amendment it may cancel the Service under clause 11.

2. SERVICE DESCRIPTION

2.1. The System is a collection of software and databases that provides a dynamically generated web site designed for use by the Customer Organisation and the Customer Organisation's members, administrators and Users.

2.2. The Company will be responsible for providing hosting for the System, ensuring connectivity, availability, and reliability for the system, as defined by the Service Level Agreement.

2.3. The Company will provide the following ancillary services at no additional cost to the Customer Organisation to support its use of the System:

      a. Domain name management;

      b. Regular backups of the System and Content, excluding audio/video media

      c. Physical and software security for Content;

      d. Provision, licensing and maintenance of any third party software that is used in providing the

Service.

2.4. The Company may make available to the Customer further functionality of the System and further ancillary services.

2.5. The Company may provide upgrades to the System from time to time during the development of the System.

2.6. The Customer Organisation will pay a fee (the "Subscription Fee") to the Company to make use of the Service; however, the provision of certain additional features and services may be subject to additional terms and charges to be agreed separately.

2.7. The Customer Organisation understands and agrees that the Endis/ChurchInsight footer must be clearly visible on all the Customer Organisation's website pages associated with this agreement.

3. OWNERSHIP

3.1. As between the parties, the Customer Organisation acknowledges that the System is the sole ownership of the Company and the Company acknowledges that the Customer Organisation's Content is the sole ownership of the Customer Organisation.

3.2. The Customer Organisation is not granted a license to use the System outside of the Service, and use of the Service does not constitute a sale of the original System or of any eventual copy thereof.

3.3. The Company may copy the Customer Organisation's Content for maintenance, internal development, and backup purposes. Further details are set out in the Data Processing Agreement.

3.4. In addition the Customer Organisation may request extracts (in appropriate open formats) of the Customer Organisation's Content at any time, subject to the Company's reasonable administration charge, such charge to be decided by the Company.

4. USE OF SERVICE

4.1. The Customer Organisation is not allowed to use the System for any purpose or on behalf of any other organisation that is not directly and demonstrably part of the Customer Organisation. In addition, the Customer Organisation is not authorised to give other organisations access to any restricted portion of the System without the prior consent of the Company. Should consent be given by the Company then additional charges may apply.

The Customer Organisation may not forward a different domain name to a part of the website provided by the System.

4.2. The Customer Organisation may not rent, timeshare, lease, sublicense, loan, copy, duplicate, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based in whole or in part on any of the Company's software, documentation, equipment or the System or Service of the Company.

5. USE OF E COMMERCE FACILITIES

5.1. If the Customer Organisation makes use of E Commerce Facilities provided as part of the Service to sell products and services to Users and visitors, the terms in this clause 5 will apply.

5.2. The Customer Organisation is responsible for complying with appropriate legislation relating to its trading activities, including but not limited to applicable tax legislation, consumer protection (distance selling) regulations and trading standards law. The Customer Organisation accepts sole responsibility for its actions whilst using the E Commerce Facilities.

5.3. The Company does not review the catalogue of items offered for sale by the Customer Organisation. The Company never possesses the items offered through the Service and the Company is not involved in transactions between the Customer Organisation and its customers. As a result the Company has no control nor liability concerning the quality, safety or legality of the items listed in the Customer Organisation's own catalogue; the truth or accuracy of this catalogue; the ability of the Customer Organisation to sell these items or the ability of their customers to pay for them. The Company is not responsible for ensuring that the Customer Organisation actually completes a transaction with its customers.

5.4. The Service includes software interfaces to third party payment processors. The selection of these payment processors does not constitute a recommendation of these services by the Company, and the Customer Organisation is responsible for establishing and maintaining an agreement with their chosen payment processor independent of the Company.

6. INTELLECTUAL PROPERTY and DATA PROTECTION and CONFIDENTIALITY

6.1. Users of the Service are required to agree to a Data Processing Agreement (available below and online as part of the Service) that includes the statements contained in clauses 6.2 and 6.3. The Customer Organisation shall be responsible for ensuring that no Users use the Service in breach of those Terms of Use.

6.2. All Content, whether publicly or privately posted, is the sole responsibility of the person from whom such Content originated. Accordingly, the User of the Service, not the Company nor the Customer Organisation, is entirely responsible and liable for all activities conducted through the Service by that User.

6.3. The Company does not control the Content posted or transmitted in any way via the System and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will the Company be liable in any way for any Content, including but not limited to any errors or omissions in any Content, any breaches of copyright or similar intellectual property rights caused by the Content, or for any loss or consequential damage of any kind incurred as a result of the use of any Content accessed through the Service.

6.4. The Company and the Customer Organisation shall take all necessary steps to ensure their own compliance with the General Data Protection Regulation (GDPR) (EU) 2016/679 and any subsequent legislation, which modifies or supersedes the said Regulation, together with all other applicable laws relating to privacy and confidential information.

6.5. The Company shall ensure that, with the exception of those parts of the Customer Organisation's Content that are posted by the Customer Organisation on its publicly-available website pages, all the Customer Organisation's Content is (i) kept confidential and is not disclosed or made available by the Company or the System to any third party (other than Users who have been authorised by the Customer Organisation to access the same via the access and permissions settings in the System), (ii) is not used by the Company except to provide the Service, and (iii) is accessed only by those staff of the Company who need to have access to it in connection with providing the Service.

7. CHARGES

7.1. The Subscription Fee and details of any other charges payable by the Customer Organisation to the Company will be agreed by acceptance of these Terms and Conditions.

7.2. The Subscription Fee will be payable in advance of the period of Service provision, for a minimum period of one calendar month.

7.3. The Company may change the Subscription Fee (or any other charges payable by the Customer Organisation to the Company) by giving the Customer Organisation thirty (30) days written notice (see clause 12) of the said changes.

8. SERVICE LEVEL AGREEMENT

8.1. The Company shall use all reasonable endeavours to ensure that the Service is available and operating correctly and in accordance with its published documentation for at least 99.9% of the time each week. The Company has a continual monitoring process in place with automatic alerts to appropriate service personnel. Support is offered during UK office business hours (09:30 to 17:00 Monday through Friday). The Service is provided as a service over the Internet with support for the latest versions of the most widely used web browsers as is reasonably possible, but the Customer Organisation is responsible for providing adequate access to the Internet for its own use. Naturally, with so much of the Internet outside of the Company's control, it is not possible to guarantee performance levels with Internet-based services.

8.2. The Service Level Agreement describes the level of accessibility, availability, and quality of Service provided by the Company to the Customer Organisation. The Company may make changes to the Service Level Agreement by giving the Customer Organisation thirty (30) days written notice (see clause 12) of the said changes. After this period or the effective date of the new version of the Service Level Agreement, (whichever is later) the new version of the Service Level Agreement will take effect.

8.3. The Customer Organisation agrees that use of the Service is at its sole risk. The Company, its agents, contractors, licensors, employees, and information providers involved in providing the Service do not guarantee that the Service will be uninterrupted or free from error. The Customer Organisation accepts that without notice for commercial, technical, or other reasons:

a) the Service or part thereof may be suspended, for example for periodic maintenance or data backup purposes (clause 9.3);

b) a network or service provider connected to the Service may suspend or terminate its connection to the Service;

c) the Service may suspend or terminate its connection with another network or service provider, and that any such suspension or termination shall not be in breach of these Terms. The Service is therefore provided on an "as is" basis without guarantee of any kind.

8.4. The Company may from time to time suspend the whole or part of the Service for routine repair or maintenance work. The Company shall give as much notice as in the circumstances is reasonable and shall endeavour to carry out such works during the scheduled maintenance periods as published by the Company as appropriate.

8.5. The Company may from time to time without notice suspend or restrict the whole or part of the Service where necessary for emergency repair, or to preserve the accessibility, security, or integrity of the Service for all customers of the Company utilizing any shared aspect of the System. The Company shall at its sole discretion decide when such action is necessary.

8.6. Except under the provisions of clause 2.4, the Company will take all possible measures to provide equitable and equivalent service to all customers.

9. LIABILITY

9.1. The Customer Organisation agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss it may suffer in connection with the Service provided to the Customer Organisation under the Service Agreement; that the Company cannot adequately insure its liability to the Customer Organisation; and that the charges payable under this Service Agreement have been calculated on the basis that the Company shall exclude liability as set out in this condition.

9.2. These Terms contain express warranties, undertakings and obligations of the Company and any other condition or warranty which might be implied or incorporated within these Terms, by reason of statute or common law or otherwise, is hereby expressly excluded so far as may be permitted by law.

9.3. While the Company and its employees will use all reasonable endeavours to provide a prompt continuing Service, it will not be liable for any loss of data resulting from inter alia delays, non delivery, missed deliveries, or Service interruptions caused by events beyond the control of the Company or by any errors or omissions of the Customer Organisation.

9.4. In no circumstances whatsoever will the Company be liable to the Customer Organisation in contract, tort, and negligence or otherwise for indirect, incidental, special or consequential damages or any loss of business, contracts, profits, or anticipated savings arising out of the use of the Service or inability to use the Service or out of any breach of any warranty.

9.5. The operability of the User's computer, internal network, and access to the Internet remains the responsibility of the User; any interruptions of access to the Service that occur due to the failure or configuration of these devices shall not be deemed as an interruption or suspension of the formal provision of the Service.

9.6. The Company shall not be liable for failure of the Service by circumstances beyond the Company's

control. This includes, but is not limited to, acts of God, fire, lightning, explosion, war (whether declared or otherwise), disorder, flood, industrial disputes, sabotage, extremely severe weather or acts of local or central Government or other competent authorities.

10. INDEMNITY

10.1. The Customer Organisation is responsible for ensuring that the Service is used in accordance with these Terms, and the Company reserves the right to terminate its provision of the Service with immediate effect if these Terms are breached by the Customer Organisation.

10.2. The Customer Organisation hereby agrees to indemnify the Company, its agents, contractors, licensors, employees and information providers providing services from any third party claims made against the Company as a result of a breach of the terms and conditions of the Service Agreement by the Customer Organisation and from any claim brought by third parties alleging that use of the Service by the Customer Organisation or under its account has infringed any intellectual property or other right of any kind, or any applicable UK or international legislation or regulation. The Customer Organisation shall pay all costs, damages, awards, fees (including legal fees) and judgments awarded against the Company arising from such claims. The Company shall provide the Customer Organisation with notice of such claims, full authority to defend, compromise or settle such claims (provided any final settlement terms are approved by the Company) at the Customer Organisation's sole expense. The Company shall provide the Customer Organisation with such reasonable assistance as it requires to defend these claims, but such reserves the right to charge for the time involved in such assistance.

10.3. The Company hereby agrees to indemnify the Customer Organisation from any third party claims made against the Customer Organisation as a result of a breach of the terms and conditions of the Service Agreement by the Company and from any claim brought by third parties alleging that use of the Service by the Customer Organisation has infringed any intellectual property or other right of any kind, or any applicable UK or international legislation or regulation. The Company shall pay all costs, damages, awards, fees (including legal fees) and judgments awarded against the Company arising from such claims. The Customer Organisation shall provide the Company with notice of such claims, full authority to defend, compromise or settle such claims (provided any settlement terms are approved by the Customer Organisation) at the Company's sole expense. The Customer Organisation shall provide the Company with such reasonable assistance as it requires to defend these claims.

11. TERMINATION

11.1. The Service Agreement may be terminated at any time, for any reason, by the Customer Organisation by going to www.churchinsight.com/cancel, and by the Company with ninety (90) days prior written notice (see clause 12) to the Customer Organisation.

11.2. Upon receipt of the Customer Organisation's request to cancel the Service Agreement, the Service will end at midnight on the 14th day of the next month. The month in which the Customer Organisation cancels, will be the last month the Customer Organisation will be billed.

11.3. Prior to termination of the Service Agreement the Customer Organisation is responsible for making

copies of its content, as detailed in clause 3.4. The Customer Organisation can send an email request to the Company's Support Team (support@endis.com) to arrange transferring the Customer Organisation's domains to the Customer Organisation's new provider as the Company will remove the Customer Organisation's DNS settings from the Company's servers and set all domains to not automatically renew on the 15th day of the next month following receipt of the Customer Organisation's request to cancel the Service Agreement.

11.4. Upon termination of the Service Agreement, the Company will suspend the Service and remove the Customer Organisation's Content from the System in accordance with clause 6. The Customer Organisation shall be free to transfer management of its domain names and email to a third party.

12. NOTICE

12.1. The Company accepts notice from the Customer Organisation where made by email to its "Contact Us" email address or via www.churchinsight.com/cancel; notice shall be deemed received by the Company 24 hours after sending, if no delivery status failure notifications are received by the Customer Organisation.

12.2. The Customer Organisation accepts notice under clauses 1.19 or 8.2 by email to its Administrative Contact as registered with the Company (if no delivery status failure notifications are received by the Company). Any other notice (for example under clause 11.1) shall be made by Special Delivery post to the Customer Organisation's postal address.

13. WAIVER

Failure by the Company to exercise any of its rights thereunder shall not amount to a waiver of any such right, or operate to bar the exercise of enforcement at any time or times thereafter.

14. ENTIRE AGREEMENT

These Standard Terms of Service and all other agreements, addenda, exhibits, and schedules referred to in this agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the Company and the Customer Organisation pertaining to the subject matter of this agreement and supersede all prior and contemporaneous understandings or agreements of the parties. This agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this agreement.

Addendum: Data Processor Agreement

1. INTRODUCTION

1.1 This agreement regarding processing of personal data (the "Data Processor Agreement") regulates the Company's (the "Data Processor") processing of personal data on behalf of the Customer Organisation (the "Data Controller") and is attached as an addendum to the Service Agreement in which the parties have agreed the terms for the Data Processor's delivery of services to the Data Controller. Terms defined in the Service Agreement have the same meaning when used in this Data Processor Agreement.

2. LEGISLATION

2.1 The Data Processor Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation (the "Applicable Law"), including in particular the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).

3. PROCESSING OF PERSONAL DATA

3.1 Purpose: The purpose of the processing under the Service Agreement is the provision of the Service by the Data Processor as specified in the Service Agreement.

3.2 In connection with the Data Processor's delivery of the Service to the Data Controller, the Data Processor will process certain categories and types of the Data Controller's and its Users' personal data on behalf of the Data Controller.

3.3 "Personal Data" includes "any information relating to an identified or identifiable natural person" as defined in GDPR, article 4 (1) (1) (the "Personal Data"). The categories and types of Personal Data processed by the Data Processor on behalf of the Data Controller are listed in sub-appendix A. The Data Processor only performs processing activities that are necessary and relevant to perform the Service. The parties shall update sub-appendix A whenever changes occur that necessitate an update.

3.4 The Data Processor shall have and maintain a register of processing activities in accordance with GDPR, article 32 (2).

4. INSTRUCTION

4.1 The Data Processor may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the "Instruction"), unless required by law to act without such instruction. The Instruction at the time of entering into this Data Processor Agreement (DPA) is that the Data Processor may only process the Personal Data with the purpose of delivering the Service as described in clause 2 of the Service Agreement. Subject to the terms of this DPA and with mutual agreement of the parties, the Data Controller may issue additional written instructions consistent with the terms of this Agreement. The Data Controller is responsible for ensuring that all individuals who provide written instructions are authorised to do so.

4.2 The Data Controller guarantees to process Personal Data in accordance with the requirements of Applicable Law. The Data Controller's instructions for the processing of Personal Data shall comply with Applicable Law. The Data Controller will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained.

4.3 The Data Processor will inform the Data Controller of any instruction that it deems to be in violation of Applicable Law and will not execute the instructions until they have been confirmed or modified.

5. THE DATA PROCESSOR'S OBLIGATIONS

5.1 Confidentiality

> 5.1.1 The Data Processor shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless the Data Controller has agreed in writing.

> 5.1.2 The Data Processor's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this DPA with strict confidentiality.

> 5.1.3 Personal Data will only be made available to personnel that require access to such Personal Data for the delivery of the Service and this Data Processor Agreement.

5.2 The Data Processor shall also ensure that employees processing the Personal Data only process the Personal Data in accordance with the Instruction.

5.3 Security

> 5.3.1 The Data Processor shall implement the appropriate technical and organisational measures as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32. The security measures are subject to technical progress and development. The Data Processor may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security.

5.4 The Data Processor shall provide documentation for the Data Processor's security measures if requested by the Data Controller in writing.

5.5 Data protection impact assessments and prior consultation

> 5.5.1 If the Data Processor's assistance is necessary and relevant, the Data Processor shall assist the Data Controller in preparing data protection impact assessments in accordance with GDPR, article 35, along with any prior consultation in accordance with GDPR, article 36.

5.6 Rights of the data subjects

5.6.1 If the Data Controller receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and the correct and legitimate reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation. The Data Processor shall be given reasonable time to assist the Data Controller with such requests in accordance with the Applicable Law.

5.6.2 If the Data Processor receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and such request is related to the Personal Data of the Data Controller, the Data Processor must immediately forward the request to the Data Controller and must refrain from responding to the person directly.

5.7 Personal Data Breaches

5.7.1 The Data Processor shall give immediate notice to the Data Controller if a breach occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, personal data transmitted, stored or otherwise processed which includes any Personal Data processed on behalf of the Data Controller (a "Personal Data Breach").

5.7.2 The Data Processor shall make reasonable efforts to identify the cause of such a breach and take those steps as it deems necessary to establish the cause, and to prevent such a breach from reoccurring.

5.8 Documentation of compliance and Audit Rights

5.8.1 Upon request by the Data Controller, the Data Processor shall make available to the Data Controller all relevant information necessary to demonstrate compliance with this DPA, and shall allow for and reasonably cooperate with audits, including inspections by the Data Controller or an auditor mandated by the Data Controller. The Data Controller shall give notice of any audit or document inspection to be conducted and shall make reasonable endeavours to avoid causing damage or disruption to the Data Processor's premises, equipment and business in the course of such an audit or inspection. Any audit or document inspection shall be carried out with reasonable prior written notice of no less than 30 days, and shall not be conducted more than once a year.

5.8.2 The Data Controller may be requested to sign a non-disclosure agreement reasonably acceptable to the Data Processor before being furnished with the above.

5.9 Data Transfers

5.9.1 Ordinarily, the Data Processor will not transfer the Data Controller's data to countries outside the European Economic Area. In some cases, personal data will be saved on storage solutions that have servers outside the European Economic Area (EEA), for example, Dropbox or

Google. Only those storage solutions that provide secure services with adequate relevant safeguards and that comply with Applicable Law will be employed.

6. SUB-PROCESSORS

6.1 The Data Processor is given general authorisation to engage third parties to process the Personal Data ("Sub-Processors") without obtaining any further written, specific authorisation from the Data Controller, provided that the Data Processor notifies the Data Controller in writing about the identity of a potential Sub-Processor (and its processors, if any) before any agreements are made with the relevant Sub-Processors and before the relevant Sub-Processor processes any of the Personal Data. If the Data Controller wishes to object to the relevant Sub-Processor, the Data Controller shall give notice thereof in writing within ten (10) business days from receiving the notification from the Data Processor. Absence of any objections from the Data Controller shall be deemed consent to the relevant Sub-Processor.

6.2 In the event the Data Controller objects to a new Sub-Processor and the Data Processor cannot accommodate the Data Controller's objection, the Data Controller may terminate the Service by providing written notice to the Data Processor in accordance with the Service Agreement.

6.3 The Data Processor shall complete a written sub-processor agreement with any Sub-Processors. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to the Data Processor, including the obligations under this Data Processor Agreement. The Data Processor shall on an ongoing basis monitor and control its Sub-Processors' compliance with the Applicable Law. Documentation of such monitoring and control shall be provided to the Data Controller if so requested in writing.

6.4 The Data Processor is accountable to the Data Controller for any Sub-Processor in the same way as for its own actions and omissions.

6.5 The Data Processor is at the time of entering into this Data Processor Agreement using the Sub-Processors listed in sub-appendix B. If the Data Processor initiates sub-processing with a new Sub-Processor, such new Sub-Processor shall be added to the list in sub-appendix B.

7. REMUNERATION AND COSTS

7.1 The Data Controller shall remunerate the Data Processor based on time spent to perform the obligations under section 5.5 of this Data Processor Agreement based on the Data Processor's hourly rates.

7.2 The Data Processor is also entitled to remuneration for any time and material used to adapt and change the processing activities in order to comply with any changes to the Data Controller's Instruction, including implementation costs and additional costs required to deliver the Service due to the change in the Instruction. The Data Processor is exempted from liability for non-performance with the Service Agreement if the performance of the obligations under the Service Agreement would be in conflict with any changed Instruction or if contractual delivery in accordance with the changed Instruction is impossible. This could for instance be the case; (i) if the changes to the Instruction cannot technically, practically or legally be implemented; (ii) where the Data Controller explicitly requires that the changes

to the Instruction shall be applicable before the changes can be implemented; and (iii) in the period of time until the Service Agreement is changed to reflect the new Instruction and commercial terms thereof.

8. LIMITATION OF LIABILITY

8.1 The total aggregate liability to the Data Controller, of whatever nature, whether in contract, tort or otherwise, of the Data Processor for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement shall be subject to the Liability clause, clause 9, set out in the Service Agreement.

8.2 Nothing in this DPA will relieve the Data Processor of its own direct responsibilities and liabilities under the GDPR.

9. DURATION

9.1 The Data Processor Agreement shall remain in force until the Service Agreement is terminated.

10. DATA PROTECTION OFFICER

10.1 The Data Processor will appoint a Data Protection Officer where such appointment is required by Applicable Law

11. TERMINATION

11.1 Following expiration or termination of the Service Agreement, the Data Processor will delete or return to the Data Controller all Personal Data in its possession as provided in the Service Agreement except to the extent the Data Processor is required by Applicable law to retain some or all of the Personal Data (in which case the Data Processor will archive the data and implement reasonable measures to prevent the Personal Data from any further processing). The terms of this DPA will continue to apply to such Personal Data.

12. CONTACT

12.1 The contact information for the Data Processor is provided in the Service Agreement.

Sub-appendix A

1. Personal Data

1.1 The Data Processor processes the following types of Personal Data in connection with its delivery of the Service:

a. Information on relevant members and volunteers of the Data Controller relevant to the provision of website services. Namely: first and last name, company name, job title, telephone number and email address.

b. Information on Users from the Data Controller relevant to the provision of Church Management System subscription services. The categories of personal data are determined by the Data Controller in its sole discretion and may include, but are not limited to: first and last name, telephone number, home address, email address, date of birth, marital status, attendance records, personal interests and personal history. Special categories of personal data, if any, are determined by the Data Controller in its sole discretion and may include, but are not limited to, information revealing: racial/ethnic origin, religious or philosophical beliefs or health history.

2. Categories of data subjects

2.1 The Data Processor processes personal data about the following categories of data subjects on behalf of the Data Controller:

a. The employees of organisations, or individuals who have purchased website or subscription services from the Data Processor

b. Individuals who are users of the Data Controller's database and website services purchased from the Data Processor or who are members or former members or regular contacts of the Customer Organisation

Sub-appendix B

1.   Approved Sub-Processors

1.1 The following Sub-Processors shall be considered approved by the Data Controller at the time of entering into this Agreement:

    a.   Cloud storage and software provider: Google Limited, Gordon House, Barrow Street, Dublin, D04 E5W5, Dublin County, Ireland

    b.   Hosting and network services provider: Coreix, Fourth Floor, Refuge House, 9-10 River Front, Enfield, EN1 3SZ, UK

    c.   Hosting and network services provider: UKFast, UKFast.Net Ltd, UKFast Campus, Birley Fields, Manchester, M15 5QJ, UK

    d.   Customer relationship management software provider: Streak, San Francisco, California, CA308

    e.   Cloud computing web service provider: Amazon S3, 1200 12th Ave S, Ste 1200, Seattle, WA 98144, United States

    f.   Online payment processing provider: Stripe, Stripe Payment UK Limited, 9th Floor, 107 Cheapside, London, EC2V 6DN

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