

FRAME AGREEMENT ON JOINT DATA CENTER

This Frame Agreement on Joint Data Center ("Agreement"), dated as of January XX, 2024 ("Effective Date"), is entered into by and between University of Vaasa ("Univaasa"), nonprofit university having a principal place of business at [Finland], Åbo Akademi ("ÅA"), nonprofit university having a principal place of business at [Finland], Novia University of Applied Science ("Novia"), nonprofit corporation having a principal place of business at [Finland] and Vaasa University of Applied Science ("VAMK"), profit corporation having a principal place of business at [Finland].

BACKGROUND

- A. The Parties to this Agreement have been awarded funds in the Finnish Research Infrastructure Call by Academy of Finland, to create a sustainable datacenter infrastructure in Finland ("Centre"), described in Appendix 1. The Parties' intention is to procure computing capacity that satisfy the mid-range computational needs of varied scientific user base, represented by the Parties.
- B. The procured systems become the joint property of the Parties and the systems will be installed in Technobotnia facility, in Vaasa. The systems together forms the Centre, which will be used and administrated both locally and remotely according to the Centre project proposal in FIRI call [].
- C. The Parties have on [DATE] entered into a separate project agreement regulating the cooperation on scientific matters and procurement of Wasa Zero Emission Data Center infrastrure ("WSTAR Project Agreement"). In the WSTAR Project Agreement, it is presupposed that the Parties will enter into a separate agreement regarding the management, use, allocation of access time and financing of the Center. This Agreement shall be considered as being such an agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

1. OBJECTIVES

- 1.1 The objective of the Centre is to: (i) provide state-of-the-art facility and equipments for data center research and education; (ii) facilitate research collaboration in the form of collaborative research projects; (iii) provide cost-effective means to the Parties to provide also third parties with research services; (iv) assist in the initiation of national and international research projects; and (v) facilitate preparation of doctoral thesis and conducting of post-graduate studies.
- 1.2 The Parties shall make its best endeavours to ensure that the Centre is operational by [DATE] at the latest in the following location: [ADDRESS]. The floor plan of the Centre is described in Appendix 2.

3. MANAGEMENT OF THE DATA CENTRE

- 3.1 The Parties shall set up a management team (hereinafter the "Management Team") to oversee and manage the operations of the Centre.
- 3.2 The tasks of the Management Team are, among others, to (i) develop the operations of the Centre; (ii) further elaborate the collaboration between the Parties in relation to the Centre; (iii) establish a day-to-day management system under which the Centre will operate; (iv) prepare the

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annual operating budget for the Centre; (v) develop principles for allocation of shared Centre facilities and equipment; (vi) define a basic data center setup after testing period has been finished (vii) define the fees payable by Parties for the utilization of the Centre in accordance with the principles set forth in this Agreement; (viii) define the access control and security policies in accordance with the principles set forth in Section 4; and (ix) settle any disagreements relating to the co-operation between the Parties under this Agreement.

- 3.3 All Parties shall appoint two (2) members to the Management Team. The members will select between themselves the chairman who will rotate annually between the Parties. The first chairman will be selected among the members appointed by Univaasa.
- 3.4 The Management Team will pursue to make its decisions unanimously. Should the Management Team not be able to reach unanimous decision on certain matter, the decision supported by more than half of the members of the Management Team shall prevail. In case of even votes, the decision supported by the chairman will prevail.
- 3.5 The Management Team shall prepare possible new entries or exits of partners to the Centre. Such new partners shall have the same rights and obligations as the other Parties unless otherwise agreed between the respective new partner and the Management Team. The Parties irrevocably appoint the Management Team as their lawful agent for the purposes of execution also on their behalf of valid adherence agreements with such new partners regulating its accession to this Agreement and to agree on such amendments to this Agreement in relation to the accession.
- 3.6 The Management Team may jointly agree on the decommissioning, sale or donation of some of the equipment from the Centre, when the equipment comes to the end of life. The possible income from the decommissioning or sale will be shared equally by the owning Parties.

4. GENERAL OBLIGATIONS OF THE PARTIES

- 4.1 Each Party shall contribute to the performance of this Agreement with respect to those factors under its command or control. The Parties shall in all circumstances co-operate in order to fulfil this Agreement as agreed. Each Party shall for its own part make without undue delay all decisions necessary for the performance of this Agreement.
- 4.2 Each Party will assign appropriate personnel resources required for the execution of their respective obligations under this Agreement.
- 4.3 The Parties will provide each other with all information, documents and other materials necessary for carrying out the collaboration. Such information remain the property of the disclosing Party and must not be used for any purposes than carrying of the specific part of the collaboration agreed in this Agreement.
- 4.4 The Centre infrastructure will be set up by and owned jointly by the Parties. However, any equipment supplied by any Party to the Centre will remain the property of the supplying Party, The equipments will be available to all Parties according to the same rules as applicable to general Centre infrastructure. These equipments will be also described in the Appendix 1. Additionally, if the equipments are vital for the normal operation of the Centre its removal must be discussed with the Management Team no less than six (6) months in advance of the planned removal. The supplying Party agrees to ensure that at all times its equipment is visibly identifiable as supplying Party 's property by maintaining a sign to that effect attached to it.
- 4.5 The Parties shall not install or remove any Centre infrastructure, or any other equipment, from the Centre, unless agreed in Management Team in advance.

- 4.6 The regular maintenance of the Centre are covered by the maintenance fees defined in Section 7 of this Agreement. The changes and upgrades of the Centre are separate point and subject to a separate agreement at the time. Univaasa shall take reasonable care of the regular maintenance in return of the maintenance fees agreed in Section 7 of this Agreement. The regular maintenance shall not be extended to Parties' own equipments.

5. USE OF CENTRE

- 5.1 Each Party shall be entitled to occupy and utilize the Centre with equal shares of access, for the purposes of performing research, third-party commissioning work and educational work, unless otherwise agreed in the Management Team. If there is an entry or exit of the members of the Centre, the access and use time shall be adjusted on pro-rata-basis.
- 5.2 The sharing of the Centre shall be on a co-operative and non-interfering basis i.e. the work of either Party sharing the facility shall not be hampered by the other Party.
- 5.3 Each Party shall inform the other Party of their equipment and material that may expose the persons working in the Centre to safety and/or health hazards.
- 5.4 Each Party shall take full financial and operational responsibility for its own employees using the Centre. No supervisory-employee relationship is formed between the personnel of the respective Parties working in the Centre unless otherwise expressly agreed between the Parties in writing.
- 5.5 Only persons who have been identified and granted access pass in accordance with the procedures defined by the Management Team shall be entitled to access the Centre. Respective identification and access information must be securely stored. The persons must comply with the applicable safety, health, access of information, security, environmental instructions and requirements of the Management Team, including specific requirements of Centre. In the event that Party's employee(s) or contractor(s) fail to comply with said instructions, the Management Team may, without prejudice to any other legal or contractual right, issue an order stopping all or part of employee's or contractor's activities in the Centre.
- 5.6 Each Party shall be responsible for the acts or omissions of its personnel working in the Centre in accordance with applicable law. Occupancy of the Centre by any party other than the personnel of Parties will be subject to the approval by the Management Team.
- 5.7 The Management Team may decide to hire a laboratory engineer to support the operation of the Centre and the educational and research activities of the Parties. Such laboratory engineer shall have the qualifications needed to fulfillment of such activities. The cost sharing of the employment of the laboratory engineer shall be agreed separately in writing between the Parties.

6. ALLOCATION OF THE ACCESS TIME

- 6.1 The Management Team shall be solely responsible for calculating and distributing access time to the Centre resources. Access time shall be distributed equally among the Parties unless otherwise agreed in writing by all Parties. The amount of the access time will be calculated in accordance with the initial usage model attached hereto as Appendix 3.
- 6.2 Univaasa shall be responsible to setting up and maintaining a calendar for reserving a specific time for the Centre resources and for viewing the existing reservations. Univaasa shall nominate an infrastructure manager for taking care of such activity. Univaasa shall consult with the Management Team before nominating the infrastructure manager. The cost of the infrastructure manager shall be covered by the maintenance fees, unless otherwise agreed. The infrastructure manager shall be responsible for ensuring that the use time is shared on a non-discriminatory

basis and that the reservation calendar is up-to-date. The infrastructure manager shall prepare all necessary documents for the Management Team for following up the reservations and making possible changes to the allocated use time in accordance with the section 6.3 below. All Parties shall have an online read access to the reservation calendar. However, only the infrastructure manager shall be the right to modify the calendar.

- 6.3 The Parties agree that in the case of a double booking, the Party with the earlier booking which is confirmed by the infrastructure manager, shall be entitled to the use of Centre resources. The Party not receiving use time will be entitled only to have a reservation for another time indicated by infrastructure manager. However, if infrastructure manager is able to relocate the use time for the following two (2) weeks, the Parties agree that the Management Team shall have right to make decision concerning the relocations. The Parties must provide a minimum of one (1) week's notice for all range of cancellation. If the reservation is cancelled more than one (1) weeks before the reserved time and the and a replacement for the usage time is not found within this time, the the Party will lose the allocated usage time.

7. CENTRE FINANCING

- 7.1 The Centre equipment construction and other setup costs are covered by the Finnish Academy grant. The operation of the Centre will as a general principle be maintained with the Parties' maintenance and service fees. No Party shall be required to provide any loans or guarantees to or on the behalf of the Centre nor make any additional equipment investments, unless explicitly agreed in this Agreement or otherwise in writing by the Parties.
- 7.2 There will be no contribution in-kind in any Party unless explicitly otherwise unanimously agreed in the Management Team.
- 7.3 The Centre must have sufficiently advanced payments to enable the appropriate operation and maintenance. The initial financing of the Centre operation shall be provided by the Parties in the form of the agreed maintenance fees. Each Party shall in each year pay to Univaasa the annual fees of the operation and maintenance of the Centre specified for such year in the Appendix 3 ("maintenance fee") during the term of this Agreement. Said annual maintenance fees are nonrefundable. If there is an entry or exit of the members of the Laboratory, the annual maintenance fees shall be adjusted on pro-rata-basis. UVA shall pay the above stated maintenance payment in the form of services fees which is due under the section 6.4 and which is implemented as internal invoicing.
- 7.4 Each Party shall pay actual direct cost for the access and use of the Centre ("services fee") as follows: The daily operation cost, Y € per day, for the use of the Centre is defined based on the annual total cost defined in Appendix 3 and total annual access time defined in section 6.1. Univaasa shall invoice service fees half-yearly based on Parties' half-year reservation and daily operational cost. Invoice shall itemize internal project name, period of use and cost of the respective Parties. The Management Team will coordinate the cost approvals according to realized research projects for each Party in question. Unless otherwise agreed in Appendix 3, payment for the service fees (defined above in this section 7.4) will be made thirty (30) days after Party's receipt of a correct invoice for such approved access and use.
- 7.5 The Parties shall pay maintenance fees of access and use of the Centre (defined in section 7.1 above) every six (6) months in equal installments starting from the Effective Date. Installments are scheduled for January-July and December-July and are paid in advance. Univaasa shall reduce from these installments the payments each Party has paid based on the earlier sent invoices defined in section 7.4 above. Unless otherwise agreed in Appendix 3, payment for the annual maintenance fee will be made thirty (30) days after Party's receipt of a correct invoice.

- 7.6 Univaasa will invoice the Parties in accordance with the Appendix 3 and the Parties will make corresponding payments on or before the respective due date. There is not refund for unused use time or remaining days in the use periods, unless the availability of the Centre has been significantly restricted or reduces for reasons attributable to Univaasa. In such cases, Univaasa may at its discretion, and as the sole remedy for Parties offer a reasonable refund to the Parties for fees accrued during the period of reduced availability.
- 7.7 The fees are exclusive of value added taxes, which shall be payable by each Party to the extent applicable.
- 7.8 [Should the Centre require financing or guarantees in excess of the financial plan, attached hereto as Appendix 3, the Parties shall decide thereon separately together, taking into consideration the respect position of the Parties in Cente.]

8. JOINT RESEARCH PROJECTS

- 8.1 The Parties will agree separately on the contents, terms and conditions, and funding of any joint research projects between the Parties to be conducted in the Centre.

9. PROPRIETARY INFORMATION

- 9.1 The Parties executed a Non-disclosure Agreement, effective [date] ("the NDA"), which is hereby incorporated by reference, and which is binding all the Parties.

10. INTELLECTUAL PROPERTY

- 10.1 Ownership. Unless otherwise expressly agreed by the Parties in writing on a case-by-case basis, all rights, titles and interests arising out of or relating to any Creation created or otherwise made in the Centre or while utilizing the facilities and/or equipment located in the Centre by the personnel of one Party shall be automatically vested in and/or transferred directly to, and be the sole and exclusive property of, the Party whose personnel has created or made the respective Creation. The other Parties agrees not to engage in any acts that might jeopardize or contest or attempt to acquire any rights in or to the respective Creation.
- 10.2 Joint Research Projects. The Parties will agree on a case-by-case basis on the rights, titles and interests in and to any Creation(s) made in conjunction with or as a result of joint research projects, prior to engaging into the respective projects.
- 10.3 Right to use Background Information. Notwithstanding the aforesaid, each Party grants to the other Parties a royalty-free, non-exclusive license to use and have used its Background Information for the purposes of carrying out the joint research projects, but for no other purposes, unless otherwise expressly agreed by the Parties in writing on a case-by-case basis. The afore-said right is granted solely to the extent the respective Party is entitled to grant such right and solely to the extent such use is necessary for the carrying out the joint research project in question.
- 10.4 No Implied Licenses. For the avoidance of doubt, no license to use any of the Intellectual Property Rights is granted or implied by this Agreement save for the rights expressly granted hereunder.
- 10.5 Employees' IP. If employees, agents, students or other personnel working for the Party are entitled to claim rights to any Creation, the Party shall ensure that it is (remains) entitled to exercise such rights in a manner compatible with the Party's obligations under this Agreement and it does not hamper rights of the other Parties.

11. PERSONAL DATA PROTECTION

- 11.1 If a Party proposes the transfer or other sharing of Personal Data in connection with this Agreement, the Parties shall use good-faith efforts (prior to such transfer or other sharing) to determine and document the Parties' respective roles as a data controller, joint data controller, or data processor with respect to such Personal Data, in order to identify and facilitate compliance with their respective obligations under the EU Data Protection Laws.
- 11.2 Each Party agrees that it shall not, directly or indirectly, disclose Sensitive Personal Data to the other Party without the prior written consent of the other Party (in the receiving Party's sole discretion), following consultation regarding the necessity of such disclosure and agreement upon the protocols for processing the Sensitive Personal Data and any contractual terms that may be required in addition to those set forth herein in order to meet the requirements of the EU Data Protection Laws with respect to the specific Sensitive Personal Data that is proposed to be disclosed in connection with this Agreement.
- 11.3 To the extent the Parties anticipate exchanging Personal Data that consist solely of the names and business contact details of the personnel involved in the performance or administration of the Agreement, the Parties acknowledge and will comply with Appendix 5 attached, which forms an integral part of this Agreement.
- 11.4 To the extent that a Party will act as a data processor for another Party (acting as the data controller), the Parties will enter into further contractual commitments as necessary to comply with Article 28 of the General Data Protection Regulation 2016/679 ("GDPR"), by an Appendix forming an integral part of the Agreement.

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12. TERM AND TERMINATION OF AGREEMENT

- 12.1 Term. The initial term of this Agreement will commence on the date when this Agreement has been signed by all Parties and will continue in full force and effect until [], [] 2025. Thereafter the term of this Agreement will continue on-going basis undefined period of time, unless one Party gives the other Parties at least a sixty (60) days prior written notice of its own cancellation before the end of then current contract year period, in which case the term of the Agreement will be terminated at the expiration of such contract year period for the part of the cancellation party. For other Parties the Agreement remains valid.
- 12.2 Termination. Notwithstanding the above mentioned, this Agreement may be terminated with the immediate effect: (a) by written agreement of the Parties setting forth terms of the termination; (b) if a Party breaches the terms of this Agreement and does not remedy its defaults within thirty (30) days from a written notification given by the other Parties concerning the default; (c) by Univaasa in case any payment to be made by the other Parties under this Agreement shall be delayed for more than thirty (30) days after the written notification of the delay by Uvaasa and requiring the payment.
- 12.3 Effect of Termination. Upon termination of this Agreement for whatsoever reason, the terminating or defaulting Party cease to use Centre. The terminating or defaulting Party shall without delay return to Univaasa and other Parties all material and information delivered to it in connection with this Agreement. The terminating or defaulting Party will further pay all outstanding payments to Univaasa immediately upon such termination. The obligations of the Parties specified in sections will continue to be in force regardless of the termination of this Agreement 9, 10, 11, 14 and 15.

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13. RELATIONSHIP OF PARTIES

- 13.1 Independent Contractor. The parties acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed to constitute the parties as employer/employee, agent/principal, partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking. Employees of one Party shall not be entitled to any benefits of any nature whatsoever provided by the other Party or to its employees.
- 13.2 Scope of Authority. No Party (or its respective agents or employees) shall have any right to enter into any contract or agreement, written or oral, on behalf of other Parties or to bind other Parties in any respect whatsoever, and without limiting the generality of the foregoing, Any Party shall not sign any contracts or accept or confirm any clients on behalf of other Parties. Any Party shall not make any representation, guarantee, condition, or warranty with respect to Centre, unless such representation, guarantee, condition, or warranty is expressly authorized in writing by other Parties. The provisions of this Section shall survive the termination of this Agreement.
- 12.1 No Restrictions. This Agreement shall not restrict the Parties from participating in similar activities or arrangements contemplated hereunder with third parties.
- 12.2 Insurances. Each Party shall have in place and maintain suitable insurance policies covering the implementation of this Agreement. Each Party shall have in place and maintain suitable insurance policies covering insurance against damages. [] has in place and maintains an insurance that covers the premises. Each Party shall in place and maintain insurance for its own equipment.

14. LIABILITY

- 14.1 Each Party is liable for damages or loss caused by it through gross negligence or a willful act or omission.
- 14.2 The Parties are not liable for (a) collaboration leading to the expected results, (b) infringement of alleged infringement of third party intellectual rights or (c) use or usefulness of the Centre commercially, functionally or in any other way.
- 14.3 The liability does not comprise compensation for any special, consequential or indirect loss or damages, including but not limited to, loss as result of punitive or liquidated damages, loss of profits or loss as a result of the inability to use the Centre as intended
- 14.4 Each party accepts full liability for any injury to its own employees.
- 14.5 Compensation from loss or damages is limited to 250000 €.
- 14.6 In order to be eligible for compensation, a Party must claim damages in writing no later than twelve (12) months after the damage or loss becomes known.

15. MISCELLANEOUS

- 15.1 Dispute Resolution. The Parties shall first use any and all reasonable efforts to amicably resolve any disputes arising out of or relating to this Agreement by direct discussions between persons authorized to enter into a binding Agreement or through mediation. If the Parties fail to resolve the dispute either by direct discussions or mediation, either party may, by service of a written demand for arbitration on the other, submit the dispute to final and binding arbitration to be held in Vaasa Finland. The Parties shall negotiate in good faith to select an arbitrator, but if they cannot so agree within forty-five days of service by either party of a written demand for arbitration, which shall select an arbitrator. One (1) impartial arbitrator shall conduct the arbitration. The arbitrator shall apply Finnish law to any proceeding conducted hereunder. The arbitrator's award shall be a final and binding determination of the dispute and shall be fully enforceable as an arbitration award by the Finnish courts in accordance with Finnish law. If awarded by the arbitrator,

Commented [A8]: We understand that the space is owned by Technobotnia? Do they have insurance for this? Shall we make a lease agreement for the space? Are all devices insured separately (by each party) or jointly?

the prevailing Party shall be entitled to recover reasonable attorneys' fees and expenses, including arbitration administration fees, incurred in connection with such proceeding. This Agreement, including the decision to arbitrate and any decision by an arbitrator pursuant to the terms hereof, shall be governed by and construed in accordance with the laws of Finland, without regard to the conflicts of law principles thereof.

- 15.2 Entire Agreement. It is understood and agreed by the Parties that this Agreement constitutes the entire agreement, both written and oral, between the parties, and that all prior agreements respecting the subject matter hereof, either written or oral, express or implied, shall be abrogated, canceled, and are null and void and of no effect. The WSTART Project Agreement signed between the Parties shall be implemented in accordance with this Agreement. In the case of any conflict between this Agreement and the WSTAR Project Agreement, this Agreement shall take precedence.
- 15.3 Additional Terms. Additional terms, as set forth in Appendices 1-5, are included as part of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

University of Vaasa

By: _____

Name: _____

Title: _____

Åbo Akademi

By: _____

Name: _____

Title: _____

Novia University of Applied Science

By: _____

Name: _____

Title: _____

Vaasa University of Applied Science

By: _____

Name: _____

Title: _____

**Appendix 1 –
DESCRIPTION OF THE CENTRE**

The Centre shall consists at least of following items:

- []

- Appendix 2 -
FLOOR PLAN OF THE CENTRE

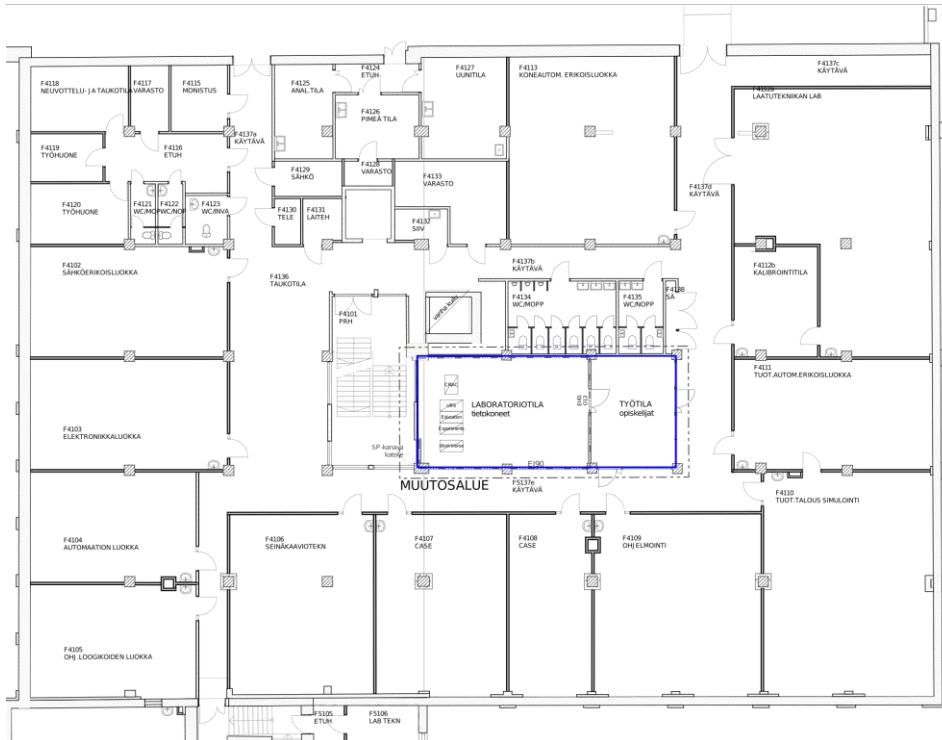


Figure 1: The location of the Wstar infrastructure in Technobothnia indicated by blue color.

Appendix 3
BUDGET & USAGE MODEL

Target	Costs	Provides
Annual fee	10 000 € / organization	Research and education use of Wstar infrastructure for 150 hours
Usage fee	10 000 € / month	Research resources

Appendix 4 -

DEFINITIONS

“Background Information” shall mean any and all technical know-how and information, which is owned (or licensed from a third party) by a Party, and which exists prior to the commencement of the work in the Centre resulting in the Creation(s) or which is acquired independently from the work in the Centre resulting in the Creation(s) even if in parallel with the performance of the work in the Centre resulting in the respective Creation(s), as well as any and all Intellectual Property Rights pertaining to such know-how and information.

“Creation(s)” shall mean any and all work results and materials including but not limited to any documents, concepts, ideas, data, inventions, soft-ware modules and related documentation, and any other work results or materials in whatever form created or otherwise made in the Centre or while utilizing the facilities and/or equipment located in the Centre.

“Data Protection Laws” means any applicable privacy, data security, or data protection laws, regulations and rules.

“Intellectual Property Rights” shall mean any and all patents, utility models, trade marks, rights in designs, trade, business or domain names, whether registered or not, know-how, rights in databases and copyrights, rights in inventions, trade secrets and other confidential information and all other intellectual property rights of a similar or corresponding character which may now or in the future subsist in any part of the world.

“Centre” shall mean as set forth in Section 1.

“Management Team” shall mean as set forth in Section 2.

“Personal Data” and “Sensitive Personal Data” shall have the meanings given to them in the General Data Protection Regulation 2016/679 (collectively, with any applicable Member State data protection laws, regulations and secondary legislation, in each case as amended from time to time, the “EU Data Protection Laws”).

MISCELLANEOUS

No Assignment. No Party shall assign, sub-contract, or otherwise transfer its rights or obligations under this Agreement without the prior written consent of other Parties. Any assignment, sub-contract, or transfer without such consent shall be null and void.

Entire Agreement. This Agreement embodies the entire understanding between the parties and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. Any modifications to this agreement may be accomplished only by written amendments that have been mutually agreed upon and signed by both parties.

Headings. The headings used in this Agreement are for reference only and are not to be used in the interpretation of construction of this Agreement.

No Agency. Nothing herein shall be construed as creating a partnership, a joint venture, an agency, a fiduciary, or any other relationship.

Appendix 5 –

DATA PROTECTION APPENDIX – BUSINESS CONTACT DETAILS

1.1. The Parties acknowledge that each of them may process Personal Data in connection with this Agreement. As used herein, the term 'Personal Data' 'Sensitive Personal Data' and 'processing' or 'process' shall have the meanings given to them in the General Data Protection Regulation 2016/679 (collectively, with any applicable Member State data protection laws, regulations and secondary legislation, in each case as amended from time to time, the "EU Data Protection Laws").

1.2. As of the Effective Date, the Parties anticipate that the Personal Data disclosed to each other in connection with this Agreement will consist solely of the names and contact details of their respective personnel who are involved in the performance or administration of this Agreement. Each Party warrants to the other Party that it is authorized to disclose or transfer the Personal Data of its personnel (including its employees and consultants) to the other Party and has obtained the express consent of the relevant data subjects in relation thereto, or otherwise has an appropriate basis for such disclosure or transfer under Applicable Law.

1.3. The Parties agree that each Party may retain for a reasonable period of time any Personal Data consisting of the contact details and roles of the other Party's personnel who have performed or received the Services for purposes of routine record-keeping, client care and, as appropriate (and unless otherwise requested), future contacts regarding potential agreements for the performance of additional services.

1.4. Each Party undertakes to implement, prior to any processing of Personal Data, appropriate technical and organizational measures to protect Personal Data. The measures must at least attain a level of security equivalent to that which is prescribed under EU Data Protection Laws and any other Applicable Laws (to the extent they require a higher level of security) and what is otherwise appropriate taking into consideration the technical possibilities available, the costs for implementing the measures, the particular risks which are involved with the processing of the Personal Data and the sensitivity of the Personal Data being processed. Each Party shall provide to the other Party upon request (to be made no more frequently than once per year) a written summary of the technical and organizational measures that such Party has implemented with respect to Personal Data that are subject to this Appendix.

1.5. Should contractor(s) process Personal Data on behalf of either Party in connection with the Services or the administration of this Agreement, the Party using the contractor shall: (a) require each such contractor to enter into a written agreement with such Party that meets the requirements of the EU Data Protection Laws and other Applicable Laws, and (b) ensure that its instructions to each such contractor with respect to the processing of Personal Data are strictly limited to processing that is required for the performance or management of this Agreement. The foregoing requirements shall also apply with respect to subcontractors.

1.8. Each Party agrees that if any Personal Data received by a Party hereunder are to be processed at a location outside the EEA, neither Party shall participate in such transfer of Personal Data prior to the identification, and as necessary, implementation, of an appropriate and mutually acceptable legal basis for such transfer consistent with EU Data Protections Laws, such as (but not limited to) the appropriate standard clauses for the transfer of Personal Data outside of the EEA approved by the European Commission from time to time.