Data Protection

This Data Protection Addendum ("DPA") forms part of the Innov8estate Heads of Terms Relating to Agreement betweenCustomer and Innov8estate ("Agreement") and applies to the extent that Innov8estate processes Personal Data on behalf of Customer when providing services under the Agreement ("Services"). All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

1. DEFINITIONS

1.1   "Data Controller" means an entity that determines the purposes and means of the processing of Pesonal Data.

1.2   "Data Processor" means an entity that processes Personal Data on behalf of a Data Controller.

1.3   "Data Protection Laws" means all data protection and privacy laws applicable to the processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law.

1.4   "EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data ("Directive"); and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of suc data (General Data Protection Regulation) ("GDPR").

1.5   "EU Model Clauses" means the standard contractual clauses for Data Processors as approved by the European Commission pursuant to Decision C (2010)593, as they may be amended or replaced from time to time.

1.6   "Personal Data" means any information relating to an identified or identifiable natural person.

1.7   "Personal Data Breach" means a breach of security of the Services leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data.

1.9   "Sub-processor" means any Data Processor engaged by Innov8estate or any Innov8estate Party that processes Personal Data pursuant to the Agreement. Sub-processors may include third parties or any member of Innov8estate's group of companies.

2. SCOPE OF THIS DPA

2.1   Scope of DPA. This DPA applies to the extent that: (i) Innov8estate processes Personal Data on behalf of Customer in the course of licencing Services to Customer; and (ii) the Agreement expressly incorporates this DPA by reference.

3. ROLES AND SCOPE OF PROCESSING

3.1   Role of the Parties: As between Innov8estate and Customer, Customer is the Data Controller of the Personal Data and Innov8estate shall process Personal Data only as a Data Processor (or sub-processor) acting on behalf of Customer.

3.2   Customer Processing of Personal Data: Customer will (i) comply with its obligations as a Data Controller under Data Protection Laws in respect of its processing of Personal Data and any processing instructions it issues to Innov8estate; and (ii) provide notice and will obtain all consents and rights necessary for Innov8estate to process Personal Data pursuant to the Agreement and this DPA.

3.3   Innov8estate Processing of Personal Data: As a Data Processor, Innov8estate will process Personal Data only for the purpose of providing the Services and in accordance with Customer's lawful documented instructions as set forth in the Agreement and this DPA. In particular, Customer's instructions with regard to the nature and purposes of the processing are set out at Annex A, which forms a part of this DPA. Processing outside the scope of these instructions (if any) will require prior written agreement between the parties (each acting reasonably) including agreement over any additional fees (if any) Customer may be required to pay to Innov8estate for carrying out such instructions.

4. SUBPROCESSING

4.1   Sub-processors. Innov8estate may engage Sub-processors to process Personal Data under the Agreement. Innov8estate shall enter into contractual terms with any such Sub-processor that obligates the Sub-processor to protect the Personal Data in a manner that is substantially similar to the standards set forth in this DPA. Innov8estate shall be responsible for any breaches of this DPA by Innov8estate to the extent caused by such Sub-processors. Innov8estate shall provide a list of Sub-processors that it currently engages to support the provision of the Services upon written request by Customer.

4.2   Changes to Sub-processors: Notwithstanding Customer's general initial consent to Sub-processors pursuant to Section 4.1 above, Innov8estate agrees: (a) to provide at least thirty (30) days' prior notice to Customer of the engagement of any new Sub-processor; and (b) where Customer, within ten (10) calendar days of receiving such notice objects to a new Sub-processor on reasonable data protection grounds, then the parties will discuss such concerns in good faith with a view to achieving resolution.

5. SECURITY MEASURES AND DATA BREACH RESPONSE

5.1   Security Measures: Innov8estate will implement and maintain appropriate technical and organizational security measures to protect against Personal Data Breaches and to preserve the security and confidentiality of Personal Data processed by Innov8estate on behalf of Customer in the provision of the Services ("Security Measures").

5.2   Updates to Security Measures: The Security Measures are subject to technical progress and development. Innov8estate 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 of the Services purchased by Customer.

5.3   Personnel. Innov8estate shall ensure that any person authorized by Innov8estate to process Personal Data is subject to an obligation of confidentiality.

5.5   Data Breach Response: Upon becoming aware of a Personal Data Breach, Innov8estate will notify Customer without undue delay and will provide information relating to the Personal Data Breach as reasonably requested by Customer. Innov8estate will take the mitigation steps required by the Agreement to address the Personal Data Breach.

7. DATA TRANSFERS & EXPORTS

7.1   Data Transfers. Innov8estate may transfer and process Personal Data to and in other locations around the world, including the United States, where Innov8estate and/or its Sub-processors maintain data processing operations as necessary to provide the Services and as required by applicable law. All international transfers and processing of Personal Data will at all times be subject to the requirements of this Section 7, and Innov8estate will continue to protect Personal Data to no less a standard than is required by the laws of the country from which the Personal Data is transferred.

8. DELETION OF DATA

8.1   Deletion of Data: Following expiration or termination of the Agreement, Innov8estate shall delete or return to Customer all Personal Data in Innov8estate's possession, as provided in the Agreement except to the extent Innov8estate is required by applicable law to retain some or all of the Personal Data (in which case Innov8estate shall implement reasonable measures to isolate the Personal Data from any further processing).

9. COOPERATION

9.1   Data Protection Requests. To the extent that Customer is unable to access the relevant Personal Data through the use of account management tools provided as part of the Services, Innov8estate shall co operate with Customer at Customer's expense to permit Customer to respond to any requests from individuals or applicable data protection authorities relating to the processing of Personal Data under the Agreement, including requests from individuals seeking to exercise their rights under EU Data Protection Law. If any such request is made directly to Innov8estate, Innov8estate shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If Innov8estate is required to respond to such a request, Innov8estate will promptly notify Customer and provide Customer with a copy of the request, unless legally prohibited from doing so.

9.2   Legal Disclosure Requests. If Innov8estate is required to disclose any Personal Data in response to a subpoena, court order, warrant, audit or agency action, Innov8estate will promptly notify Customer and provide Customer with a copy of the demand, unless legally prohibited from doing so.

9.3   DPIAs and Prior Consultations. To the extent Innov8estate is required under EU Data Protection Laws, Innov8estate will at Customer's expense provide reasonably requested information regarding the Services to enable Customer to carry out data protection impact assessments and prior consultations with data protection authorities as required by law.

10. GENERAL

10.1   Relationship with Agreement. Any claims brought under this DPA shall be subject to the terms and conditions of the Agreement, including but not LIMITED to the exclusions and limitations set forth in the Agreement. Any claims against Innov8estate or any of the Innov8estate Parties under this DPA shall be brought solely against the entity that is a party to the Agreement giving rise to such claim. In no event shall any party limit its liability under the Agreement with respect to any individual's data protection rights under this DPA or pursuant to applicable law.

10.2   Conflicts. In the event of any conflict between this DPA and any privacy-related provisions in the Agreement, the terms of this DPA shall prevail.

Signed on behalf of:
Innov8estate 'Trading name of PLP London Limited'
Signature:_____
Name (Print):_____
Position:_____
Date:_____

Signed on behalf of
Mountstreet LLP Limited
Signature:_____
Name (Print):_____
Position:_____
Date:_____

ANNEX A

DETAILS OF THE PROCESSING

Description of Customer:
The entity identified as "Customer" in Agreement. The Customer shall be transferring Personal Data to Innov8estate in connection with the Services (described below). Nature of Services provided by Innov8estate: Innov8estate provides Cloud Storage solutions and related services (referred to as "Services" in the Agreement) which process Personal Data upon the instruction of the Customer in accordance with the terms of the Agreement.

Type(s) of Personal Data processed:
Innov8estate may process the following types of Personal Data in connection with the Services:
Identification and contact data (name, address, title, contact details),
Financial information (credit card details, account details, payment information)
Employment details (employer, job title, geographic location, area of responsibility)
IT information (IP addresses, usage data, cookies data, location data)

Special categories of data (if applicable):

Not applicable

Categories of Data Subjects:

- Employees, agents, advisors, freelancers of Manager and/or Customer (who are natural persons)
- End-users authorized by Manager and/or Customer to use the Services
- Third party residents or tenants of Sites owned by Customer
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Nature of Processing Operations:

The objective of Processing of Personal Data by Innov8estate is the performance of the Services pursuant to the Agreement.