

**Exhibit to Order Form  
Information Privacy**

This Information Privacy Exhibit (the “**Exhibit**”) is incorporated into the Agreement between the CUBE entity identified in the Order Form (“**CUBE**”) and the Customer identified in the Order Form. This Exhibit sets forth the obligations of both parties during the Term of any Order Form regarding each party’s information privacy obligations. In the event of a conflict between this Exhibit and the Agreement, the terms and conditions of this Exhibit will apply.

**1**     Personal Data Types and Processing Purposes

- 1.1     The Customer and CUBE acknowledge that for the purpose of any applicable Data Protection Requirements, the Customer is the controller or entity with control of the Personal Data, and CUBE is the processor or service provider responsible for processing Personal Data on the Customer’s instructions.
- 1.2     The Customer retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Requirements, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to CUBE.
- 1.3     Annex A to this Exhibit describes the general Personal Data categories and Data Subject types CUBE may process in connection with this Agreement.

**2**     CUBE Obligations

- 2.1     CUBE will process the Personal Data to the extent, and in such a manner, as is necessary for the performance of this Agreement, or in accordance with the Customer’s written instructions.
- 2.2     CUBE will comply with any reasonable Customer request or instruction requiring CUBE to amend, transfer, or delete the Personal Data, or to stop, mitigate, or remedy any unauthorized processing of Personal Data.
- 2.3     CUBE will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Customer or this Exhibit specifically authorizes the disclosure, or if disclosure is required by any Applicable Law. If any such Applicable Law requires CUBE to process or disclose Personal Data, CUBE will notify the Customer of the legal requirement, unless the Applicable Law prohibits such notice.
- 2.4     CUBE will reasonably assist the Customer with meeting the Customer’s compliance obligations under the Data Protection Requirements, while also considering the nature of CUBE’s processing and the information available to CUBE. CUBE reserve the right to charge the Customer reasonable costs incurred by it in connection with this Section 2.4, including resourcing costs chargeable as Support Services under the Agreement.

**3**     Customer Obligations

- 3.1     The Customer must promptly notify CUBE of any changes to any Data Protection Requirements applicable to it which apply to the processing of Personal Data by CUBE.
- 3.2     The Customer acknowledges that CUBE is under no duty to investigate the completeness, accuracy, or sufficiency of any specific Customer instructions or the Personal Data provided to it by the Customer, other than as required under the Data Protection Requirements.
- 3.3     The Customer is responsible for ensuring that all Personal Data it provides to CUBE for processing on its behalf in connection with the Agreement has been collected lawfully in compliance with applicable Data Protection Requirements, and that all relevant Data Subjects have been provided with sufficient notice about CUBE’s processing of their Personal Data (including any necessary cross-border transfers of Personal Data pursuant to Section 8 below).

**4**     CUBE Personnel

- 4.1     CUBE will limit Personal Data access to those employees, independent contractors, personnel, or other agents who require Personal Data access to meet CUBE’s obligations under this Agreement.
- 4.2     CUBE will ensure that all employees, independent contractors, personnel, or other agents who have access to or are involved in processing Personal Data are obliged to keep the Personal Data confidential.

**5**     Security Measures

- 5.1     CUBE will implement the security measures set out in the Data Security Exhibit, to help preserve the integrity of any Personal Data it processes and to reduce the risk of any corruption or loss of the Personal Data.
- 5.2     The Customer agrees that the security measures set out in the Data Security Exhibit are appropriate to safeguard Personal Data against unauthorized or unlawful processing, access, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, unavailability, destruction, or damage.
- 5.3     CUBE will notify the Customer of any change to the security measures set out in the Data Security Exhibit which may materially decrease the overall security protection provided to Personal Data. Unless the Customer objects to any such change, that change will be implemented in accordance with the relevant timetable for implementation notified by CUBE.

- 6 Security Breach and Personal Data Loss
- 6.1 **"Security Breach"** means any act or omission that compromises the security, confidentiality, integrity, or availability of Personal Data or that compromises the physical, technical, administrative, or organizational safeguards put in place to protect it.
- 6.2 CUBE will promptly notify the Customer if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. Where practicable, CUBE may restore such Personal Data using any backups maintained in accordance with Clause 3.2 of the Agreement and CUBE's business continuity / disaster recovery plans referred to in Section 6 of the Data Security Exhibit.
- 6.3 Either party will without undue delay (and in any event within seventy-two (72) hours) notify the other party if it becomes aware of any Security Breach.
- 6.4 Immediately following any Security Breach, the parties will co-ordinate with each other to investigate the matter. CUBE will reasonably co-operate with the Customer in the Customer's handling of the matter, including by making available all relevant records, logs, files, data reporting, and other materials required to comply with any applicable Data Protection Requirements or any regulatory request or investigation.
- 6.5 CUBE will not inform any third party of any Security Breach without first obtaining the Customer's prior written consent, except when required by Applicable Laws.
- 6.6 CUBE agrees that the Customer has the sole right to determine:
- 6.6.1 whether to provide notice of the Security Breach to any Data Subjects, regulators, law enforcement agencies, or others, as required by Applicable Law or in the Customer's discretion, including the contents and delivery method of the notice; and
- 6.6.2 whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 6.7 The Customer will cover all of CUBE's reasonable expenses associated with the performance of the obligations under Sections 6.3 and 6.4, unless the Security Breach arose from CUBE's negligence, wilful default, or breach of this Exhibit, in which case CUBE will cover its own reasonable expenses.
- 7 Sub-processors
- 7.1 Annex A contains a list of all of the material third party sub-processors who are authorized to process the Personal Data on CUBE's behalf as required for the performance of this Agreement.
- 7.2 CUBE may only authorize an additional or replacement material third party sub-processor to process the Personal Data if:
- 7.2.1 the Customer is provided with an opportunity to object within five (5) days after CUBE supplies the Customer with notification of such additional or replacement sub-processor;
- 7.2.2 CUBE enters into a written contract with the sub-processor that contains terms substantially the same as those set out in this Exhibit; and
- 7.2.3 CUBE maintains control over all Personal Data it entrusts to the sub-processor.
- 7.3 For the purposes of Section 7.2.1:
- 7.3.1 Customer agrees that it will subscribe to any mailing list or similar mechanism to keep informed about changes to the list of third party sub-processors maintained by CUBE if/as made available to Customer, which for the sake of clarity, may include a trust center portal or similar. Customer acknowledges that it is their responsibility to subscribe using correct contact details, and that CUBE shall not be liable for any failure by the Customer to subscribe or for any updates sent to the mailing list but not received by the Customer; and
- 7.3.2 Any objection made under Section 7.2.1 may necessitate a change to the Agreement which shall be documented and agreed in accordance with Clause 14.4.
- 7.4 CUBE remains liable to the Customer for any processing of Personal Data by an authorized sub-processor.
- 8 Cross-Border Transfers of Personal Data
- 8.1 Annex A contains a list of all of the countries where CUBE may receive, access, transfer, or store Personal Data.
- 8.2 CUBE shall be responsible for ensuring that any cross-border Personal Data flows between itself and its sub-processors authorized under Section 7 of this Exhibit comply with the requirements of all applicable Data Protection Requirements.
- 8.3 If any Data Protection Requirements applicable to the Customer restrict any cross-border Personal Data transfers from the Customer to CUBE, the Customer shall be responsible for implementing a valid cross-border transfer mechanism to facilitate any cross-border transfers of Personal Data to CUBE.
- 8.4 CUBE shall comply with any reasonable instructions from the Customer in relation to any cross-border transfer mechanism to be implemented by the Customer pursuant to Section 8.3, as necessary to legitimize the transfer, including implementing any needed supplementary measures.
- 9 Complaints and Data Subject Rights Requests
- 9.1 CUBE must notify the Customer if it receives any complaint, notice, or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Requirements.
- 9.2 CUBE must notify the Customer without undue delay if it receives a request from a Data Subject for access to their Personal Data or similar request to exercise one of the Data Subject's personal data rights.

- 9.3 The parties agree that the Customer shall be responsible for responding to any complaint, notice, communication or Data Subject request received by CUBE pursuant to Sections 9.1 or 9.2. CUBE will provide reasonable assistance to the Customer in responding to any complaint, notice, communication, or Data Subject request.
- 10 Records and Audit
- 10.1 CUBE will keep appropriate records of any processing of Personal Data it carries out for the Customer.
- 10.2 Upon the Customer's written request, CUBE will make available to the Customer all information necessary to demonstrate compliance with this Exhibit, and allow for and contribute to audits (including inspections) conducted by the Customer or another auditor mandated by the Customers, provided always that:
- 10.2.1 the Customer shall conduct no more than one (1) audit per calendar year;
- 10.2.2 the Customer shall provide not less than thirty (30) days' notice of any audit;
- 10.2.3 the Customer shall ensure that the conduct of the audit does not unreasonably disrupt CUBE or the performance of the Agreement;
- 10.2.4 all costs incurred by CUBE in connection with any audit shall be payable by the Customer;
- 10.2.5 the Customer shall be entitled to access CUBE's records referred to in Section 10.1 above and any third party assessments referred to in Section 2 of the Data Security Exhibit for desktop or remote online review only. The Customer shall treat all such records and assessments as CUBE Confidential Information under this Agreement; and
- 10.2.6 CUBE shall only be obligated to provide access to its personnel, premises or systems when compelled to do so by any regulator or order from a court with competent jurisdiction.
- 10.3 CUBE shall notify the Customer if it considers that any audit instructed by the Customer under Section 10.2 above may infringe the requirements of applicable Data Protection Regulations.
- 11 Warranties
- 11.1 The Customer warrants and represents that:
- 11.1.1 all Personal Data it provides to CUBE is accurate and complete in all respects, and has been collected lawfully in accordance with applicable Data Protection Requirements;
- 11.1.2 Data Subjects have been provided with sufficient information about the processing of their Personal Data by CUBE;
- 11.1.3 any cross-border transfer mechanisms as necessary to enable to the lawful transfer of Personal Data from the Customer to Cube have been validly implemented; and
- 11.1.4 CUBE's expected use of the Personal Data for the performance of this Agreement and as instructed by the Customer will comply with all Data Protection Requirements.
- 12 Term and Termination
- 12.1 This Exhibit will remain in full force and effect so long as:
- 12.1.1 the Agreement remains in effect; or
- 12.1.2 CUBE retains any Personal Data related to the Agreement in its possession or control ("**Data Retention Period**").
- 12.2 If a change in any Data Protection Requirement notified by the Customer to CUBE pursuant to Section 3.1 above prevents, or if a change in either party's circumstances prevents, either party from fulfilling all or part of its obligations under this Exhibit, the parties will suspend the processing of Personal Data until that processing complies with the requirements. Any subsequent changes to the Agreement required shall be documented and agreed in accordance with Clause 14.4.
- 13 Data Return and Destruction
- 13.1 On reasonable request, CUBE will give the Customer a copy of, or access to, the Customer's Personal Data in its possession or control, in the format and on the media reasonably specified by the Customer.
- 13.2 On termination of the Agreement for any reason or expiry of its Data Retention Period, CUBE will securely destroy or, if directed in writing by the Customer, return and not retain, the Personal Data related to this agreement in its possession or control, except for one copy that it may retain and use for six (6) years for audit purposes only.
- 14 Notice
- 14.1 Any notice or other communication given to a party under or in connection with this Exhibit must be in accordance with Clause 14.12 of the Agreement.

**ANNEX A**  
**Personal Data Processing Purposes and Details**

**Data Processing Purposes:** CUBE may process Personal Data as necessary to enable the provision of the Subscribed Services under this Agreement.

**Personal Data Categories:** Names, professional contact details, usernames and passwords, log data and other technical data gathered from individual use of the Subscribed Services.

**Data Subject Types:** Personnel of the Customer authorised to access and use the Subscribed Services.

**Processing Duration:** CUBE shall process Personal Data for the duration of this Agreement, except where instructed otherwise by the Customer.

**Table of sub-processors:**

Name of Sub contractor	Applicable Service(s)	Cube	Services	Location(s)	Cross Border Transfer Mechanisms (if applicable)
<b>On-Prem Data Centres and Cloud Hosting Providers</b>					
Datum Datacentres Limited	Enterprise		Data Centre services	UK (Farnborough, England)	N/A
Vantage Data Centres UK Limited	Enterprise		Data Centre services	UK (Newport, Wales)	NA
Microsoft Azure for Cloud Services	All apart from Enterprise		Cloud hosting services	Intel – UK, EU North RegRoom - US Oden - US East Hub AI – UK, EU North	Adequacy and Standard Contractual Clauses
<b>Cube Group Entities</b>					
CUBE Group Companies – as set out <a href="#">here</a> .	All		Providing technical and operational support to customers.	Various as set out <a href="#">here</a> .	Intra-Group Data Transfer Agreement incorporating EU Standard Contractual Clauses and UK International Data Transfer Addendum