



RoamingExpert
Global Marine Connectivity Solutions

DATA PROTECTION

PART A

1. For the purposes of this Schedule:

a. Data Protection Laws means any applicable law relating to the processing of Personal Data, as applicable to either party or the Services, including:

i. all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426)

ii) the Directive 95/46/EC (Data Protection Directive) or the GDPR;

ii. any laws which implement such laws;

iii. any laws that replace, extend, re-enact, consolidate or amend any of the laws stated in (i) and (ii) above;

iv. all guidance, codes of practice and codes of conduct issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (whether legally binding or not).

b. GDPR means the General Data Protection Regulation (EU) 2016/679;

c. Protected Data means Personal Data received from or on behalf of the Customer, that relates to an identified or identifiable User obtained in connection with the Services ;

d. Sub-processor means any agent, subcontractor or any other third party engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data; and

e. UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

f. User means an end user of the Services.

The terms "Controller","Data Subject","International Organisation","Member State","Personal Data","Personal

Data Breach","Processor","Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR.

Compliance with data protection laws

2. The parties agree that the Customer is a Controller and the Supplier is a Processor for the processing of Protected Data pursuant to this Agreement.
3. The Customer shall comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services.
4. The Supplier shall, and shall ensure its Sub-Processors and each of the Supplier personnel shall comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services.
5. Nothing in this Agreement relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.