29.9.1. the Customer determines that the processing is not occasional;

29.9.2. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

29.9.3. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

29.10. The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.

29.11. The Supplier shall designate a data protection officer if required and use its reasonable endeavours to assist the Customer to comply with any obligations under the Data Protection Legislation.

29.12. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:

29.12.1. notify the Customer in writing of the intended Sub-processor and processing;

29.12.2. obtain the written consent of the Customer;

29.12.3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 29.12 such that they apply to the Sub-processor; and

29.12.4. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

29.13. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

29.14. The Supplier may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

29.15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

29.16. The Supplier will not cause the Customer to breach any of the Customer's obligations under the Data Protection Legislation, to the extent the Supplier is aware (or ought reasonably to have been aware), that the same would be a breach of such obligations. It will not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission under Article 25(6) of Directive 95/46/EC without Approval from the Customer.

29.17. The Supplier will use the latest versions of anti-virus definitions and software available