

Data Protection

(a) In this Addendum, the following definitions shall apply: **“Applicable Laws”** means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; **Data Protection Legislation** means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); **“Domestic UK Law”** means the UK Data Protection Legislation and any other law that applies in the UK; **“Sub-Processor”** means any agent, subcontractor or other third party (excluding its employees) engaged by the Service Provider for carrying out any processing activities on behalf of the Customer in respect of the Personal Data; **“UK Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and **Controller**, **“Processor”**, **“Data Subject”**, **“Personal Data”**, **“Personal Data Breach”**, **“processing”** and **“appropriate technical and organisational measures”** shall bear the meanings given in the Data Protection Legislation.

(b) Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition (b) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

(c) The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Service Provider is the Processor.

(d) Without prejudice to the generality of Addendum, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Service Provider for the duration and purposes of the Contract.

(e) Without prejudice to the generality of Condition (b), the Service Provider shall, in relation to any Personal Data processed in connection with the performance by the Service Provider of its obligations under the Contract: (i) process that Personal Data only on the documented written instructions of the Customer unless the Service Provider is required by Applicable Laws to otherwise process that Personal Data. Where the Service Provider is relying on Applicable Laws as the basis for processing Personal Data, the Service Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Service Provider from so notifying the Customer; (ii) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures; (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; (iv) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: the Customer or the Service Provider has provided appropriate safeguards in relation to the transfer; the data subject has enforceable rights and effective legal remedies; the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and the Service Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data; (v) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (vi) notify the Customer without undue delay on becoming aware of a Personal Data Breach; (vii) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the Personal Data; and (viii) maintain complete and accurate records and information to demonstrate its compliance with this Addendum.

(f) The Service Provider shall: (i) not permit any processing of Personal Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Personal Data) without the prior written authorisation of the Customer; (ii) prior to the relevant Sub-Processor carrying out any processing activities in respect of the Personal Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this Addendum that is enforceable by the Service Provider and ensure each such Sub-Processor complies with all such obligations; and (iii) remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own.

(g) Either party may, at any time on not less than 30 days' notice, revise this Addendum 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 replaced by attachment to the Contract).