

Data Processing Agreement

Last updated: 11th Nov 2024 | Revision 5

1. For the purposes of this Data Processing Agreement ("DPA"):
 - 1.1. "Data Privacy Laws" means all applicable laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals, including, without limitation, the GDPR (Regulation 2016/679), the Data Protection Act 2018, the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Privacy and Electronic Communication (EC Directive) Regulations 2003, the California Privacy Rights Act 2018, the Privacy Act 1988 (Cth) including the Australian Privacy Principles, and all and any regulations made under those acts or regulations, all as amended or replaced from time to time;
 - 1.2. "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing" (and "process" and "processed"), "Supervisory Authority" shall be construed accordingly and unless contrary to such meaning will include the collection, storage, use, transfer, disclosure and any other handling or processing of personal data), and "Processor" have the respective meanings given under the UK GDPR or meanings given by corresponding terms in other applicable Data Privacy Laws from time to time;
 - 1.3. "Client Personal Data" means any Personal Data processed by the Company on behalf of the Client under or pursuant to the Agreement as more particularly described in Schedule 1 to this DPA. For the avoidance of doubt, the Client shall not upload to the Software or provide to the Company any data subject to Health Insurance Portability and Accountability Act (HIPAA), International Traffic in Arms Regulations (ITAR) or children's data unless this has been agreed in writing and a separate data processing agreement or Business Associate Agreement ("BAA") has been executed by the Parties; and
 - 1.4. "Restricted Transfer" means a transfer of Client Personal Data which is undergoing processing or which is intended to be processed after transfer, to a country or territory to which such transfer is prohibited or subject to a requirement to take additional steps to adequately protect the Client Personal Data for the transfer to be lawful under the Data Privacy Laws.
2. The servers required to provide the Hosting services to the Client are managed by the Company, the applicable geographical region of the same will be detailed on the Order Form.
3. Both Parties shall comply with their respective obligations under the applicable Data Privacy Laws in relation to the Processing of Client Personal Data while carrying out their respective obligations under the Agreement.
4. The Company acknowledges and accepts that it is the Client's Processor. The Company shall only Process Client Personal Data on documented instructions from the Client, unless the Company or its relevant sub-processor is required to process Client Personal Data to comply with domestic law to which the Company is subject, in which case the Company will notify the Client of such legal requirement prior to such processing unless such law prohibits notice to the Client on public interest grounds. The Client hereby instructs the Company to process the Client Personal Data:
 - 4.1. for the purpose of performing its obligations under the Agreement;
 - 4.2. for such other purposes, as may be instructed by or agreed with the Client or as otherwise notified by the Client in writing from time to time; and
 - 4.3. in accordance with the Data Privacy Laws.
5. The Company shall:
 - 5.1. without prejudice to clause 1.4, inform the Client without undue delay if, in its reasonable opinion, any instruction received from the Client infringes any Data Privacy Laws;

- 5.2. not appoint any sub-processor without the prior written consent of Client, not to be unreasonably withheld or delayed, and consent is expressly given in respect of those suppliers of the Company given in the Order Form and the Company's privacy policy. The Company will inform the Client of any intended changes concerning the addition or replacement of sub-processors 14 calendar days prior to such change coming into effect, thereby giving the Client the opportunity to object to such changes. If the Client objects to any sub-processor, then either the Company will not appoint the sub-processor or the Company may elect to suspend or terminate this DPA and/or any Agreement upon written notice to the Client. The Company shall ensure an agreement is entered into with the relevant sub-processor which meets the requirements of Data Privacy Laws and which imposes on the sub-processor materially the same obligations in respect of Processing of Client Personal Data as are imposed on the Company under the Agreement. The Company shall remain fully liable to Client for any acts or omissions of the sub-processor where processing on behalf the Company under this agreement;
- 5.3. without undue delay notify the Client if it should become aware of any reportable Personal Data Breach;
- 5.4. assist the Client (at the Client's cost) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the UK GDPR, taking into account the nature of Processing and the information available to the Processor;
- 5.5. taking into account the state of the art and the costs of implementation, implement appropriate technical and organisational measures;
- 5.6. ensuring that reasonable security measures to protect the Client Data from misuse, interference, loss and from unauthorised access, modification and disclosure are in place;
- 5.7. not otherwise modify, amend, remove or alter the contents of any Client Data comprising Personal Data;
- 5.8. ensure that persons authorised to Process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 5.9. without prejudice to any other rights that the Client may have under the Agreement, upon request Company shall make available to the Client information relating to its obligations and compliance thereof with the Data Privacy Laws. The Client may request at its cost an on-site audit or inspection at the Company's premises relating to the Company's compliance with obligations under Data Privacy Laws and this DPA, provided that the Client gives the Company 30 days prior written notice of each such audit. The Client shall reimburse the Company for the costs of its staff in respect of any time expended by the Company for any such audit. Before the commencement of any on-site audit, the Parties shall mutually agree on the scope, timing, and duration of the audit in addition to the reimbursement rate for which the Client shall be responsible;
- 5.10. at the option of the Client, delete or return to the Client all Client Personal Data after the end of the provision of Services relating to processing, and delete any remaining copies. The Company will be entitled to retain any Client Personal Data which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting, taxation or record keeping purposes, not do or omit to do anything which causes the Client to breach any Data Privacy Laws; and
- 5.11. provide the Client (at the Client's cost) with reasonable assistance in complying with any requests by Data Subjects exercising their rights under the Data Privacy Laws (each a "Data Subject Request") or communicating with the Information Commissioner's Office ("ICO") or relevant supervisory authority in relation to the Processing of Personal Data ("Supervisory Authority Correspondence").
6. The Company may make a Restricted Transfer if it demonstrates or implements an appropriate safeguard for that Restricted Transfer in accordance with the applicable Data Privacy Laws. Such appropriate safeguards may include:
 - 6.1. an appropriate safeguard as directed by the Client, as determined by the Client in accordance with Data Privacy Laws;
 - 6.2. that the country or territory to which the Restricted Transfer is to be made ensures an adequate level of protection for processing of Personal Data pursuant to adequacy regulations made in accordance with Data Privacy Laws; or
 - 6.3. an appropriate safeguard provided by the Company in accordance with Data Privacy Laws, in which case the Client will execute any documents (including data transfer agreements containing the standard contractual clauses for the

transfer of personal data to Processors established in third countries) relating to that Restricted Transfer which the Company requires it to execute from time to time; or

- 6.4. where the Client and/or the Client Data are subject to the Australian Privacy Act 1988 (Cth), the Company requires the recipient of the Restricted Transfer to comply with the Australian Privacy Principles (other than Australia Privacy Principle 1) as set out in the Privacy Act 1988 (Cth).
- 7. Nothing in the Agreement shall be construed as preventing a Party from taking such steps as are necessary to comply with its own obligations under the applicable Data Privacy Laws and this Clause.
- 8. The Company may process Personal Data on the Client's behalf for the purposes of fulfilling its obligations under the Agreement. For the avoidance of doubt, the Company only processes Client Data if the Client has purchased Hosting or SaaS. If the Client's Software is On-Premise, then the Company will not have access to Client Data without the Client's consent.
- 9. The Company may utilise anonymous usage statistics and performance metrics derived from the Software and/or Services to improve and administer the Software and/or Service for the Company's internal use and other lawful purposes. Nothing herein shall be interpreted as prohibiting the Company from utilising the aggregated statistics for the purposes of operating the Company's business, provided that the Company's use of aggregated statistical data shall be at all times based on anonymised data and will not reveal the identity, whether directly or indirectly, of the Client, any User or any specific data entered by the Client or any User into the Software and/or Service.

IN WITNESS WHEREOF, the Parties have caused this Data Processing Agreement to be executed by their duly authorised representatives as of the last date of execution below.

SIGNED

for and on behalf of _____ (the Company)

Name:

Position:

Date:

Sign _____

SIGNED

for and on behalf of _____ (the Client)

Name:

Position:

Date:

Sign _____

Schedule 1 – Details of Processing of Data

The below information is provided in addition to any information that may be contained in other supporting documentation such as the MSSA, the Order Form, any side letter or addendum that may be required in certain circumstances. This information gives an overarching view that is not a definitive or exhaustive list.

Subject matter of processing	Processing of Personal Data for the provision of the applicable Software and/or Services which may include employees, representatives and agents of the Client and data subjects of the Client.
Duration of processing	For the period as set out in the Order Form, MSSA or other supporting documents or until the date of termination.
Nature of processing	Hosting Ideagen products, including SaaS.
Purpose of processing	To provide the applicable Software and/or Services and fulfil the requirements of the MSSA and/or Agreement.
Type of Personal Data	<p>All Client Personal Data processed by Company includes but is not limited to the following;</p> <ul style="list-style-type: none"> • Contact information, such as first and last names, job title, email address and telephone number; • Financial information, such as bank account and payment card details; • Device and browser information, such as network and connection information (including internet service provider and Internet Protocol (IP) addresses), device and browser identifiers and information (including device, application or browser type, version, plug-in type and version, operating system, user agent, language and time zone settings and other technical information), advertising identifiers, cookie identifiers and information and similar data; • Account information, such as security-related information (including usernames, passwords and authentication methods); • Usage information and browsing history, such as usage metrics, log files, content interactions and user journey history (including page navigations, a list of URLs starting with a referring site, timestamps, content viewed or searched for and other data relating to the Client's activity on the website); • Organisational information, location, status within an organisation, and similar data; and • Any additional applicable information disclosed by the Client.
Categories of Data Subject	<p>Categories of Data Subjects processed can include the following however, this is dependant upon the Client's intended and actual use of the Software and/or Services;</p> <ul style="list-style-type: none"> • Users • Customers • Third-parties