Complyance Data Processing Addendum v1.0

PARTIES AND EXECUTION	
Entity details: Subscriber (as defined in the Subscription Agreement)	Entity details: Licenser (as described in the Subscription Agreement)

VARIABLES		
Parties' relationship	Controller to Processor	
Parties' roles	Subscriber will act as the Controller (and for CCPA purposes, a Business) (as defined in Section 1 of the Terms and Conditions) Licenser will act as the Processor (and for CCPA purposes, a Service Provider) (as defined in Section 1 of the Terms and Conditions)	
Contacts	Controller	Processor
	The contact specified on the Order Form of the Subscription Agreement	The contact specified on the Order Form of the Subscription Agreement
Subscription Agreement	The Subscription Agreement to which this DPA is attached	
Term	This DPA will commence on the final date of signature of the Subscription Agreement to which it is attached, and will continue for 30 days after the end of the Subscription Agreement to which it is attached	
Breach Notification Period	Without undue delay after becoming aware of a personal data breach	
Sub-processor Notification Period	10 days before the new sub-processor is granted access to Personal Data	
Governing Law and Jurisdiction	England & Wales	
Data Protection Laws	All laws, regulations and court orders which apply to the processing of Personal Data in: • the European Economic Area (**EEA**) • the United Kingdom (**UK**) • the United States (**US**)	
Services related to processing	The provision of the Services as defined in the Subscription Agreement	
Duration of processing	For the Term of this DPA	
Nature and purpose of processing	Personal data processing activities include the storage and management of Personal Data in order for Licenser to provide its services as described in the Subscription Agreement	
Personal Data	Full name, email address, and other personal data which may be provided by Subscriber from time to time	
Data subjects	The individuals whose Personal Data will be processed are determined by the Subscriber, and may include: the Subscriber's employees, and other	

	subjects for whom data may be provided by the Subscriber from time to time
Transfer Mechanism	Standard Contractual Clauses approved by the European Commission Decision of 4 June 2021 (as amended from time to time), for the transfer of personal data from the EEA or adequate country to a third country International Data Transfer Addendum issued by the Information Commissioner's Office under Section 119A of the Data Protection Act 2018, effective from 21 March 2022

ANNEX 1	
Security measures. Technical and organisational measures to ensure the security of Personal Data	See link here

ANNEX 2	
Sub-processors. Current sub-processors	See link here

TERMS

1. What is this agreement about?

1.1 **Purpose**. The parties are entering into this Data Processing Agreement (**DPA**) for the purpose of processing Personal Data (as defined above).

1.2 **Definitions.** Under this DPA:

(a) **adequate country** means a country or territory that is recognised under Data Protection Laws from time to time as providing adequate protection for processing Personal Data,

(b) **Controller**, **data subject**, **personal data breach**, **process/processing, Processor** and **supervisory authority** have the same meanings as in the Data Protection Laws, and

(c) **Business** and **Service Provider** have the same meanings as in the CCPA/CPRA

2. What are each party's obligations?

2.1 **Controller obligations.** Controller instructs Processor to process Personal Data in accordance with this DPA, and is responsible for providing all notices and obtaining all consents, licences and legal bases required to allow Processor to process Personal Data.

2.2 **Processor obligations.** Processor will:

(a) only process Personal Data in accordance with this DPA and Controller's instructions (unless legally required to do otherwise),

(b) not sell, retain or use any Personal Data for any purpose other than as permitted by this DPA and the Subscription Agreement,

(c) inform Controller immediately if (in its opinion) any instructions infringe Data Protection Laws,

(d) use the technical and organisational measures described in Annex 1 when processing Personal Data to ensure a level of security appropriate to the risk involved,

(e) notify Controller of a personal data breach within the Breach Notification Period and provide assistance to Controller as required under Data Protection Laws in responding to it,

(f) ensure that anyone authorised to process Personal Data is committed to confidentiality obligations,

(g) without undue delay, provide Controller with reasonable assistance with:

(i) data protection impact assessments,

(ii) responses to data subjects' requests to exercise their rights under Data Protection Laws, and

(iii) engagement with supervisory authorities,

(h) if requested, provide Controller with information necessary to demonstrate its compliance with obligations under Data Protection Laws and this DPA,

(i) allow for audits at Controller's reasonable request, provided that audits are limited to once a year and during business hours except in the event of a personal data breach, and

(j) return Personal Data upon Controller's written request or delete Personal Data by the end of the Term, unless retention is legally required.

2.3 **Warranties**. The parties warrant that they and any staff and/or subcontractors will comply with their respective obligations under Data Protection Laws for the Term.

3. Sub-processing

3.1 **Use of sub-processors.** Controller authorises Processor engage other processors (referred to in this section as **sub-processors**) when processing Personal Data. Processor's existing sub-processors are listed in Annex 2.

3.2 **Sub-processor requirements.** Processor will:

(a) require its sub-processors to comply with equivalent terms as Processor's obligations in this DPA,

(b) ensure appropriate safeguards are in place before internationally transferring Personal Data to its sub-processor, and

(c) be liable for any acts, errors or omissions of its sub-processors as if they were a party to this DPA.

3.3 **Approvals.** Processor may appoint new sub-processors provided that they notify Controller in accordance with the Sub-processor Notification Period.

3.4 **Objections.** Controller may reasonably object in writing to any future sub-processor. If the parties cannot agree on a solution within a reasonable time, either party may terminate this DPA.

4. International personal data transfers

4.1 **Instructions.** Processor will transfer Personal Data outside the UK, the EEA or an adequate country only on documented instructions from Controller, unless otherwise required by law.

4.2 **Transfer mechanism.** Where a party is located outside the UK, the EEA or an adequate country and receives Personal Data:

(a) that party will act as the **data importer**,

(b) the other party is the **data exporter**, and

(c) the relevant Transfer Mechanism will apply.

4.3 **Additional measures.** If the Transfer Mechanism is insufficient to safeguard the transferred Personal Data, the data importer will promptly implement supplementary measures to ensure Personal Data is protected to the same standard as required under Data Protection Laws.

4.4 **Disclosures.** Subject to terms of the relevant Transfer Mechanism, if the data importer receives a request from a public authority to access Personal Data, it will (if legally allowed):

(a) challenge the request and promptly notify the data exporter about it, and

(b) only disclose to the public authority the minimum amount of Personal Data required and keep a record of the disclosure.

5. Other important information

5.1 **Survival.** Any provision of this DPA which is intended to survive the Term will remain in full force.

5.2 **Order of precedence.** In case of a conflict between this DPA and other relevant agreements, they will take priority in this order:

(a) Transfer Mechanism,

(b) DPA,

(c) Subscription Agreement.

5.3 **Notices.** Formal notices under this DPA must be in writing and sent to the Contact on the DPA's front page as may be updated by a party to the other in writing.

5.4 **Third parties.** Except for affiliates, no one other than a party to this DPA has the right to enforce any of its terms.

5.5 **Entire agreement.** This DPA supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and neither party has relied on any statement or representation of any person in entering into this DPA.

5.6 **Amendments.** Any amendments to this DPA must be agreed in writing.

5.7 **Assignment.** Neither party can assign this DPA to anyone else without the other party's consent.

5.8 **Waiver.** If a party fails to enforce a right under this DPA, that is not a waiver of that right at any time.

5.9 **Governing law and jurisdiction.** The Governing Law applies to this DPA and all disputes will only be litigated in the courts of the Jurisdiction.