

SupportWorks Maintained Customers GDPR Addendum Agreement

This Agreement is made pursuant to the existing contract between Hornbill Service Management Limited a company incorporated in England and Wales (registered no. 3033585) whose principal place of business is Odyssey Business Park – Apollo, West End Road, Ruislip, HA4 6QD (“Hornbill”) and the Customer whose details are set out below.

PRIMARY CONTACT DETAILS

Full Legal Name (“Customer”)

Address Line 1

Address Line 2

Town

County

Post Code

Country

Contact Name

Contact Email

If you are in the EEA, you may address privacy-related inquiries to our EU representative pursuant to Article 27 GDPR:

EU-REP.Global GmbH, Attn: Hornbill, Hopfenstr. 1d, 24114 Kiel, Germany
hornbill@eu-rep.global
www.eu-rep.global

DEFINITIONS

Agreement: this addendum agreement;

Controller, Processor, Processing, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR;

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by Hornbill under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA to the extent that it relates to Processing of Personal Data and privacy; and (iii) all applicable Law about the Processing of Personal Data and privacy;

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

DPA: Data Protection Act 1998 and any legislation amending, replacing and/or superseding such act;

EEA: European Economic Area;

GDPR: the General Data Protection Regulation (*Regulation (EU) 2016/679*);

Hornbill Personnel: means all directors, officers, employees, agents, consultants and contractors of Hornbill and/or of any sub-contractor engaged in the performance of its obligations under this Agreement;

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which Hornbill is bound to comply;

LED: Law Enforcement Directive (*Directive (EU) 2016/680*);

Party: a Party to this Agreement;

Protected Data: means Personal Data received from or on behalf of the Customer, or otherwise obtained in connection with the performance of Hornbill's obligations under the Terms of Service;

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by it;

Sub-processor: any third Party appointed to perform Processing of Personal Data on behalf of Hornbill in relation to this Agreement;

Terms of Service: refers to the Support and Maintenance Agreement most recently signed by the Customer and Hornbill. Any terms defined in the Support and Maintenance Agreement shall take the same meaning in this Agreement.

GDPR AGREEMENT

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Hornbill is the Processor. The only Processing that Hornbill is authorised to do is listed in Schedule 1 by the Customer and may not be determined by Hornbill.
- 1.2 Hornbill shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.3 Hornbill shall, in relation to any Personal Data processed in connection with its obligations under the existing contract:
 - (a) unless Hornbill is required to do otherwise by Law, process that Personal Data only in accordance with Schedule 1 as updated from time to time by written agreement of the parties. If it is so required Hornbill shall promptly notify the Customer before processing the Personal Data unless prohibited by Law; and
 - (b) implement and maintain at its cost and expense Protective Measures as set out in Schedule 2, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected; and
 - (ii) harm that might result from a Data Loss Event; and
 - (iii) state of technological development.

The Protective Measures set out in Schedule 2 may be changed from time to time by Hornbill where such changes are required by best practice, changing technological requirements, to protect against security weaknesses or other such situations that in the reasonable opinion of Hornbill are required to ensure

the Protective Measures remain effective. The Customer will be notified when a change is made to the Protective Measures; and

- (c) ensure that:
 - (i) Hornbill Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Hornbill Personnel who have access to the Personal Data and ensure that they:
 - (A) have received adequate training on and comply with Hornbill's duties under this Agreement; and
 - (B) are in relation to Personal Data subject to a legally binding confidentiality undertaking with Hornbill or any Sub-processor; and
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (d) not transfer Personal Data outside of the EEA or such third countries as the European Commission may from time to time designate unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or Hornbill has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer; and
 - (ii) the Data Subject has enforceable rights and effective legal remedies; and
 - (iii) Hornbill complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) Hornbill complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.
- (e) at the written direction of the Customer, securely delete or securely return Personal Data (and any copies of it) to the Customer on termination of the Support Services unless Hornbill is required by Law to retain the Personal Data.

1.4 Subject to clause 1.6, Hornbill shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request); or
- (b) receives a request to rectify, block or erase any Personal Data; or
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this

Agreement; or

- (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.5 Hornbill's obligation to notify under clause 1.4 shall include the provision of further information to the Customer in phases, as details become available.
- 1.6 Taking into account the nature of the Processing, Hornbill shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.4 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request; and
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation; and
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject; and
 - (d) assistance as requested by the Customer following any Data Loss Event; and
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.7 Hornbill shall maintain complete accurate and up to date records of all categories of Processing activities carried out on behalf of Customer as required by Data Protection Legislation and information to demonstrate its compliance with this Agreement.
- 1.8 Hornbill shall make available to the Customer on request in a timely manner (and in any event within ten working days) copies of the records under clause 1.7 and such other information as the Customer reasonably requires to demonstrate Hornbill's compliance with its obligations under Data Protection Legislation and this Agreement
- 1.9 Hornbill shall allow for audits of its Processing activity by the Customer or the Customer's designated auditor and the Customer shall re-imburse Hornbill its reasonable costs at its normal hourly consultancy rate.
- 1.10 Before allowing any Sub-processor to begin Processing any Personal Data related to this Agreement, Hornbill must:
- (a) notify the Customer in writing of the intended Sub-processor and Processing; and
 - (b) obtain the written consent of the Customer; and
 - (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Agreement such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

Hornbill has provided a list of its Sub-processors at the date of signing this Agreement in Schedule 3 and by signing this Agreement the customer is giving its written consent to those Sub-processors Processing Personal Data in accordance with Schedule 1 subject always to the Protective Measures set out in Schedule 2.

- 1.11 Hornbill shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.12 Hornbill shall indemnify or keep indemnified the Customer and vice versa against all losses, claims, damages, liabilities, costs and expenses (including reasonable legal costs) incurred by it in respect of any breach of Data Protection Legislation.
- 1.13 This Agreement shall replace any clause or clauses in the Terms of Service that relate to the DPA and "Data", "Processing", "Personal Data", "Sensitive Personal Data" and "Information Commissioner" as set out in the Data Protection Act.
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. Hornbill may on not less than 30 working days' notice to the Customer amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

SIGNED by the parties

Signed on behalf of Hornbill	Signed on behalf of the Customer
Signature	Signature
Print name	Print name
Title	Title
Date	Date

SCHEDULE 1

Processing, Personal Data and Data Subjects

1. Hornbill shall comply with any further written instructions with respect to processing by the Customer.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the Processing	The subject of the Processing shall be for the purpose of investigating and resolving customer incidents and issues relating to Supportworks whereby a valid Support Agreement is in place.
Duration of the Processing	Processing will take place until the Support Services are terminated. Hornbill may process the data after the Termination Date only as required to comply with clause 1.3(e) of this Agreement.
Nature and purposes of the Processing	<p>From time-to-time, in order to progress the investigation of a customer issue, it is required that certain diagnostic assets are reviewed by Hornbill Personnel. This may include, but is not limited to, log files and crash dumps. Such diagnostic assets can contain personal information. The processing of this information would normally require customers handover such assets to an approved Hornbill Support representative. Hornbill does not provide such information to third-parties not otherwise listed as Sub-processors within the Hornbill Group. Hornbill Personnel may also conduct investigations in conjunction with customers through remote sessions. If sessions are recorded, then this will be declared at the time of the session.</p> <p>In addition to support, Hornbill Personnel may also have access to customer's data whilst working directly on a customer's system during a Professional Services engagement. In such instances, customer data containing personal information is not transferred or copied.</p>
Type of Personal Data	<ul style="list-style-type: none"> Personal details (including name, address, date of birth, NI number, telephone number) Family, lifestyle and social circumstances Education and training details Employment details Financial details Goods or services provided Racial or ethnic origin Political opinions Trade union membership Physical or mental health or condition Sexual Life Offences (including alleged offences) Criminal proceedings, outcomes and sentences

Protective Measures

- The Board of Directors and senior management of Hornbill are committed to preserving the confidentiality, integrity and availability of customer data processed by the company. Customer data is only accessible to those authorised to access it and all employees, sub-contractors, project consultants and any other external parties are made aware of their responsibilities to preserve information security, to report security breaches, and to act in accordance with security policies whilst doing so. The consequences of security policy violations are described in Hornbill's disciplinary processes contained within the HR policy. All receive information security awareness training and specialist employees will receive appropriately focused training as required to meet Hornbill's business, contractual, and regulatory requirements and obligations.
- Hornbill is committed to compliance with all national and, where appropriate, international laws relating to the protection of Personal Data and individual privacy (including GDPR); this policy applies to all Personal Data Processed by Hornbill. Hornbill continuously reviews and audits operations and security arrangements to ensure Personal Data is processed appropriately by authorised Hornbill Personnel.
- Hornbill maintains rigorous policies in respect to mobile security and requires mobile devices (laptops, mobile computers, PDAs, mobile phones, USB sticks and other similar memory devices) to have: (i) password protection, (ii) where appropriate/possible and to be encrypted, (iii) the most recent operating system and application security-related patches, fixes and updates installed. Hornbill also requires notebook computers are physically protected against theft and damage while in transit, in storage or in use and that, in cases of loss or theft this is reported immediately. Furthermore, Hornbill ensures users are appropriately trained, understand and can carry out their agreed security obligations.
- Hornbill undertakes vetting of Hornbill Personnel with access to Personal Data in line with its current published operating procedures and subject to applicable law(s).
- Employees, with access to Personal Data, are provided with and sign a contract of employment which includes a confidentiality agreement covering the various responsibilities and actions required of signatories in order to avoid unauthorized information disclosure, the permitted use of the information, the signatories' rights in respect of that information and the required actions on termination of the agreement.
- Hornbill will monitor for, analyse and respond to information security incidents immediately they are seen or experienced and report all such incidents to the Information Security Manager who will be responsible for undertaking an assessment and categorising the reported incident in a timely manner and in accordance with Hornbill's documented operating procedures.
- Hornbill shall report to the Customer any; access to, alteration, disclosure of, accidental or unlawful destruction, or loss to Personal Data (a "Breach") in accordance with Clause 1.4 of this Agreement.
- An initial report shall be made to the Customer's authorised contact(s). As Hornbill investigates or otherwise becomes aware of further information, and unless restricted by any applicable law, it shall provide all further information pertaining to the nature and impact of the Breach such that the Customer may be able to subsequently notify relevant parties concerned be that; Data Subjects, government agencies and data protection authorities in line with Data Protection Legislation.

SCHEDULE 3

Sub-processors

Hornbill currently do not use any Sub-processors.