

Risc IT Solutions Ltd - Data Processing Addendum

The terms used in this Addendum shall have the meanings set out below or as set out in the Agreement (where not defined below). Except as modified below, the terms of the Agreement shall remain in full force and effect.

- “Appropriate Safeguards” means such legally enforceable mechanism(s) for transfers of Personal Data outside the EEA as may be permitted under Data Protection Laws from time to time;
- “Data Controller” has the meaning given to that term (or to the term ‘controller’) in the GDPR;
- “Data Processor” has the meaning given to that term (or to the term ‘processor’) in the GDPR;
- “Data Protection Laws” means any applicable UK or EU law relating to the Processing, privacy, and use of Personal Data, as applicable to RISC IT SOLUTIONS and/or the Software including:
- (i) the Data Protection Act 1998;
 - (ii) the EU Data Protection Directive (95/46/EC) as implemented in each relevant jurisdiction;
 - (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each relevant jurisdiction; and
 - (iv) the GDPR from the GDPR Date;
- and any corresponding or equivalent national laws or regulations and any amending, equivalent or successor legislation to any of the above from the date that they come into force and the guidance and codes of practice issued by the Information Commissioner or any other Supervisory Authority in any relevant jurisdiction;
- “Data Protection Losses” means any costs (including legal costs), liabilities, claims, demands, actions, settlements, interest, charges, expenses, losses, damages, administrative fines, penalties, sanctions, costs of compliance with an investigation by a Supervisory Authority and/or compensation ordered by a Supervisory Authority;
- “Data Subject” has the meaning given to that term in the GDPR;

“Data Subject Request”	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;
“GDPR”	means the General Data Protection Regulation (EU) 2016/679;
“GDPR Date”	means from when the GDPR applies on 25 May 2018;
“Personal Data”	has the meaning given to that term in the GDPR;
“Personal Data Breach”	means any breach of security by RISC IT SOLUTIONS leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data on systems managed by or otherwise controlled by RISC IT SOLUTIONS excluding unsuccessful attempts or activities that do not compromise the security of Protected Data and/or where the breach is unlikely to result in a risk to the rights and freedoms of natural persons;
“Processing”	has the meanings given to that term in the GDPR (and related terms such as process have corresponding meanings);
“Processing Instructions”	has the meaning given to that term in paragraph 3.1.1;
“Protected Data”	means Personal Data comprised in the Data and processed by RISC IT SOLUTIONS on behalf of the End User in connection with the provision of Software and/or performance of RISC IT SOLUTIONS obligations under the Agreement;
“Sub-Processor”	means another Data Processor engaged by RISC IT SOLUTIONS for carrying out Processing activities in respect of the Protected Data as part of the Software on behalf of the End User;
“Supervisory Authority”	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

1. SCOPE

- 1.1 The following paragraphs in this Addendum will only apply to the extent that the Data Protection Laws apply to the Processing of Protected Data by RISC IT SOLUTIONS.
- 1.2 Where there is any conflict between the between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail.

2. DATA PROCESSOR AND DATA CONTROLLER

- 2.1 The parties agree that, in relation to the Protected Data, the End User is the Data Controller and RISC IT SOLUTIONS is the Data Processor.

- 2.2 RISC IT SOLUTIONS shall process Protected Data in compliance with:
- 2.2.1 the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under this Addendum and the Agreement; and
 - 2.2.2 the terms of this Addendum.
- 2.3 The End User shall comply with:
- 2.3.1 all Data Protection Laws in connection with the Processing of Protected Data and the exercise and performance of its respective rights and obligations under this Addendum and the Agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
 - 2.3.2 the terms of this Addendum.
- 2.4 The End User warrants, that:
- 2.4.1 all Protected Data shall comply in all respects, including in terms of its collection, storage and Processing (which shall include the End User providing all of the required fair Processing information to, and obtaining all necessary consents from, relevant Data Subjects), with Data Protection Laws;
 - 2.4.2 all instructions given by it to RISC IT SOLUTIONS in respect of Personal Data shall at all times be in accordance with Data Protection Laws; and
 - 2.4.3 it has undertaken due diligence in relation to RISC IT SOLUTION Processing operations, and it is satisfied that:
 - (a) RISC IT SOLUTIONS Processing operations are suitable for the purposes for which the End User proposes to use the Software and engage RISC IT SOLUTIONS to process the Protected Data; and
 - (b) RISC IT SOLUTIONS has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.
- 2.5 The End User shall not withhold, delay or condition its agreement to any change requested by RISC IT SOLUTIONS to the Software in order to ensure the Software and RISC IT SOLUTIONS (and each Sub-Processor) can comply with Data Protection Laws.

3. INSTRUCTIONS AND DETAILS OF PROCESSING

- 3.1 Insofar as RISC IT SOLUTIONS processes Protected Data on behalf of the End User, RISC IT SOLUTIONS:
- 3.1.1 unless required to do otherwise by applicable law, shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data

only on and in accordance with the End User's documented instructions as set out in this paragraph 3 and the Data processing Details, as updated from time to time upon written agreement between the parties and/or as further specified via the End User's use of the Software (**Processing Instructions**);

- 3.1.2 if applicable law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify the End User of any such requirement before Processing the Protected Data (unless applicable law prohibits such information on important grounds of public interest).

4. TECHNICAL AND ORGANISATIONAL MEASURES

- 4.1 RISC IT SOLUTIONS shall implement and maintain, at its cost and expense, appropriate technical and organisational measures to:

- 4.1.1 ensure the security, integrity, availability and confidentiality of the Protected Data and protect against accidental loss or destruction of, or damage to Protected Data, such measures to be 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;

- 4.1.2 taking into account the nature of the Processing, assist the End User insofar as is possible in the fulfilment of the End User's obligations to respond to Data Subject Requests relating to Protected Data.

5. USING STAFF AND OTHER PROCESSORS

- 5.1 The End User acknowledges and agrees that RISC IT SOLUTIONS engages Sub-Processors to host and provide some of the Software. Details of the Sub-Processors are as set out at www.riscitsolutions.com/en/compliance-centre and may be amended from time to time. The End User provides general consent to RISC IT SOLUTIONS engaging such Sub-Processors provided that RISC IT SOLUTIONS:

- 5.1.1 provides to the End User details of any new Sub-Processor appointed after the date of the Agreement;

- 5.1.2 notifies the End User in advance of any change in a Sub-Processor. The End User may object to any change in the Sub-Processor where it has reasonable grounds for doing so and in such circumstances RISC IT SOLUTIONS shall be entitled to address the objection through one of the following options at its sole discretion:

- (a) cease to use the relevant Sub-Processor;
- (b) take steps suggested by the End User to address the objection; or
- (c) cease to provide the particular Software which involves the relevant Sub-Processor.

5.2 RISC IT SOLUTIONS shall prior to the relevant Sub-Processor carrying out any Processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing obligations which offer materially the same level of protection for the Protected Data as those set out in this Addendum. The End User acknowledges and agrees that it has no right to audit and inspect a Sub-Processor's facilities and premises and that RISC IT SOLUTIONS shall not be obliged to include such rights in its agreement with its Sub-Processors.

5.3 RISC IT SOLUTIONS shall ensure that all persons authorised by it (or by any Sub-Processor) to process Protected Data are subject to an obligation to keep the Protected Data confidential (except where disclosure is required in accordance with applicable law, in which case RISC IT SOLUTIONS shall, where practicable and not prohibited by applicable law, notify the End User of any such requirement before such disclosure).

6. ASSISTANCE WITH THE END USER'S COMPLIANCE AND DATA SUBJECT RIGHTS

6.1 RISC IT SOLUTIONS shall promptly refer all Data Subject Requests it receives to the End User upon receipt of the request, and shall, at the End User's cost at RISC IT SOLUTIONS standard rates in force at the time, assist the End User with Data Subject Requests.

6.2 RISC IT SOLUTIONS shall provide such reasonable assistance as the End User reasonably requires (taking into account the nature of Processing and the information available to RISC IT SOLUTIONS) to the End User in ensuring compliance with the End User's obligations under Data Protection Laws with respect to:

6.2.1 security of Processing;

6.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);

6.2.3 prior consultation with a Supervisory Authority regarding high risk Processing; and

6.2.4 notifications to the Supervisory Authority and/or communications to Data Subjects by the End User in response to any Personal Data Breach,

provided the End User shall pay RISC IT SOLUTIONS charges for providing the assistance in this paragraph 6.2, at RISC IT SOLUTIONS standard rates in force at the time.

7. DATA TRANSFERS

7.1 RISC IT SOLUTIONS uses certain Sub-Processors (as referred to in paragraph 5.1) to assist in providing some of the Software. Some of these Sub-Processors may be based outside of the European Economic Area where identified at www.riscitsolutions.com/en/compliance-centre. Where the End User contracts with RISC IT SOLUTIONS for the provision of any Software that involve a transfer to a Sub-Processor outside of the European Economic Area, the End User agrees to the transfer outside of the European Economic Area subject to RISC IT SOLUTIONS compliance with paragraph 7.2 below.

7.2 Where a Sub-Processor is based outside of the European Economic Area, RISC IT SOLUTIONS shall ensure that there are Appropriate Safeguards in place and that any transfer will be in accordance with Data Protection Laws.

8. RECORDS, INFORMATION AND AUDIT

8.1 RISC IT SOLUTIONS shall maintain, in accordance with Data Protection Laws binding on RISC IT SOLUTIONS, written records of all categories of Processing activities carried out on behalf of the End User.

8.2 RISC IT SOLUTIONS shall, in accordance with Data Protection Laws, make available to the End User such information as is reasonably necessary to demonstrate RISC IT SOLUTIONS compliance with the obligations of Data Processors under Data Protection Laws, and allow for and contribute to audits, including inspections, by the End User (or another auditor mandated by the End User) for this purpose, subject to paragraph 5.2 and subject to the End User:

8.2.1 giving RISC IT SOLUTIONS reasonable prior notice of such information request, audit and/or inspection being required by the End User;

8.2.2 carrying out no more than one audit or inspection in any calendar year except where the End User reasonably believes necessary due to genuine concerns as to RISC IT SOLUTIONS compliance with this Addendum or where the End User is required or requested to carry out such an audit or inspection by Data Protection Laws and/or a Supervisory Authority;

8.2.3 ensuring that all information obtained or generated by the End User or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by applicable law);

8.2.4 ensuring that such audit or inspection is undertaken during normal business hours in England, with minimal disruption to RISC IT SOLUTIONS business and the business of other customers of RISC IT SOLUTIONS; and

8.2.5 paying RISC IT SOLUTIONS reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

8.3 Information and audit rights under this paragraph only arise to the extent that the Agreement does not otherwise give the End User information and audit rights meeting the relevant requirements of Data Protection Laws.

9. BREACH NOTIFICATION

9.1 In respect of any Personal Data Breach involving Protected Data, RISC IT SOLUTIONS shall, without undue delay, notify the End User of the Personal Data Breach and provide the End User with details of the Personal Data Breach.

9.2 In the event that the End User becomes aware of a Personal Data Breach by RISC IT SOLUTIONS or otherwise in connection with the Software, it shall without undue delay notify RISC IT SOLUTIONS of the Personal Data Breach and provide RISC IT SOLUTIONS with details of the Personal Data Breach.

9.3 As the Data Controller, the End User is solely responsible for complying with its notification obligations for Personal Data Breaches under Data Protection Laws, including providing notification to the relevant Supervisory Authority and Data Subjects (where applicable).

10. DELETION OR RETURN OF PROTECTED DATA AND COPIES

10.1 The End User is entitled to recover the Protected Data at any time including after the provision of the Software provided that the End User shall not be able to recover the Protected Data after the expiry of any retention period specified in the Agreement. RISC IT SOLUTIONS shall, at the End User's written request delete the Protected Data (unless storage of any data is required by applicable law and, if so, RISC IT SOLUTIONS shall inform the End User of any such requirement). Otherwise Protected Data shall be deleted in accordance with the terms of the Agreement.

11. LIABILITY

11.1 The End User shall indemnify and keep indemnified RISC IT SOLUTIONS in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, RISC IT SOLUTIONS and any Sub-Processor arising from or in connection with any:

11.1.1 non-compliance by the End User with the Data Protection Laws;

11.1.2 Processing carried out by RISC IT SOLUTIONS or any Sub-Processor pursuant to any Processing Instruction that infringes any Data Protection Law; or

11.1.3 breach by the End User of any of its obligations under this Addendum,

except to the extent RISC IT SOLUTIONS is liable under paragraph 11.2.

11.2 RISC IT SOLUTIONS liability for any Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with this Addendum is limited to the extent caused by the Processing of Protected Data by RISC IT SOLUTIONS under this Addendum and where such Data Protection Losses result directly from RISC IT SOLUTIONS breach of paragraphs 2 to 10 (inclusive) and are not contributed to or caused by any breach by the End User of Data Protection Laws, this Addendum and/or the Agreement.

11.3 RISC IT SOLUTIONS shall in no way be responsible for or liable to the End User in respect of any Processing of Protected Data by any third party engaged by the End User to provide services in connection with the Software.

11.4 The liability of RISC IT SOLUTIONS under or in connection with this Addendum (howsoever arising, whether in contract, tort (including negligence), statutory duty or otherwise) is subject to the exclusions and limitations of liability in the Agreement.

11.5 The End User shall not be entitled to claim back from RISC IT SOLUTIONS any part of any compensation paid by the End User to a person relating to the Processing of Protected Data, to the extent that the End User is liable to indemnify RISC IT SOLUTIONS under paragraph 11.1.

12. UPDATES

12.1 RISC IT SOLUTIONS may amend this Addendum at any time as permitted in the Agreement including where required to comply with any applicable law or where the amendments do not result in a material reduction in the protection of Protected Data and/or do not breach Data Protection Laws.

DATA PROCESSING DETAILS

Detail	Description
1 <i>Subject-matter of Processing:</i>	<ul style="list-style-type: none"> • <i>Risc IT Solutions licence of the Software to the End User.</i>
2 <i>Duration of the Processing:</i>	<ul style="list-style-type: none"> • <i>The term of the Agreement until the deletion of Protected Data in accordance with the Agreement.</i>
3 <i>Nature and purpose of the Processing:</i>	<ul style="list-style-type: none"> • <i>Risc IT Solutions will process End User Personal Data for the purposes of providing the Software to the End User in accordance with the Agreement.</i>
4 <i>Type of Personal Data:</i>	<ul style="list-style-type: none"> • <i>Data relating to the Data Subjects provided to Risc IT Solutions via the Software, by (or at the direction of) the End User.</i>
5 <i>Categories of Data Subjects:</i>	<ul style="list-style-type: none"> • <i>Data relating to Data Subjects provided to Risc IT Solutions via the Software, by (or at the direction of) the End User.</i>