

### 1. DEFINITIONS AND INTERPRETATION

The following definitions will apply in this Schedule 4. All other capitalised terms shall have the meaning given to them in Schedule 1:

**"Controller", "Data Subject", "Personal Data", "Personal Data Breach", and "Processor"** shall all have the meanings given to them in the Data Protection Legislation;

**"Data Protection Legislation"** means all privacy or data protection laws or regulations applicable to the subject matter of this Agreement, including the following legislation to the extent applicable: (a) the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018), Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003; (b) the General Data Protection Regulation (2016/679) and any national law issued under that regulation; (c) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); and (d) any laws or regulations that replace or supersede the legislation referred to in (a) to (c) from time to time;

**"Restricted International Transfer"** means a transfer of Personal Data from a country which has Data Protection Legislation which imposes restrictions on extra-territorial transfers of Personal Data from that country, to a country which does not provide an adequate level of protection for Personal Data as required by the Data Protection Legislation of the country of export; and

**"Standard Contractual Clauses"** means as applicable, the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council C/2021/3972 together with the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Information Commissioner's Office.

### 2. GENERAL

2.1. Each Party agrees to comply with their respective obligations under Data Protection Legislation when processing Personal Data in connection with this Agreement.

- 2.2. In processing the Personal Data in connection with the Services the Customer shall be the Controller and Operati shall be the Processor of the Personal Data processed under this Agreement. The scope of the processing carried out by Operati in connection with the Services under this Agreement is as set out in Annex 1 (Scope of Processing). Operati shall notify the Customer as soon as reasonably practicable if it considers that any of the Customer's instructions infringe Data Protection Legislation.

### **3. OPERATI OBLIGATIONS**

- 3.1. Operati shall, in relation to any Personal Data processed on behalf of the Customer in connection with this Agreement:
- 3.1.1. only process the Personal Data in accordance with the Annex and for the purposes of fulfilling its obligations and exercising its rights under this Agreement, or otherwise as required by Applicable Law (and where such a requirement is placed on Operati it shall notify the Customer unless prohibited by Applicable Law);
  - 3.1.2. promptly notify the Customer if it receives a request from a Data Subject attempting to exercise their rights under Data Protection Legislation;
  - 3.1.3. provide reasonable assistance to the Customer to respond to requests from Data Subjects exercising their rights under Data Protection Legislation;
  - 3.1.4. notify the Customer without undue delay if it receives any other request, complaint or communication (including from a supervisory authority) relating to Customer's obligations under Data Protection Legislation in connection with this Agreement;
  - 3.1.5. provide reasonable assistance to the Customer to conduct data protection impact assessments (and any related consultations) where required under Data Protection Legislation in connection with the Services provided under this Agreement. In certain circumstances, Operati reserves the right to apply a fee for providing assistance to the Customer to conduct a data protection impact assessment;

- 3.1.6.** ensure that it has appropriate technical and organisational measures in place (details available on request) to address the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data;
- 3.1.7.** ensure that any Operati Representative that may have access to Personal Data relating to this Agreement shall be subject to appropriate duties of confidentiality; and
- 3.1.8.** notify the Customer without undue delay upon becoming aware of any Personal Data Breach in relation to the Personal Data processed in connection with this Agreement. Operati shall provide further information on reasonable request from the Customer as such details become available.

#### **4. CUSTOMER OBLIGATIONS**

- 4.1.** The Customer is responsible for:
  - 4.1.1.** ensuring that they have a lawful basis for processing Personal Data, including appropriate consent, where applicable, to the processing of any Personal Data by Operati;
  - 4.1.2.** confirming that the measures in clause 3.1.6 are sufficient to meet the standard of appropriateness under Data Protection Legislation and, if necessary, enter into discussions with Operati regarding enhanced security measures if necessary, as Operati may not be informed about the nature of the Personal Data or the harm that may arise from a Personal Data Breach affecting the Personal Data;
  - 4.1.3.** claims or complaints resulting from Operati's actions to the extent that such actions directly result from instructions received from the Customer;
  - 4.1.4.** implementing such multi-factor authentication measures as are notified to it by Operati (including as noted in relevant service documents and manuals); and

- 4.1.5. ensuring that it has a lawful basis for any data transfer, including those anticipated by clause 6 below.

### 5. SUB-PROCESSING

- 5.1. The Customer grants general authorisation for Operati to appoint (and permit each Sub-Processor appointed in accordance with this clause to appoint) Sub-Processor as follows:
  - 5.1.1. Operati may continue to use those Sub-Processor already engaged as at the date of this Agreement.
  - 5.1.2. The Customer provides its general authorisation and consent to the use of the Sub-Processors approved by Operati.
  - 5.1.3. The link above contains a mechanism for Customers to subscribe to notifications and updates to the list of Sub-Processors shall be made available by Operati to all Customers via notifications made through this mechanism. The Customer shall subscribe and any changes (except for deletions of Sub-Processors without replacement) shall be notified through this mechanism at least thirty (30) days in advance of any processing by the proposed new Sub-Processor.
  - 5.1.4. If the Customer has a reasonable objection that relates to a new Sub-Processor's processing of Personal Data, the Customer may object to Operati's use of such Sub-Processor by notifying Operati in writing at [hello@operatisoftware.com](mailto:hello@operatisoftware.com) within thirty (30) days' from availability of the notification. In the event of an objection on reasonable grounds, Operati and the Customer shall work together in good faith to discuss a resolution. Operati may elect to: (i) not use the Sub-Processor to process the Personal Data of the Customer; or (ii) take corrective steps requested by the Customer in its objection and continue with the proposed Sub-Processor. If neither of these options are reasonably practicable and the Customer continues to object to the processing by the proposed Sub-Processor, either party may provide notice of termination of the affected portion of the Service.

- 5.1.5. Operati shall have in place with each Sub-Processor, an agreement which contains data protection obligations materially as protective as those set out in this agreement.
- 5.1.6. Operati shall remain fully liable for all acts or omissions of any Sub-Processor.

### **6. DATA TRANSFERS**

- 6.1. The Customer acknowledges and agrees that the provision of Services by Operati may involve Restricted International Transfers of Personal Data. Where Operati carries out a Restricted International Transfer, it shall ensure that appropriate safeguards (for example Standard Contractual Clauses) are in place as required by Data Protection Legislation. Operati shall also ensure that the Data Subject has enforceable rights and effective legal remedies.
- 6.2. Operati uses Sub-Processors, which may result in temporary processing activities outside the United Kingdom and European Economic Area.

### **7. RECORDS AND AUDIT**

- 7.1. Operati shall maintain complete and accurate records and information to demonstrate its compliance with the Data Protection Legislation. At the reasonable request of the Customer, Operati shall make available to the Customer information necessary to demonstrate Operati's compliance with this Schedule 4.

### **8. ANONYMISED DATA**

- 8.1. Without prejudice to any other documented instructions of the Customer, Customer agrees that Operati may anonymise the Personal Data for the purposes of improving Operati's products and services. Customer may withdraw this instruction at any time by notice in writing to Operati. Operati shall not be required to delete any anonymised data already created prior to receipt of such notice.

**ANNEX 1 - DETAILS OF PROCESSING**

Description	Details
Subject matter of the processing.	<p>The services purchased by the Controller, as detailed in the Order Form:</p> <ol style="list-style-type: none"> <li>1. Hosting – Cloud and platform</li> <li>2. Software Support services</li> <li>3. Bespoke software development</li> <li>4. Project Management</li> <li>5. Training &amp; Consultancy</li> <li>6. IT services</li> <li>7. Managed Services / IT Outsourcing Services</li> <li>8. Migration services</li> <li>9. Research and analytics purposes</li> <li>10. Other professional services</li> </ol>
Duration of the processing	<p>The term set out for the provision of the relevant software and/or services as stated in the Order Form.</p>
Nature and purposes of the processing	<p>Nature of Processing:</p> <ol style="list-style-type: none"> <li>1. Storage</li> <li>2. Access</li> <li>3. Consultation</li> <li>4. Remote Access</li> <li>5. Deletion</li> <li>6. Alteration</li> <li>7. Anonymisation of data</li> </ol> <p>Purposes of processing: Any of the following services stated in the Order Form.</p> <ol style="list-style-type: none"> <li>1. Hosting – Cloud and platform</li> <li>2. Software Support services</li> <li>3. Bespoke software development</li> <li>4. Project Management</li> <li>5. Training &amp; Consultancy</li> </ol>

	<ul style="list-style-type: none"> <li>6. Payroll services</li> <li>7. IT services</li> <li>8. Managed Services / IT Outsourcing Services</li> <li>9. Migration services</li> <li>10. Research and analytics purposes</li> <li>11. Other professional services</li> </ul>
<p>Type of Personal Data</p>	<p>Personal Data and/or Special Category data relating to individuals provided to Operati by, or at the direction of, the Customer in connection with the Services.</p>
<p>Categories of Data Subject</p>	<p>The Customer will maintain a list of categories of data subjects appropriate to their use of the software or services.</p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>On termination or expiry of the Agreement, Operati will return the Personal Data in our standard machine-readable format (at Customer’s cost or as otherwise agreed in writing between the parties) upon receipt of a documented request from the Customer. Such request will be received within thirty (30) days of expiry or termination of this Agreement, failing which, once this Agreement has expired or terminated, any Personal Data will be immediately put beyond use and; after ninety (90) days of expiry or termination of this Agreement, it will be deleted.</p> <p>In the event that the Customer requests return of their Personal Data as described above, all Customer Personal Data will be deleted within ninety (90) days of the confirmation of receipt of data extract by the Customer, unless otherwise agreed in writing between the parties or to the extent it is required to be retained or deleted under Applicable Law.</p>