

Data Protection Addendum

Version 1.0 (February 2024)

This Data Protection Addendum ("**DPA**"), forms part of and is incorporated to the Contract. The parties agree that: (i) in the event of conflict between the terms of this DPA and any other terms of the Contract, the terms of this DPA shall apply in respect of processing; and (ii) to the extent that any provisions in the Contract relating to Personal Data overlap with the provisions in this DPA, the provisions shall be read together in order to provide the most protection over the Processing of Personal Data in connection with the Contract.

Definitions

For the purpose of this DPA, the definitions listed below apply. Unless otherwise set out below, each capitalised term in this DPA shall have the meaning set out in the Contract.

Adequacy Decision means a country, territory or sector within a country which has been subject to a finding, and continues to be subject to a finding for the duration of the Agreement, of an adequate level of protection for Personal Data under the GDPR or UK GDPR as applicable to the Personal Data Processing activity and "**EU Adequacy Decision**" and "**UK Adequacy Decision**" should be construed accordingly.

Contract means the terms and conditions entered into between the parties for the provision of Services including all the Schedules, this Data Protection Addendum and the Schedule of Processing.

Contract Personal Data means the Personal Data Processed in connection with the Contract.

Controller shall have the meaning set out in the Data Protection Legislation.

Data Protection Legislation means all applicable legislation relating to privacy or data protection in force from time to time, including any statute or statutory provision which amends, extends, implements, consolidates or replaces the same, and in particular, to the extent applicable and without limitation, the GDPR, the GDPR as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 ("**UK GDPR**") and the Data Protection Act 2018.

Data Subject shall have the meaning set out in the Data Protection Legislation.

EU Adequacy Decision shall have the meaning as set out in the definition of Adequacy Decision.

EU Standard Contractual Clauses means: (i) the standard contractual clauses adopted by the European Commission on 4th June 2021 or (ii) such other standard contractual clauses that are approved by the European Commission for Controller to Processor transfers of Personal Data to a third country which has not received an EU Adequacy Decision (and are subsequently incorporated into the DPA).

GDPR means the EU General Data Protection Regulation being Regulation (EU) 2016/679.

ICO means the Information Commissioner's Office or any replacement authority in the UK.

Personal Data shall have the meaning set out in the Data Protection Legislation.

Personal Data Breach means a breach of security leading to the accidental loss or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Contract Personal Data.

Process/Processing shall have the meaning set out in the Data Protection Legislation.

Processor shall have the meaning set out in the Data Protection Legislation.

Restricted Transfer means a transfer of Personal Data which is undergoing Processing to a country, a territory or specified sector within a country which has: (i) not received an Adequacy Decision; or (ii) is not subject to any safeguards or derogations that would permit the transfer of the personal data to the country, territory or sector in accordance with the GDPR or UK GDPR; or (iii) any other applicable Data Protection Legislation (as applicable to the Personal Data subject to the transfer).

Schedule of Processing means the table setting out the scope of the Processing activities carried out by Civica pursuant to the Services, as set out on the Civica Trust Centre or such replacement systems from time to time.

Services means the software services being provided by Civica to the Customer as detailed in the Contract.

UK Adequacy Decision shall have the meaning as set out in the definition of Adequacy Decision.

UK GDPR shall have the meaning as set out in the definition of Data Protection Legislation.

UK International Data Transfer Agreement/Addendum means the Standard Data Protection Clauses issued by the UK Information Commissioner's Office under section 119A(1) of the Data Protection Act 2018 as may be updated from time to time; namely: (1) the International Data Transfer Agreement (version A1.0); or (ii) the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B1.0).

Responsibilities

1. The parties acknowledge and agree that for the purposes of the Contract and where such designation is required pursuant to Data Protection Legislation: (i) Customer is the Controller; and (ii) Civica is the Processor in respect of the Contract Personal Data Processed in connection with the provision of the Services pursuant to the Contract.
2. The Customer shall, as a Controller, comply with, and not cause Civica to breach, the Data Protection Legislation.

3. The Customer shall ensure it has a legal basis to and has fulfilled all its obligations that entitle it to share the Contract Personal Data with Civica.
4. In interpreting the Data Protection Legislation, the parties shall have regard to all guidance and codes of practice issued by the ICO or any other body with regulatory authority in relation to the Processing of the Contract Personal Data.
5. The parties agree that if there are changes to the Data Protection Legislation or related guidance from the ICO or any other body with regulatory authority in relation to the Processing during the term of the Contract which require either party to take additional steps to enable compliance with the Data Protection Legislation, the parties shall review the provisions of the Contract and shall negotiate in good faith to agree appropriate changes to them.
6. The parties undertake to each other that they shall comply with the Data Protection Legislation, this DPA, and the product Schedule(s) of Processing in relation to their collection and Processing, respectively, of the Contract Personal Data in connection with the Services.
7. Each party shall provide the other with the name and contact details of its data protection contact, who is responsible for data protection matters on a day-to-day basis as applicable to the Services and who will serve as the relevant contact for any notice given pursuant to this DPA.
8. Civica carries out certain Processing activities on behalf of the Customer in performing the Services. To the extent that Civica Processes Contract Personal Data on behalf of the Customer in connection with the Services paragraph 9 to paragraph 11 shall apply to the Processing.

Processing Data

9. Civica (as Processor) shall:
 - 9.1 Process the Contract Personal Data only (i) on the written instructions of the Customer and as detailed in the Schedule of Processing, or (ii) as required by any regulator or applicable law (in which case Civica shall inform the Customer of such legal requirement before Processing, unless prevented from doing so by applicable law);
 - 9.2 not Process Contract Personal Data that is: (i) subject to the UK GDPR outside of the UK; and/or (ii) subject to the GDPR outside of the EU, in a jurisdiction deemed to not provide an adequate level of protection for Personal Data pursuant to the UK GDPR and/or GDPR respectively (and ensure that its sub-processors shall not Process Contract Personal Data outside of the aforementioned jurisdictions) unless it has written authority from the Customer permitting such a transfer and subject to compliance with paragraph 11, except where such Processing is required by law to which Civica is subject, and in such a case, Civica shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

- 9.3 ensure that its staff who Process the Contract Personal Data have had the necessary training regarding the handling and security of Contract Personal Data and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 9.4 implement and maintain suitable and appropriate technical and organisational measures and controls to prevent unauthorised or unlawful processing of Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal Data, and shall protect against any security threats to the Personal Data and detect and prevent unauthorised processing of or access to the Personal Data including by:
- (i) complying with its information security standards as detailed in the Schedule of Processing;
 - (ii) installing and maintaining all necessary software updates as soon as technically feasible and will give notice to the Customer of such updates which affect the Services;
 - (iii) in assessing the appropriate level of security, taking into account the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed; and
 - (iv) taking such steps to ensure that any person acting under the authority of Civica who has access to the Personal Data does not Process such Personal Data except in respect of the Services, unless he or she is required to do so by law;
- 9.5 not engage another Processor to carry out specific Processing activities on behalf of the Customer (a sub-processor) without the Customer's prior written authorisation, save for: (a) where it engages any companies within its corporate group, which is set out in Schedule 2, Table 1 of the product [Schedule of Processing](#); (b) in the circumstances set out in paragraph 9.13; and (c) the list of Civica's sub-processors appointed pursuant to this paragraph 9.5, as at the date of the Contract, which is set out at Schedule 2, Table 2 of the product [Schedule of Processing](#). The Customer hereby authorises Civica to use any such sub-processor to process Contract Personal Data on its behalf, provided that Civica complies with its obligations in paragraph 9.6. Civica shall give the Customer prior notice of any intended addition or replacement of the sub-processors set out at Schedule 2, Table 2 of the product [Schedule of Processing](#), including the location of any sub-processors and Civica may do so on the [Civica Trust Portal](#) or such replacement system from time to time. The Customer shall have 30 Calendar Days from the date of receipt of such notification to object to the change. If the Customer objects to the change, Civica shall refrain from making that addition or replacement for the Customer. The Customer agrees that if it objects to a sub-processor, Civica shall be

relieved from any obligation to supply any such Service that is impacted by the Customer's objection, provided that Civica has taken appropriate care in selecting such sub-processor, and complied with paragraph 9.6. If the Customer fails to respond to such change notification within the period stipulated above, the Customer shall be deemed to have authorised the change to Civica's sub-processors;

- 9.6 where Civica engages another processor for carrying out specific Processing activities on behalf of the Customer (a sub-processor), impose the same data protection obligations no less onerous than those set out in this paragraph 9 on the sub-processor by way of a written contract. Where the sub-processor fails to fulfil its data protection obligations, Civica shall remain fully liable to the Customer for the performance of the sub-processor's obligations;
- 9.7 on request from the Customer, and subject to the Customer paying Civica's reasonable costs in collating any such data, (i) assist the Customer, by appropriate technical and organisational measures, insofar as this is possible, in responding to any request, complaint, demand or order from a Data Subject related to the Contract Personal Data; (ii) to the extent necessary, assist the Customer in responding to any request, complaint, demand or order from a supervisory authority, regulator or government authority (including law enforcement) related to the Contract Personal Data; and (iii) to the extent necessary, assist the Customer in ensuring compliance with the Customer's obligations under the Data Protection Legislation, including by providing reasonable cooperation and information in respect of security, breach notifications, impact assessments and consultations with supervisory authorities, regulators and government authorities (including law enforcement);
- 9.8 at the choice of the Customer, either delete, anonymise or return all the Contract Personal Data in its possession to the Customer after the end of the provision of Services relating to the Processing. To the extent that deletion is not technically feasible, Civica will put Contract Personal Data beyond reasonable use (including not disclosing, keeping securely and retaining solely for the purpose of, and for no longer than is required to support, Civica's disaster recovery protocols) unless storage of such copies is required by law and/or to carry out contractual obligations and on request provide written confirmation that it has done so;
- 9.9 make available to the Customer all information necessary to demonstrate its compliance with the obligations set out in this paragraph 9, subject to the Customer paying Civica's reasonable costs in collating any such information;
- 9.10 allow for and contribute to audits, including inspections, conducted by the Customer or the Customer's designated auditor provided that:
 - (i) reasonable notice of not less than 10 Working Days is given of any proposed audit and the parties shall, acting reasonably, agree the scope and parameters of any such audit;

- (ii) such audit shall be conducted on a Working Day, shall be subject to Civica's policies and may not unreasonably interfere with Civica's business activities;
- (iii) the audit shall be subject to Civica's duties of confidentiality owed to any of its clients or employees;
- (iv) Civica shall, to the extent practicable, and in no event in any way that would have an adverse effect on Civica's relationship with any sub-processor, request that its sub-processors participate in, and contribute to, such audits; and
- (v) the audit may not be conducted more than once in any calendar year; and
- (vi) the Customer shall pay Civica's reasonable costs arising out of such audits.

9.11 inform the Customer if, in its opinion, an instruction infringes Data Protection Legislation;

9.12 notify the Customer without undue delay after becoming aware of either:

- (i) a Personal Data Breach;
- (ii) any Personal Data Breach notification, complaint or other notice or communication in relation to the Processing or either party's compliance with the Data Protection Legislation.

Civica will not directly respond to any such Personal Data Breach notification, complaint, notice or communication unless required by applicable law.

9.13 Notwithstanding paragraph 9.5, in the event of a Personal Data Breach, Customer provides general authorisation for Civica to share Customer Personal Data with third party professional service providers for the purposes of investigating and remediating the Personal Data Breach, and the parties agree that this is deemed to be part of the Services.

10. Where the Customer fails to comply with the Data Protection Legislation, it shall keep Civica indemnified in full and on demand and hold Civica harmless against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Civica as a result of, or in connection with, any failure by the Customer to comply with its obligations set out in this DPA or the Data Protection Legislation.

11. Where there is a Restricted Transfer and further to paragraph 9.2, the Customer agrees and acknowledges that Civica may transfer Personal Data to outside of the UK and/or the EU, provided that Civica ensures such transfer meets the requirements of the UK GDPR and/or the GDPR respectively. To the extent that Restricted Transfers are undertaken to any sub-processors, Civica will ensure that it enters into the UK International Data Transfer Agreement/Addendum and/or the EU Standard Contractual

Clauses (as applicable) with the relevant sub-processor as described in Schedule 2 of the product Schedule of Processing.

