

Data Processing Addendum

Version 1.0.1
16 September 2020

1. Introduction

With effect from 25 May 2018, the terms of this Data Processing Addendum shall delete and replace all previous data protection provisions contained within the Agreement.

Definitions set out in the Agreement shall also apply in this Data Processing Addendum.

All references to Allies in this Data Processing Addendum shall mean Allies Computing Limited registered in England and Wales under Company Number 2170222 and whose registered office address is Manor Farm Barns, Fox Road, Framingham Pigot, NORWICH, NR14 7PZ.

2. Definitions

Data Subject shall mean an identifiable natural person about whom a Customer holds Personal Data. This may include an individual whose details are provided as part of the Relevant Data or whose details are contained within Licensed Data.

Data Protection Requirements shall mean all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction, including, if relevant, the GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or a European Union judicial authority.

GDPR shall mean General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into United Kingdom domestic legislation and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing GDPR.

Instruction shall mean a request from the Customer to Allies to process Relevant Data in accordance with delivering the Licensed Materials.

Personal Data shall have the meaning set out in the prevailing legislation; specifically, this means any information relating to a Data Subject.

Relevant Data shall mean any Personal Data relating to a third party Data Subject provided to Allies by the Customer for processing in accordance with the terms of the Agreement including but not limited to addresses, coordinates, email addresses, phone numbers and IP addresses.

Sub-processor shall mean a natural or legal person or other entity contracted by Allies to process Personal Data for the purpose of delivering the Licensed Materials on behalf of the Controller.

3. General

- 3.1. Both Parties warrant that they will comply with their respective obligations under the Data Protection Requirements and the terms of this Data Processing Addendum.
- 3.2. For the purpose of this Data Processing Addendum, the Customer is the Controller and Allies is the Processor.

4. Customer Obligations

- 4.1. In relation to the processing of Relevant Data to facilitate the Licensed Materials, the Customer acting as Controller agrees that:
 - 4.1.1. it has engaged Allies to process Relevant Data in accordance with its Instructions for the duration of the Agreement; and
 - 4.1.2. all Instructions provided to Allies in relation to the processing of Relevant Data are lawful and in accordance with the terms of the Agreement and this Data Processing Addendum; and
 - 4.1.3. it is solely responsible for determining the lawful processing condition upon which it shall rely in providing Instructions to Allies to process Relevant Data; and
 - 4.1.4. Allies may share Relevant Data with Third Party Licensors as set out in the Third Party Licensors section in the Agreement; and
 - 4.1.5. Allies may use Sub-processors to process Relevant Data.

5. Processor Obligations

- 5.1. In relation to the processing of Relevant Data to facilitate the Licensed Materials, Allies acting as Processor shall:
 - 5.1.1. act only upon receipt of an Instruction from the Customer; and
 - 5.1.2. treat Relevant Data as confidential and permit access only to authorised Allies employees, Third Party Licensors and Sub-processors; and
 - 5.1.3. keep Relevant Data secure by using all appropriate organisational and technical security measures; and
 - 5.1.4. retain Relevant Data for no longer than is necessary for the purposes of account management, support, systems monitoring, optimisation, administration, security and fraud detection, after which time the Relevant Data shall be pseudonymised or deleted; and
 - 5.1.5. notify the Customer of any Data Subject Access Requests or any exercise of a Data Subject's rights; and
 - 5.1.6. provide all reasonable assistance to the Customer in meeting its obligations in respect of complying with the Data Subject's requests in a timely fashion; and
 - 5.1.7. report any breaches of a Data Subject's privacy to the Customer in a timely fashion and shall follow the Customer's Instructions regarding rectification taking into account the rights of the Data Subject(s) and requirements placed upon the Processor to report breaches of privacy and data protection to relevant authorities.

7. Use of Sub-processors

- 7.1. Where Allies uses a Sub-processor in relation to the Relevant Data, Allies shall:
- 7.1.1. enter into a written agreement that places the Sub-processor under equivalent obligations as those set out in this Data Processing Addendum to the extent applicable to the nature of the services provided by such Sub-processor;
 - 7.1.2. shall remain liable for any act or omission of a Sub-processor that does not comply with the obligations as set out in this Data Processing Addendum; and
 - 7.1.3. where required by law, inform the Customer via the Allies Websites of any intended changes concerning the addition or replacement of a Sub-processor with access to Relevant Data.

8. Transfers to non-EU Countries or Organisations

- 8.1. Allies shall not permit any Relevant Data to be transferred outside of the European Union unless such transfer is necessary for the purposes of Allies discharging its responsibilities under the terms of the Agreement.
- 8.2. If Relevant Data is to be processed outside of the European Union, Allies agrees to ensure provision of required safeguards as defined in Article 46 of the GDPR.
- 8.3. Terms defined in Article 46 of the GDPR shall not apply if Data Processing is performed in a country considered by the European Commission to offer an appropriate level of protection or that falls within exemptions implemented by the European Commission such as Standard Contractual Clauses (SCCs).

9. Audits

- 9.1. Upon the Customer's reasonable request, Allies shall provide the Customer with the necessary documentation or records to demonstrate its processing of Relevant Data has been in accordance with the terms in this Data Processing Addendum.
- 9.2. If either Party to the Agreement is the subject of regulatory investigation, each Party warrants that it will provide as much assistance is practicable in demonstrating compliance including, but not limited to making, making audit records available.

10. Miscellaneous

- 10.1. In the event that the terms and provisions set out in this Data Processing Addendum are found to be non-compliant after the GDPR comes into force, both Allies and the Customer agree to cooperate in good faith to re-negotiate the terms to ensure compliance.

11. Termination

- 11.1. On expiry or termination of the Agreement, Allies shall delete or return all remaining Relevant Data as requested by the Customer to the extent allowed by law.