

Data Processing Addendum

Version 1.1.0
15 March 2024

1. Definitions

Agreement shall mean the Licence Agreement for using the Licensed Materials.

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 postcodes, address fragments, bank account numbers, bank sort codes, email addresses, mobile phone numbers and IP addresses.

Data Protection Laws 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 UK, 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.

Data Subject shall mean an identifiable natural person about whom a Customer holds Personal Data.

EEA shall mean the European Economic Area.

GDPR shall mean the Data Protection Act 2018, the UK's implementation of the General Data Protection Regulation.

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

Sub-processor shall mean a natural or legal person or other entity contracted by Allies to process Data on behalf of the Customer.

2. Parties

- 2.1. The terms of this Data Processing Addendum shall apply to the relationship between:
 - 2.1.1. Allies Computing Limited ("Allies") registered in England and Wales under company number 2170222 and whose registered office address is 92 St. Faiths Lane, NORWICH, NR1 1NE; and
 - 2.1.2. the Customer.
- 2.2. Both parties warrant that they will comply with their respective obligations under the Data Protection Laws and the terms of this Data Processing Addendum.
- 2.3. The Customer is the Controller and Allies is the Processor, for the purpose of this Data Processing Addendum.

3. Scope

- 3.1. These additional terms shall take precedence over the terms in the Agreement.
- 3.2. Except as set out in this Data Processing Addendum, the Agreement shall remain unchanged and in full force and effect.
- 3.3. Definitions set out in the Agreement shall also apply in this Data Processing Addendum unless the context otherwise expressly requires.

4. Controller obligations

- 4.1. In relation to the processing of the Data, the Customer agrees that:
 - 4.1.1. it has engaged Allies to process the 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 the 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 the Data.

5. Processing only on the controller's documented instructions

- 5.1. Allies shall process the Data only on documented instructions from the controller.

6. Duty of confidence

- 6.1. Allies shall ensure that persons authorised to process the Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7. Appropriate security measures

- 7.1. Allies shall use all appropriate organisational and technical security measures to ensure the security of the Data it processes.

8. Using sub-processors

- 8.1. The Customer provides its consent for Allies to use Sub-processors in relation to the processing of the Data.
- 8.2. Where Allies uses a Sub-processor to process the Data, Allies shall:

- 8.2.1. 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 the Sub-processor; and
- 8.2.2. 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
- 8.2.3. where required by UK law, inform the Customer of any intended changes concerning the addition or replacement of a Sub-processor with access to Data, and give the Customer the opportunity to object to such changes.

9. Data subjects' rights

- 9.1. Allies shall provide such assistance as is necessary, considering the nature of processing and the information available, to enable the Customer to comply with requests by Data Subjects for access to their Data within the period required by the Data Protection Laws and on request from the Customer, provide an up-to-date copy of the Data within any reasonable time periods required by the Customer.

10. Assisting the controller

- 10.1. Allies shall provide such assistance as is necessary, considering the nature of processing and the information available, to enable the Customer to meet its obligations to:
 - 10.1.1. keep Personal Data secure; and
 - 10.1.2. notify Personal Data breaches to the ICO; and
 - 10.1.3. notify Personal Data breaches to Data Subjects; and
 - 10.1.4. carry out data protection impact assessments (DPIAs) when required; and
 - 10.1.5. consult ICO where a DPIA indicates there is a high risk that cannot be mitigated.

11. Transfers of data to third countries or international organisations

- 11.1. Allies shall not permit the Data to be transferred outside of the EEA unless such transfer is necessary for the purposes of Allies discharging its responsibilities under the terms of the Agreement.
- 11.2. If Data is to be processed outside of the EEA, Allies agrees to provide and maintain appropriate safeguards as set out in Article 46 of the GDPR, to lawfully transfer the Data to third countries or international organisations.
- 11.3. Clause 11.2 shall not apply if the processing of the Data is carried out in a country that the European Commission has considered as offering an adequate level of protection.

12. End-of-contract provisions

- 12.1. Allies shall:
 - 12.1.1. at the choice of the Customer, delete or return the Data to the Customer after the end of the provision of services related to processing; and
 - 12.1.2. delete existing copies unless UK law requires storage of the Data.

13. Audits and inspections

- 13.1. Allies shall:
 - 13.1.1. make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR; and
 - 13.1.2. allow for, and contribute to, audits and inspections, conducted by the Customer or another auditor appointed by the Customer.