



Data Protection Addendum

This Data Protection Addendum ("Addendum") forms part of the agreement for services ("Contract") between JPC InfoNet Limited Trading as Cloud Heroes Ltd, of Suite 2 Bryer Ash Business Park, Trowbridge, Wiltshire, BA14 8AW ("Cloud Heroes"); and the person or entity identified as the customer under the Contract, to whom such services are provided under the Contract ("Customer").

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalised terms not otherwise defined herein shall have the meaning given to them in the Contract. Except as modified below, the terms of the Contract shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Contract. Except where the context requires otherwise, references in this Addendum to the Contract are to the Contract as amended by, and including, this Addendum.

- 1.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. Data Protection Legislation means (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998. "GDPR" means General Data Protection Regulation ((EU) 2016/679).
- 1.2** The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and Cloud Heroes is the Data Processor of any Personal Data processed by Cloud Heroes on behalf of the Customer under the Contract (where Personal Data, Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 1.3** Without prejudice to the generality of Clause 1.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to Cloud Heroes for the duration and purposes of the Contract.
- 1.4** Without prejudice to the generality of Clause 1.1, Cloud Heroes shall, in relation to any Personal Data processed in connection with the performance by Cloud Heroes of its obligations under the Contract:
 - 1.4.1** process that Personal Data only on the written instructions of the Customer unless Cloud Heroes is required by Data Protection Legislation;
 - 1.4.2** implement and maintain such appropriate technical data security practices and processes applied by Cloud Heroes as may be referred to at <https://www.cloudheroes.com/cyber-security-policy/> (or any replacement for it) from time to time;
 - 1.4.3** ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 1.4.4** extent to the extent necessary to comply with applicable legal, regulatory or law enforcement requirements, inform the Customer without unreasonable delay after it becomes aware of any loss, theft, misuse, unauthorised access, disclosure, or acquisition, destruction or other compromise of Personal Data that has occurred in its systems which affects Personal Data;



Data Protection Addendum

- 1.4.5** inform the Customer of: (i) any formal requests from data subjects exercising their rights of access, correction or erasure of their Personal Data, their right to restrict or to object to the Processing as well as their right to data portability, and not to respond to such requests, unless instructed by the Customer in writing to do so; and (ii) any requests made by public authorities requiring Customer to disclose the Personal Data processed in the context of the Services or to participate in an investigation involving such Personal Data;
- 1.4.6** not transfer any Personal Data outside of the European Economic Area unless appropriate safeguards under Data Protection legislation have been applied. The parties agree that Cloud Heroes may transfer Personal Data processed under the Contract outside the European Economic Area ("EEA") or Switzerland as necessary to provide the Services;
- 1.4.7** assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 1.4.8** at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Data Protection Legislation to store the Personal Data;
- 1.4.9** contribute to audits or inspections by making available to the Customer upon request information security audit reports received by Cloud Heroes, which the Customer must treat confidentially under the confidentiality provisions of the Contract or under a non-disclosure agreement concluded between the Parties. Cloud Heroes will respond to a written security questionnaire submitted to it by the Customer provided that the Customer will not exercise this right more than once per year; and
- 1.4.10** maintain complete and accurate records and information to demonstrate its compliance with this Clause 1.
- 1.5** The Customer consents to Cloud Heroes appointing Microsoft as a third-party processor ("Sub-processors") of Personal Data under the Contract, and provides a general authorisation to Cloud Heroes to appoint further Sub-processors. Cloud Heroes confirms that it has entered or (as the case may be) will enter with any Sub-processor into a written agreement substantially on that the Sub-processor's standard terms of business or incorporating terms which are substantially similar to those set out in this Clause 1. Cloud Heroes will inform the Customer of any addition, replacement or other changes of Sub-processors and provide the Customer with the opportunity to reasonably object to such changes on legitimate grounds. The Customer acknowledges that these Sub-processors are essential to provide the Services and that objecting to the use of a Sub-processor may prevent Cloud Heroes from offering the Services to the Customer.
- 1.6** Either party may, at any time on not less than thirty (30) days' notice, revise this Clause 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).