

SCHEDULE 2 – DATA PROCESSING AGREEMENT**Particulars**

Customer		_____
Commencement Date		_____
Duration of the processing		The Personal Data shall be processed for the term of the Master Subscription Agreement.
Data Subjects		The Personal Data processed shall concern the following categories of Data Subjects: (i) Employees, consultants and temporary workers; (ii) Suppliers; and/or (iii) Clients, Prospects
Categories of Personal Data		The Personal Data processed shall concern the following categories of Personal Data (please specify): (i) Personal details including name and contact information; (ii) Employee number; (iii) Device details/IP address/unique identifier; (iv) Business project and portfolio related information including: a. Skills b. Roles c. Time recorded d. Expenses recorded e. Cost and charge rates f. Task and project assignments g. Projects managed
Special Categories of Data		None
Processing Operations (i.e. scope, nature and purpose of processing)		Lawful grounds for processing: (i) Processing of Personal Data pursuant to the Master Subscription Agreement may be undertaken on behalf of the Customer, being the pursuit of its commercial functions including its administrative and project management functions which are supported by the KeyedIn Services. The types of processing to be undertaken pursuant to this contract are all necessary to achieving those legitimate aims and such

		<p>processing does not have any adverse impact on the Data Subjects concerned; and/or</p> <p>(ii) Processing of Personal Data may be carried out in order for the Customer to perform a contract with the Data Subject.</p> <p>The types of processing operations to be carried out include:</p> <p>storage, retrieval, organisation, use and other processing all in accordance with the identified lawful grounds and purposes of processing.</p>		
Authorised Person(s)		<p>KeyedIn will accept Personal Data processing instructions from:</p> <p>Name: _____</p> <p>Email: _____</p>		
Customer Privacy Notification Contact(s)		<p>KeyedIn will provide privacy notifications to the following email address(es):</p> <ul style="list-style-type: none"> • _____ 		
Customer Security Notification Contact(s)		<p>KeyedIn will provide security and breach notifications to the following email address(es):</p> <ul style="list-style-type: none"> • _____ 		
Sub-Processors at the date of signing				
Name (Data Importer)	Purpose	Country	Transfer Mechanism	Data Exporter
KeyedIn Solutions Inc , 8500 Normandale Lake Blvd, Suite 400, Bloomington, MN 55437	Implementation of Customer instance of KeyedIn Enterprise and troubleshooting and support	USA	UK SCC ; EU SCC – Module 3	KeyedIn
Amazon Web Services Inc , 410 Terry Avenue North, Seattle, WA 98109-5210	Customer database storage and hosts KeyedIn Infrastructure	USA	UK SCC ; EU SCC – Module 3	KeyedIn

BACKGROUND:

- A. KeyedIn Solutions Limited (KeyedIn) and the Customer have entered into an agreement for the provision of services, the Master Subscription Agreement (Master Agreement) will require KeyedIn to process Personal Data on behalf of the Customer; and
- B. This Personal Data Processing Agreement (DPA) sets out the additional terms, requirements and conditions on which KeyedIn will process Personal Data when providing services under the Master Agreement. This DPA contains the mandatory clauses required by Article 28(3) of

the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR) for contracts between Controllers and Processors.

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement.

Authorised Person(s) the persons or categories of persons that the Customer authorises to give KeyedIn written Personal Data processing instructions as identified in the Particulars above and from whom KeyedIn agrees to accept such instructions.

Applicable Law means:

- a. to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- b. to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which KeyedIn is subject.

Business Day a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Purposes means the Services to be provided by KeyedIn to the Customer as described in the Master Agreement and any other purpose specifically identified in the Particulars above.

Commencement Date the date on which the Services commence.

Commissioner the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

Controller has the meaning defined in the Data Protection Laws.

Data Protection Laws

- a. all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner and which are applicable to a party.
- b. to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of personal data.

Data Subject has the meaning defined in the Data Protection Laws.

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

- Master Subscription Agreement (Master Agreement)** the KeyedIn Master Subscription Agreement as agreed by the Parties.
- Personal Data** has the meaning defined in the Data Protection Laws.
- Personal Data Breach** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- processing** has the meaning given to that term in Data Protection Laws (and related terms such as process, processes and processed have corresponding meanings).
- Standard Contractual Clauses (EU SCC)** means Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.
- Standard Contractual Clauses (UK SCC)** the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU as adapted for the UK.
- Sub-Processors** means a Processor engaged by KeyedIn or by any other Sub-Processor for carrying out processing activities in respect of the Personal Data on behalf of the Customer.
- UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.
- 1.2 This DPA is subject to the terms of the Master Agreement and is incorporated into the Master Agreement. Interpretations and defined terms set forth in the Master Agreement apply to the interpretation of this DPA.
- 1.3 A reference to writing or written includes e-mail.
- 1.4 In the case of conflict or ambiguity between:
- 1.4.1 any provision contained in the body of this DPA and any provision contained in the Annexes, the provision in the body of the DPA will prevail;
- 1.4.2 the terms of any accompanying invoice or other documents annexed to this DPA and any provision contained in the Annexes, the provision in the Annexes will prevail;
- 1.4.3 any of the provisions of this DPA and the provisions of the Master Agreement, the provisions of this DPA will prevail; and
- 1.4.4 any of the provisions of this DPA and any executed SCC, the provisions of the executed SCC will prevail.

2. PERSONAL DATA TYPES AND PROCESSING PURPOSES

- 2.1 KeyedIn and the Customer agree and acknowledge that for the purpose of the Data Protection Laws:
- 2.1.1 the Customer is the Controller and KeyedIn is the Processor.
 - 2.1.2 The Customer retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Laws, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to KeyedIn.
 - 2.1.3 The Particulars describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which KeyedIn may process the Personal Data to fulfil the Business Purposes.

3. CUSTOMER OBLIGATIONS

- 3.1 Without prejudice to the generality of clause 2.1, The Customer will ensure that it has appropriate lawful grounds to transfer the Personal Data to KeyedIn to process, and, where required, all appropriate consents and notices are in place to enable the lawful transfer of the Personal Data to KeyedIn for the Term.
- 3.2 KeyedIn will not process any special category Personal Data (as defined by Article 9(1) of the UK GDPR) or Personal Data relating to criminal convictions and offences (as defined by Article 10 of the UK GDPR) and it is the responsibility of the Customer to ensure that no such data is uploaded to the KeyedIn platform.

4. PROCESSING OF DATA

- 4.1 KeyedIn, in relation to any Personal Data processed in connection with the performance of its obligations under the Master Agreement, will:
- 4.1.1 process Personal Data to the extent and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions from Authorised Persons (Processing Instruction) for the duration specified in the Particulars.
 - 4.1.2 process the Personal Data only for the specific purpose(s), as set out in the Particulars, unless it receives further instructions from the Customer. KeyedIn will not process Personal Data in a way that does not comply with this DPA or Data Protection Laws.
 - 4.1.3 inform the Customer if KeyedIn becomes aware of a Processing Instruction that, in KeyedIn's opinion, infringes Data Protection Laws, provided that:
 - (a) this shall be without prejudice to clauses 2 and 3; and
 - (b) to the maximum extent permitted by Applicable Law, KeyedIn shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities arising from or in connection with any processing in accordance with the Processing Instructions following the Customer's receipt of that information.
 - 4.1.4 acknowledge any Processing Instructions within five Business Days, requiring KeyedIn to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
 - 4.1.5 maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third parties unless the Customer or this DPA specifically authorises the

disclosure, or as required by Applicable Law. If Applicable Law requires KeyedIn to process or disclose the Personal Data to a third party, KeyedIn must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the Applicable Law prohibits the giving of such notice.

- 4.1.6 reasonably assist the Customer, with meeting the Customer's compliance obligations under the Data Protection Laws, taking into account the nature of KeyedIn's processing and the information available to KeyedIn, with reporting to and consulting with the Commissioner.
- 4.1.7 assist the Customer, in relation to Data Subject rights and data protection impact assessments. The Customer will reimburse KeyedIn for any time expended at KeyedIn's then-current professional services rates, which will be made available to the Customer upon request.
- 4.1.8 ensure that all personnel who have access to and/or process Personal Data are:
 - (a) are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;
 - (b) have undertaken training on handling Personal Data and how it applies to their particular duties; and
 - (c) are aware of KeyedIn's duties and their personal duties and obligations under this DPA.

5. TECHNICAL AND ORGANISATIONAL MEASURES

- 5.1 KeyedIn will at all times implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of the technological development and the cost of implementing any measures.
- 5.2 Security measures implemented by KeyedIn, appropriate to the risk involved, may include:
 - (a) the pseudonymisation and encryption of Personal Data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of security measures.

6. PERSONAL DATA BREACH

- 6.1 In respect of any Personal Data Breach, KeyedIn will, without undue delay after becoming aware of a Personal Data Breach:
 - 6.1.1 Notify the Customer of the Personal Data Breach; and
 - 6.1.2 Provide the Customer with details of the Personal Data Breach. Such details shall contain, at least:

- (a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
- (b) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
- (c) the details of a contact point where more information concerning the personal data breach can be obtained;
- (d) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

6.2 KeyedIn will reasonably co-operate with the Customer, in the Customer's handling of the matter.

7. INTERNATIONAL TRANSFERS

7.1 Any transfer of data to a third country or an international organisation by KeyedIn shall be done only on the basis of documented instructions from the Customer or in order to fulfil a specific requirement under UK law to which KeyedIn is subject and shall take place in compliance with Data Protection Laws.

7.2 The Customer agrees that where KeyedIn engages a Sub-Processor in accordance with clause 8 for carrying out specific processing activities (on behalf of the Customer) and those processing activities involve a transfer of Personal Data within the meaning of Data Protection Laws (specifically Article 46 of the UK and/or EU GDPR), KeyedIn and the Sub-Processor will implement appropriate safeguards (UK SCC and/or EU SCC) to ensure an adequate level of protection with respect to the privacy rights of individuals.

8. APPOINTMENT OF SUB-PROCESSORS

8.1 The Customer authorises KeyedIn to appoint Sub-Processors of Personal Data as confirmed in the Particulars. KeyedIn confirms that it has entered or (as the case may be) will enter with the Sub-Processors a written agreement incorporating terms which are substantially similar to those set out in this DPA. KeyedIn shall ensure that the Sub-Processor complies with the obligations to which it is subject to under this DPA.

8.2 KeyedIn may appoint different or additional Sub-Processors from time to time for business and operational purposes subject to the provisions of clause 7.2 and 8.3.

8.3 KeyedIn will provide the Customer with reasonable prior notice (not less than 10 Business Days) of any proposed change to its Sub-Processors with sufficient details to enable the Customer to object (but only on reasonable grounds and without delay, objection to be received by KeyedIn no later than five Business Days from the notice of proposed change) where relevant before such change. Parties will act reasonably to try to resolve any reasonable objections, but KeyedIn may elect to terminate the Master Agreement and this DPA in the event the Customer continues to object to new or replacement Sub-Processors.

8.4 Sub-Processor change notifications will be provided on the KeyedIn Enterprise log on page, as an announcement in the KeyedIn Support Portal and within the Privacy section of the KeyedIn corporate website. An email notification will also be issued to the Privacy Notification Contact(s) as specified in the Particulars.

- 8.5 Where the Sub-Processor fails to fulfil its obligations under the written agreement with KeyedIn which contains terms substantially the same as those set out in this DPA, KeyedIn remains fully liable to the Customer for the Sub-Processor's performance of its agreement obligations. KeyedIn shall notify the Customer of any failure of the Sub-Processor to fulfil its contractual obligations.
- 8.6 The Parties agree that KeyedIn will be deemed to control legally any Personal Data controlled practically by or in the possession of its Sub-Processors.
- 8.7 At the Customer's request, KeyedIn shall provide a copy of such a Sub-Processor agreement and any subsequent amendments to the Customer. To the extent necessary to protect business secret or other confidential information, including Personal Data, KeyedIn may redact the text of the agreement prior to sharing the copy.

9. COMPLAINTS, DATA SUBJECT REQUESTS AND THIRD-PARTY RIGHTS

- 9.1 KeyedIn, at no additional cost to the Customer, will promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with information or assessment notices served on the Customer by the Commissioner under the Data Protection Laws.
- 9.2 KeyedIn must notify the Customer:
- 9.2.1 Without undue delay, in writing, if it receives any complaint, notice or communication from the Commissioner that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Laws; and
 - 9.2.2 within five Business Days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Laws. KeyedIn shall not respond to the request itself, unless authorised to do so by the Customer.
- 9.3 KeyedIn will give the Customer, its full co-operation and assistance in responding to any Data Subject request under the Data Protection Laws, including subject access rights, the rights to rectify, port and erase Personal Data, object to the processing and automated processing of Personal Data, and restrict the processing of Personal Data. The Customer will reimburse KeyedIn for any time expended at KeyedIn's professional services rates, which will be made available to the Customer upon request.

10. AUDIT

- 10.1 KeyedIn shall maintain complete and accurate records and information of its processing activities in accordance with Article 30 of the UK GDPR and shall cooperate with and provide such information as reasonably requested by the Customer.
- 10.2 KeyedIn shall make available to the Customer, all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the UK GDPR, and allow for, and contribute to audits, including inspections where reasonable, conducted by the Customer or another auditor mandated by the Customer.
- 10.3 The Customer will reimburse KeyedIn for any time expended for any audit at KeyedIn's then-current professional services rates, which will be made available to the Customer upon request. Before the commencement of any such audit, the Customer and KeyedIn will agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which the Customer will be responsible.

10.4 The Parties shall make the information referred to in this clause 10, including the results of any audits, available to the Commissioner and/or competent supervisory authorities on request.

11. INDEMNITY

11.1 The Customer shall indemnify, keep indemnified and defend at its own expense KeyedIn and its Affiliates against all costs, claims, damages or expenses incurred by KeyedIn or for which KeyedIn may be liable due to any failure by the Customer or its employees, subcontractors or agents to comply with any of its obligations under these terms or the Data Protection Laws.

12. TERM AND TERMINATION

12.1 These terms shall commence on the Commencement Date and shall terminate automatically upon the termination or expiry of the Master Agreement. Where the Master Agreement is extended, these terms shall automatically extend for any renewal Term.

12.2 Without prejudice to any provisions of UK GDPR, in the event that KeyedIn is in breach of its obligations under this DPA, the Customer may instruct KeyedIn to suspend the processing of Personal Data until the latter complies with this DPA or the Master Agreement is terminated. KeyedIn shall promptly inform the Customer in case it is unable to comply with this DPA, for whatever reason.

12.3 The Customer shall be entitled to terminate the Master Agreement insofar as it concerns processing of Personal Data in accordance with this DPA if:

12.3.1 the processing of Personal Data by KeyedIn has been suspended by the Customer pursuant to clause 12.2 and if compliance with this DPA is not restored within a reasonable time and in any event within one month following suspension;

12.3.2 KeyedIn is in substantial or persistent breach of this DPA or its obligations under UK GDPR;

12.3.3 KeyedIn fails to comply with a binding decision of a competent court or the competent supervisory authority regarding its obligations pursuant to this DPA or to UK GDPR.

12.4 KeyedIn shall be entitled to terminate the Master Agreement insofar as it concerns processing of Personal Data under this DPA where, after having informed the Customer that its instructions infringe applicable legal requirements in accordance with clause 4.1.3, the Customer insists on compliance with the instructions.

13. EFFECT OF TERMINATION

13.1 In the event of termination of the Master Agreement, KeyedIn shall:

13.1.1 cease processing the Personal Data;

13.1.2 at the written direction of the Customer, delete all Personal Data processed on behalf of the Customer and certify to the Customer that it has done so, or securely return delete or destroy the Personal Data (save where KeyedIn must keep a copy of the Personal Data under Applicable Law). Until the data is deleted or returned, KeyedIn shall continue to ensure compliance with this DPA.

14. GENERAL

14.1 These terms shall be subject to the following provisions in the Master Agreement: variation, waiver, severance, assignment, entire agreement, third party rights, notices, no partnership or agency and governing law and jurisdiction.

15. NOTICES

- 15.1 Where, under this DPA, KeyedIn is required to notify the Customer, such notification will be sent by e-mail to the appropriate notification contact set out in the Particulars.
- 15.2 Contact details may be amended at any time by the Customer by notice in writing to KeyedIn at privacy@keyedin.com. Notices properly addressed and sent in accordance with this clause shall be deemed delivered at the time of sending (if sent during working hours on Business Days), or on the next Business Day (if sent outside working hours on a Business Day).

THIS AGREEMENT has been entered into on the Commencement Date.

Signed by [PRINT NAME, JOB TITLE]
for and on behalf of **[NAME OF CUSTOMER]**

(signature)
Duly authorised person

Signed by [PRINT NAME, JOB TITLE]
for and on behalf of **KEYEDIN SOLUTIONS LIMITED**

(signature)
Duly authorised person