SCHEDULE 1 – DATA PROCESSING AGREEMENT

Particulars

Customer	_____
Commencement Date	_____
Duration of the processing	The personal data shall be processed for the term of the Services Agreement.
Data Subjects	The Personal Data processed shall concern the following categories of data subjects: (i) Employees, consultants and temporary workers; (ii) Suppliers

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 Services Agreement may be undertaken on the basis of the legitimate interests 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 agreement are all necessary to achieving those legitimate aims and such processing does not have any adverse impact on the data subjects concerned; and/or
	(ii) Processing of personal data may be carried out in order for the Customer to perform a contract with the data subject.
	The types of processing operations to be carried out include:
	(i) storage, retrieval organisation, use and other processing all in accordance with the identified lawful grounds and purposes of processing.
Customer Privacy Notification Contact(s)	**KeyedIn will provide privacy notifications to the following email address(es);** • **_____**
Customer Security Notification Contact(s)	**KeyedIn will provide security and breach notifications to the following email address(es);** • **_____**
Sub-Processor at the date of signing	• **KeyedIn Solutions Inc.** 8500 Normandale Lake Blvd, Suite 400, Bloomington, MN 55437 USA (Standard Contractual Clauses) • **Amazon Web Services, Inc.** 410 Terry Avenue North, Seattle, WA 98109-5210 (Standard Contractual Clauses) • **NTT America Cloud Solutions Inc.** 5201, Great America Parkway, Suite 122, Santa Clara, CA, 95054 USA (Standard Contractual Clauses) • **NTT Communications Cloud Infrastructure Services India Private Limited** Unit 1 (Wing A), First Floor, Creator Building, ITPL, Whitefield Road, Bangalore – 56066, Karnataka, India. (Standard Contractual Clauses)

1.   BACKGROUND

1.1   KeyedIn and the Customer have entered into the Software as a Service Agreement for the provision of the Services by KeyedIn to the Customer.

1.2   In order to perform the Services, KeyedIn will need to process Personal Data on behalf of the Customer and it does so on these terms.

2.   INTERPRETATION

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

Affiliate	in relation to a party, any company which is a Subsidiary or a Holding Company or is a Subsidiary of any such Holding Company from time to time (where Subsidiary and Holding Company have the meanings given in s. 1159 and Schedule 6 of the Companies Act 2006).
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Commencement Date	the date on which the Services commence.
Data Controller	has the meaning defined in the Data Protection Legislation.
Data Processor	has the meaning defined in the Data Protection Legislation.
Data Protection Legislation	all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679)and any national implementing laws, regulations and secondary legislation in England and Wales, relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).
Personal Data	has the meaning defined in the Data Protection Legislation.
Personal Data Breach	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.
Services	the cloud based project management subscription services provided by KeyedIn to the Customer under the Software as a Service Agreement.
Software as a Service Agreement	the KeyedIn Software as a Service Agreement as agreed by the parties.
Standard Contractual Clauses	the 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.
Sub-Processors	means a third party Data Processor.
Term	the Initial Subscription Term together with any subsequent Renewal Periods as defined in the Software as a Service Agreement.

2.2   Clause headings shall not affect the interpretation of this agreement.

2.3   A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.4   Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.5   A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2.6   A reference to writing or written includes e-mail.

2.7   In the case of conflict or ambiguity between any of the provisions of this agreement and the Standard Contractual Clauses, the provisions of the Standard Contractual Clauses shall prevail.

3.   PERSONAL DATA TYPES AND PROCESSING PURPOSES

3.1   KeyedIn and the Customer acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and KeyedIn is the Data Processor.

3.2   The Customer retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to KeyedIn.

3.3   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 to perform its obligations under the Software as a Service Agreement.

3.4   These terms are in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. The parties agree that these terms shall be incorporated into the Software as a Service Agreement.

4.   OBLIGATIONS OF THE DATA CONTROLLER

4.1   Without prejudice to the generality of clause 3.4, 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 and purposes of these terms.

4.2   KeyedIn will not process any special category Personal Data (as defined by Article 9 of the Data Protection Legislation) or Personal Data relating to criminal convictions and offences (as defined by Article 10 of the Data Protection Legislation) and it is the responsibility of the Customer to ensure that no such data is uploaded to the KeyedIn platform.

5.   PROCESSING OF DATA

5.1   KeyedIn shall, in relation to any Personal Data processed in connection with the performance by KeyedIn of its obligations under the Software as a Service Agreement:

　　　5.1.1   process that Personal Data only on the written instructions of the Customer unless KeyedIn is required by the laws of any member of the European Union or by the laws of the European Union applicable to KeyedIn (**Applicable Laws**), to process the Personal Data other than in accordance with the Customer's instructions. Where KeyedIn is relying on Applicable Laws as the basis for processing Personal Data, KeyedIn shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit KeyedIn from so notifying the Customer;

5.1.2   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;

5.1.3   ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

5.1.4   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;

5.1.5   notify the Customer without undue delay (and in any event within 48 hours) on becoming aware of a Personal Data Breach;

5.1.6   promptly carry out a request from the Customer and in accordance with the Customer's instructions, to amend, transfer or delete any Personal Data necessary to allow the Customer to comply with its responsibilities as a Data Controller, including by, at the Customer's option, securely returning, deleting or destroying the Personal Data once the Software as a Service Agreement has terminated, unless required by Applicable Law to retain that Personal Data.

6.   AUDIT

6.1   KeyedIn shall maintain complete and accurate records and information of its processing activities in accordance with Article 30 of the GDPR and shall cooperate with, and provide such information as reasonably requested by the Customer.

6.2   KeyedIn shall make available to the Customer, all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR, and allow for, and contribute to audits, including inspections where reasonable, conducted by the Customer or another auditor mandated by the Customer. The Customer will reimburse KeyedIn for any time expended for any on-site 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 on-site 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.

6.3   KeyedIn will notify the Customer if it is asked to do something infringing the Data Protection Legislation or other data protection law of the EU or a member state.

7.   APPOINTMENT OF SUB-PROCESSORS

7.1   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 these terms.

7.2   KeyedIn may appoint different or additional Sub-Processors from time to time for business and operational purposes subject to the provisions of clause 7.3 and 9.2.

7.3   KeyedIn will provide the Customer with reasonable prior notice (not less than 14 days) of any proposed change to its Sub-Processors with sufficient details to enable Customer to comply with its Data Protection Legislation obligations and object (but only on reasonable

grounds and without delay, objection to be received by KeyedIn no later than seven calendar 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 Software as a Services Agreement and this agreement in the event Customer continues to object to new or replacement Sub-Processors.

7.4   Sub-Processor change notifications will be provided on the KeyedIn Projects 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.   STANDARD CLAUSES

8.1   Either party may, at any time on not less than 30 days' notice, revise these terms by replacing them with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme, or approved form of processing arrangement (which shall apply when replaced by attachment to these terms).

9.   TRANSFER OUT OF THE EUROPEAN ECONOMIC AREA (EEA)

9.1   As a result of, KeyedIn's group company structure and the appointment of Sub-Processors in the performance of its obligations under the Software as a Service Agreement, KeyedIn may transfer Personal Data to organisations outside of the EEA.

9.2   When undertaking this transfer, KeyedIn complies with its obligations under the Data Protection Legislation by ensuring that appropriate safeguards are in place with the data importer. At the date of signing these terms, KeyedIn has implemented the following safeguards for transfer of Personal Data out of the EEA:

9.2.1   the Standard Contractual Clauses, in respect of transfers of Personal Data to the Sub-Processors set out in the Particulars; and

9.2.2   the data subject has enforceable rights and effective legal remedies.

10.   INDEMNITY

10.1   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 Legislation.

11.   TERM AND TERMINATION

11.1   These terms shall commence on the Commencement Date and shall terminate automatically upon the termination or expiry of the Software as a Service Agreement. Where the Software as a Service Agreement is extended, these terms shall automatically extend for any renewal term.

12.   EFFECT OF TERMINATION

12.1   In the event of termination of the Software as a Services Agreement, KeyedIn shall:

12.1.1   cease processing the Data;

12.1.2   at the written direction of the Customer, securely return, delete or destroy the Personal Data (save where KeyedIn must keep a copy of the Personal Data under European Union or member state law).

13.   PRECEDENCE

13.1   These data processing terms take precedence over any data processing terms and conditions proposed by the Customer.

14.   GENERAL

14.1   These terms shall be subject to the following provisions in the Software as a Service 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 these data processing terms, 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 15 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.