Data Processing Addendum

Introduction

This Data Processing Addendum (the **Addendum**) forms part of our Terms of Business (and any ancillary or related documentation), as updated or amended from time to time (the **Agreement**), between you, the Customer (as defined below) and Spktral. All capitalised terms not defined in this Addendum have the meaning set out in the Agreement.

This addendum only applies if and to the extent Spktral processes personal data on behalf of a Customer that qualifies as a controller with respect to that personal data under Applicable Data Protection Law (as defined below). If the Customer had entered into earlier data processing terms with Spktral, those terms are replaced by this Addendum.

Last updated: 1 January 2021

1. Data Protection

1.1 Definitions

In this Addendum, the following terms have the following meanings:

a) controller, processor, data subject, personal data, processing (and process) and special categories of personal data have the meanings given in Applicable Data Protection Law

b) Applicable Data Protection Law means the UK General Data Protection Regulation (the **GDPR**) and the Data Protection Act 2018 (the **DPA 2018**)

c) Customer has the same meaning as 'you' in the Spktral Terms of Business

1.2 Relationship of the parties

The Customer (the **controller**) appoints Spktral as a processor to process the personal data described in Annex A (the **Data**) only on the controller's documented instructions (and as per the terms set out in this Addendum) for the purposes described in the Agreement or as otherwise agreed in writing by the parties (the **Permitted Purpose**). Each party must comply with the obligations that apply to it under Applicable Data Protection Law.

1.3 Prohibited data

Unless explicitly requested by Spktral to do so, the Customer will not disclose (and will not permit any data subject to disclose) any special categories of personal data to Spktral for processing.

1.4   International transfers

Spktral will not transfer the Data outside of the European Economic Area (EEA) unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data, to a recipient in the United States that has certified its compliance with the EU-US Privacy Shield, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

1.5   Confidentiality of processing

Spktral will ensure that any person it authorises to process the Data (an **Authorised Person**) will protect the Data in accordance with Spktral's confidentiality obligations under the Agreement.

1.6   Security

Spktral will implement technical and organisational measures, which may be amended and updated from time to time, to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a Security Incident).

1.7   Subcontracting

The Customer consents to Spktral engaging third-party sub-processors to process the Data for the Permitted Purpose provided that:

(i) Spktral maintains an up-to-date list of its sub-processors, which is available on its website at the Spktral sub-processors page, which it will update with details of any change in sub-processors at least 30 days prior to the change;

(ii) Spktral imposes data protection terms on any sub-processor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Law; and

(iii) Spktral remains liable for any breach of this Addendum that is caused by an act, error or omission of its sub-processor. The Customer may object to Spktral's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such an event, Spktral will either not appoint or replace the sub-processor or, if Spktral determines at its sole discretion that this is not reasonably possible, the Customer may suspend or terminate the Agreement without penalty (without prejudice to any fees incurred by the Customer up to and including the date of suspension or termination).

1.8   Cooperation and data subjects' rights

Spktral will provide reasonable and timely assistance to the Customer (at the Customer's expense) to enable the Customer to respond to:

(i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law; and

(ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. If any such request, correspondence, enquiry or complaint is made directly to Spktral, Spktral will promptly inform the Customer, providing full details.

1.9   Data Protection Impact Assessment

If Spktral believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it will inform the Customer and provide reasonable cooperation to the Customer in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.

1.10   Security incidents

If it becomes aware of a confirmed Security Incident, Spktral will inform the Customer without undue delay and will provide reasonable information and cooperation to the Customer so that they can fulfil any data breach reporting obligations they may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Spktral will further take reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and keep the Customer informed of all material developments in connection with the Security Incident.

1.11   Deletion or return of Data

Spktral will retain the Data for a period of 7 years after a subscription is terminated in case the Customer later needs access to it. On expiry of this period or on the Customer's earlier request, Spktral will delete the Data in a manner and form decided by Spktral, acting reasonably. This requirement will not apply to the extent that Spktral is required by applicable law to retain some or all of the Data, or to Data it has archived on back-up systems, which Data Spktral shall securely isolate and protect from any further processing.

1.12   Audit

The Customer acknowledges that Spktral requests regular audits of its data stores and virtual machines from its service providers.

Annex A – Data Processing Schedule

Subject Matter and Duration of Processing of Personal Data

The subject matter of personal data to be processed is that of the engagement manager, invited users and employee details of the Customer entered by or at the election of the Customer into the Spktral platform.

The duration of processing personal data shall be for as long as we have a business relationship with the Customer, and at the end of that relationship, we will act in accordance with clause 1.11 regarding deletion or return of such personal data.

Nature and Purpose of Processing Personal Data

The nature and purpose of processing personal data is to enable the functionality of the Spktral Platform as set out in the Agreement and related documentation.

Types of Personal Data Processed

The types of personal data processed include:

a) Names (only for engagement manager and invited users – NOT employee data)

b) contact details (email and telephone of engagement manager plus emails for invited users)

c) identification details (HR ID for each employee data line)

d) other personal data types for use on the Spktral platform

Categories of Data Subjects

The categories of data subjects include:

a) employees / contractors of Customer