

ADDENDUM: DATA PROCESSOR AGREEMENT

1. Introduction

1.1 This agreement re processing of personal data (the “**Data Processor Agreement**”) regulates Thesaurus Software’s (the “**Data Processor**”) processing of personal data on behalf of the customer (the “**Data Controller**”) in the course of providing Services, and is provided as an addendum to our End User Licence Agreements (EULAs), our Connect Terms of Service and in conjunction with our Privacy Policies in which the parties have agreed the terms for Thesaurus Software Ltd.’s delivery of services to the Data Controller. This DPA does not apply where Thesaurus Software Ltd. is the Data Controller.

2. Legislation

2.1 The Data Processor Agreement shall ensure that Thesaurus Software Ltd. complies with the applicable data protection and privacy legislation (the “**Applicable Law**”), including in particular The **General Data Protection Regulation (GDPR)** (Regulation (EU) 2016/679)

3. Processing of personal data

3.1 Purpose: Thesaurus Software Ltd. is primarily a Data Controller and will only become a Data Processor where necessary for customer or system support. For Connect customers, through the provision of a cloud storage solution for customers’ payroll and HR data, Thesaurus Software Ltd. acts as a Data Processor.

3.2 Thesaurus Software Ltd. may from time-to-time process certain categories and types of the Data Controllers’ Personal Data (see 3.3) on behalf of the Data Controller.

3.3 “**Personal Data**” includes “*any information relating to an identified or identifiable natural person*” as defined in GDPR, article 4 (1) (1) (the “**Personal Data**”). The categories and types of Personal Data processed by Thesaurus Software Ltd. on behalf of the Data Controller are listed in sub-appendix A. Thesaurus Software Ltd. only performs processing activities that are necessary and relevant to perform the Main Services. The parties shall update sub-appendix A whenever changes occur that necessitate an update.

3.4 Thesaurus Software Ltd. shall have and maintain a register of processing activities in accordance with GDPR, article 32 (2).

4. Instruction

4.1 Thesaurus Software Ltd. may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the “**Instruction**”), unless required by law to act without such instruction. The Instruction at the time of entering into this Data Processor Agreement (DPA) is that Thesaurus Software Ltd. may only process the Personal Data with the purpose of delivering services as described in the EULA. Subject to the terms of this DPA and with mutual agreement of the parties, the Data Controller may issue additional written instructions consistent with the terms of this Agreement. The Data Controller is responsible for ensuring that all individuals who provide written instructions are authorised to do so.

4.2 The Data Controller guarantees to process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. The Data Controller's instructions for the processing of Personal Data shall comply with Applicable Law. The Data Controller will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained.

4.3 Data Controllers, who give us personal data about someone else, are responsible for ensuring that they comply with all data protection laws. In advance of submitting any information to Thesaurus Software Ltd. the Data Controller should have notified the data subjects that data is shared and clarify how we collect, use and retain their personal information.

4.4 Thesaurus Software Ltd. will inform the Data Controller of any instruction that it deems to be in violation of Applicable Law and will not execute the instructions until they have been confirmed or modified.

5. The Data Processor's obligations

5.1 Confidentiality

5.1.1 Thesaurus Software Ltd. shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless the Data Controller has agreed in writing.

5.1.2 Thesaurus Software Ltd.'s employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this DPA with strict confidentiality.

5.1.3 Personal Data will only be made available to personnel that require access to such Personal Data for the delivery of the Main Services and this DPA.

5.2 Thesaurus Software Ltd. shall also ensure that employees processing the Personal Data only process the Personal Data in accordance with the Instruction.

5.3 Security

5.3.1 Thesaurus Software Ltd. shall implement and maintain the appropriate technical and organisational measures to protect against Personal Data breaches and to preserve the security and confidentiality of Personal Data processed by Thesaurus Software Ltd. The security measures are subject to technical progress and development. Thesaurus Software Ltd. may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security.

5.4 Thesaurus Software Ltd. shall provide outline details of security measures if requested by the Data Controller in writing.

5.5 Data protection impact assessments and prior consultation

5.5.1 If Thesaurus Software Ltd.'s assistance is necessary and relevant, Thesaurus Software Ltd. shall assist the Data Controller in preparing data protection impact assessments in

accordance with GDPR, article 35, along with any prior consultation in accordance with GDPR, article 36.

5.6 Rights of the data subjects

5.6.1 If the Data Controller receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and the correct and legitimate reply to such a request necessitates Thesaurus Software Ltd.'s assistance, Thesaurus Software Ltd. shall assist the Data Controller by providing the necessary information and documentation. Thesaurus Software Ltd. shall be given reasonable time to assist the Data Controller with such requests in accordance with the Applicable Law.

5.6.2 If Thesaurus Software Ltd. receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and such request is related to the Personal Data of the Data Controller, Thesaurus Software Ltd. must immediately forward the request to the Data Controller and must refrain from responding to the person directly.

5.7 Personal Data Breaches

5.7.1 Thesaurus Software Ltd. shall give immediate notice to the Data Controller if a breach occurs that can lead to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to, Personal Data transmitted, stored or otherwise processed re the Personal Data processed on behalf of the Data Controller (a "Personal Data Breach").

5.7.2 Thesaurus Software Ltd. shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a breach from reoccurring.

5.8 Documentation of compliance and Audit Rights

5.8.1 Upon request by a Data Controller, Thesaurus Software Ltd. shall make available to the Data Controller all relevant information necessary to demonstrate compliance with this DPA, and shall allow for and reasonably cooperate with audits, including inspections by the Data Controller or an auditor mandated by the Data Controller. The Data Controller shall give notice of any audit or document inspection to be conducted and shall make reasonable endeavours to avoid causing damage or disruption to Thesaurus Software Ltd.'s premises, equipment and business in the course of such an audit or inspection. Any audit or document inspection shall be carried out with reasonable prior written notice of no less than 30 days, and shall not be conducted more than once a year.

5.8.2 The Data Controller may be requested to sign a non-disclosure agreement reasonably acceptable to Thesaurus Software Ltd. before being furnished with the above.

5.9 Data Transfers

5.9.1 Thesaurus Software Ltd. will not transfer or otherwise process Personal Data outside the European Economic Area ("EEA") without obtaining the Data Controller's prior written consent.

5.9.2 Where such consent is granted, the Data Processor may only process, or permit the processing, of Personal Data outside the EEA where the transfer complies with Applicable

Law. Sub-appendix B will be kept up-to-date by the Data Processor setting out appropriate safeguards in place.

5.9.3 If any Personal Data transfer between the Data Controller and the Data Processor requires execution of Standard Contractual Clauses in order to comply with the Applicable Law (where the Data controller is the entity exporting Personal Data to the Data Processor outside the EEA), the parties will complete all relevant details in and execute, a completed version of the SCC, and take all other actions required to legitimize the transfer.

5.9.4 Data stored through the Thesaurus Software Ltd. Connect service is stored on Microsoft Azure servers within the European Economic Area. Under no circumstances will this data be transferred outside the EEA.

6. Sub-Processors

6.1 Thesaurus Software Ltd. is given general authorisation to engage third-parties to process the Personal Data (“Sub-Processors”) without obtaining any further written, specific authorisation from the Data Controller, provided that Thesaurus Software Ltd. notifies the Data Controller in writing about the identity of a potential Sub-Processor (and its processors, if any) before any agreements are made with the relevant Sub-Processors and before the relevant Sub-Processor processes any of the Personal Data. If the Data Controller wishes to object to the relevant Sub-Processor, the Data Controller shall give notice hereof in writing within ten (10) business days from receiving the notification from Thesaurus Software Ltd. Absence of any objections from the Data Controller shall be deemed consent to the relevant Sub-Processor.

6.2 In the event the Data Controller objects to a new Sub-Processor and Thesaurus Software Ltd. cannot accommodate the Data Controller’s objection, the Data Controller may terminate the Services by providing written notice to Thesaurus Software Ltd.

6.3 Thesaurus Software Ltd. shall complete a written sub-processor agreement with any Sub-Processors. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to Thesaurus Software Ltd., including the obligations under this Data Processor Agreement. Thesaurus Software Ltd. shall on an ongoing basis monitor and control its Sub-Processors’ compliance with the Applicable Law. Documentation of such monitoring and control shall be provided to the Data Controller if so requested in writing.

6.4 Thesaurus Software Ltd. is accountable to the Data Controller for any Sub-Processor in the same way as for its own actions and omissions.

6.5 Thesaurus Software Ltd. is at the time of entering into this Data Processor Agreement using the Sub- Processors listed in sub-appendix B. If Thesaurus Software Ltd. initiates sub-processing with a new Sub-Processor, such new Sub-Processor shall be added to the list in sub-appendix B.

7. Limitation of Liability

7.1 The total aggregate liability to the Data Controller, of whatever nature, whether in contract, tort or otherwise, of Thesaurus Software Ltd. for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement shall be subject to the “Limitation of Liability” clause set out in the EULA.

7.2 Nothing in this DPA will relieve the Processor of its own direct responsibilities and liabilities under the GDPR.

8. Duration

8.1 The Data Processor Agreement shall remain in force until the EULA is terminated.

9. Data Protection Officer

9.1 Thesaurus Software Ltd. will appoint a Data Protection Officer where such appointment is required by data protection laws and regulations.

10. Termination

10.1 Following expiration or termination of the Agreement, Thesaurus Software Ltd. will delete or return to the Data Controller all Personal Data in its possession as provided in the Agreement except to the extent Thesaurus Software Ltd. is required by Applicable law to retain some or all of the Personal Data (in which case Thesaurus Software Ltd. will archive the data and implement reasonable measures to prevent the Personal Data from any further processing). The terms of this DPA will continue to apply to such Personal Data.

11. Remuneration and costs

11.1 The Data Controller shall remunerate the Data Processor based on time spent to perform the obligations under section 5.5, 5.6, 5.7 and 5.8 of this Data Processor Agreement based on the Data Processor's hourly rates.

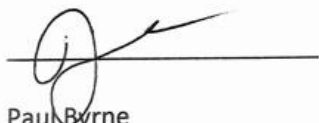
11.2 The Data Processor is also entitled to remuneration for any time and material used to adapt and change the processing activities in order to comply with any changes to the Data Controller's Instruction, including implementation costs and additional costs required to deliver the Main Services due to the change in the Instruction. The Data Processor is exempted from liability for non-performance with the Main Agreement if the performance of the obligations under the Main Agreement would be in conflict with any changed Instruction or if contractual delivery in accordance with the changed Instruction is impossible. This could for instance be the case; (i) if the changes to the Instruction cannot technically, practically or legally be implemented; (ii) where the Data Controller explicitly requires that the changes to the Instruction shall be applicable before the changes can be implemented; and (iii) in the period of time until the Main Agreement is changed to reflect the new Instruction and commercial terms thereof.

12. Contact

12.1 The contact information for Thesaurus Software Ltd. is Paul Byrne, paul@thesaurussoftware.com.

The parties hereby agree:

Signature:

A handwritten signature in black ink, appearing to be 'Paul Byrne', is written over a horizontal line.

Name:

Paul Byrne

Title:

MD, Thesaurus Software Ltd.

Date:

8th September 2020

Signature:

Name:

Title:

Date:

Sub-appendix A

1. Personal Data

1.1 When requested, Thesaurus Software Ltd. processes the following types of Personal Data in connection with its delivery of the Main Services:

- Information on relevant employees from the Data Controller relevant for providing software support. Namely:
 1. Payroll Backup files including:
 - a. Name, postal address, email address and phone numbers
 - b. NI numbers
 - c. HMRC information
 - d. Bank account details
 - e. Pension details
 - f. Leave records
 - g. Contract of employment & HR details
 - h. Next of kin details
 - i. Payslip details

User backups received for support purposes are retained for the minimum amount of time necessary, usually no longer than one week.

2. Categories of data subjects

2.1 Thesaurus Software Ltd. may from time-to-time process personal data about the following categories of Data Subjects on behalf of the Data Controller:

1. Details of the Data Controller
2. Employees of the Data Controller
3. Client data of the Data Controller
4. Customer/ Supplier details – for Thesaurus Accounts customers only

Sub-appendix B

1. APPROVED SUB-PROCESSORS

1.1 Standard Contractual Clauses (SCCs) are in place with the following Sub-Processors, they are therefore considered approved by the Data Controller at the time of entering into this Agreement:

EEA Based:	Non EEA Based:
Teamviewer	Microsoft
Microsoft Azure	Dropbox
	Help Scout
	Altassian
	HubSpot
	Google