

ANNEX 5 Data Protection

DATA PROCESSING TERMS

1 DEFINITIONS

1.1 In this Annex the following words and expressions shall have the following meanings unless the context otherwise requires:

"Appropriate Technical and Organisational Measures"	shall be interpreted in accordance with the Privacy Laws.
"Customer Personal Data"	means any Personal Data, the Processing of which is subject to Privacy Laws, that is controlled by the Customer and its customers (where applicable) which the Processor Processes in the course of providing the Services under the TSA, wherever the Processing takes place.
"Data Controller"	shall be interpreted in accordance with the Privacy Laws.
"Data Processor"	shall be interpreted in accordance with the Privacy Laws.
"Data Subject"	shall be interpreted in accordance with the Privacy Laws.
"International Data Transfer Agreement"	means the International Data Transfer Agreement (or IDTA) published by the UK Information Commissioner's Office for the transfer of personal data from the United Kingdom to third countries.
"Personal Data"	shall be interpreted in accordance with the Privacy Laws.
"Privacy Laws"	means applicable laws serving to ensure the protection of Personal Data (including in connection with the Processing of Personal Data), and the protection of the rights and freedoms (in particular, their right to privacy) of Data Subjects relating to their Personal Data, including the UK GDPR as such laws may be amended or superseded from time to time.
"Processing"	shall be interpreted in accordance with the Privacy Laws (and "Process" shall be construed accordingly).
"Processor"	means Magrathea Telecommunications Limited (company number 04260485).
"TSA"	means the telecommunications services agreement which has been entered into by the Processor and the Customer and of which this Annex forms part.
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2 DATA PROTECTION

2.1 The Processor agrees, in relation to the Customer Personal Data, that the Customer is

the Data Controller (and therefore controls what happens to the Customer Personal Data) and the Processor is the Data Processor.

- 2.2 The subject-matter and the duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects are set out in Appendix 1 to this Annex.
- 2.3 The Processor acknowledges and agrees that nothing in this Annex relieves the Processor from its responsibilities and liabilities under the Privacy Laws.
- 2.4 When the Processor Processes Customer Personal Data in the course of providing the Services, the Processor will:
 - 2.4.1 Process the Customer Personal Data only in accordance with written instructions from the Customer, including with regard to transfers of Customer Personal Data to a third country or international organisation except where required to do so by law. If the Processor is required by law to Process the Customer Personal Data for any other purpose, the Processor will inform the Customer of this requirement before the Processing, unless that law prohibits this on important grounds of public interest. If the Customer issues a direction to the Processor which requires the Processor to do something that is inconsistent with the terms of the TSA, the Processor may wish to make a reasonable charge, in which case that charge will be as agreed in writing between the parties;
 - 2.4.2 take reasonable steps to ensure the reliability and competence of the Processor personnel who have access to the Customer Personal Data;
 - 2.4.3 ensure that the personnel required to Process the Customer Personal Data:
 - (a) are informed of the confidential nature of the Customer Personal Data;
 - (b) are subject to appropriate obligations of confidentiality; and
 - (c) do not publish, disclose or divulge any of the Customer Personal Data to any third party unless directed in writing to do so by the Customer;
 - 2.4.4 implement and maintain Appropriate Technical and Organisational Measures to protect the Customer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure;
 - 2.4.5 taking into account the nature of the Processing, assist the Customer:
 - (a) by taking Appropriate Technical and Organisational Measures and in so far as it is possible, in fulfilling the Customer's obligations to respond to requests from Data Subjects exercising their rights. The Processor shall notify the Customer of any requests from Data Subjects without undue delay; and
 - (b) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the UK GDPR or equivalent provisions in the Privacy Laws;
 - 2.4.6 on expiry or termination of the TSA, at the Customer's option, either delete or return to the Customer all the Customer Personal Data (unless the Processor is required to retain it by law). If the Customer requires the Processor to delete the Customer Personal Data in any other circumstances, the Processor may make a reasonable charge for doing so;

- 2.4.7 make available to the Customer all information necessary to demonstrate its compliance with its obligations in this Annex and allow the Customer and its auditors or authorised agents to conduct audits and inspections during the term of the TSA (and provide reasonable assistance in connection therewith) for the purpose of verifying that the Processor is Processing Customer Personal Data in accordance with the Processor's obligations under this Annex, the TSA and applicable Privacy Laws; and
 - 2.4.8 not give access to or transfer any Customer Personal Data to any third party (including any group companies or sub-contractors) without the prior written consent of the Customer. Where the Customer does consent to the Processor engaging a sub-contractor to carry out any part of the Services, the Processor must ensure the reliability and competence of the third party, its employees and agents who may have access to the Customer Personal Data and must include in any contract with the third party, provisions in favour of the Customer which are equivalent to those in this clause 2 and as are required by applicable Privacy Laws. For the avoidance of doubt, where a third party fails to fulfil its obligations under any sub-processing agreement or any applicable Privacy Laws, the Processor will remain fully liable to the Customer for the fulfilment of the Processor's obligations under this Annex and the TSA.
- 2.5 The Processor shall notify the Customer immediately if, in the Processor's opinion, an instruction for the Processing of Customer Personal Data given by the Customer infringes applicable Privacy Laws.
- 2.6 The Processor shall communicate any claims or requests in respect of the Customer Personal Data without delay to the Customer to enable the Customer to provide details to its customers.
- 2.7 If the Processor becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to any Customer Personal Data that the Processor Processes when providing the Services (a "Personal Data Breach"), the Processor will:
 - 2.7.1 notify the Customer within two working days;
 - 2.7.2 provide the Customer (as soon as possible) with a detailed description of the Data Breach, the type of Customer Personal Data that was the subject of the Data Breach and the identity of each affected person, as soon as such information can be collected or otherwise becomes available (as well as periodic updates to this information and any other information the Customer may reasonably request relating to the Data Breach); and
 - 2.7.3 not release or publish any filing, communication, notice, press release, or report concerning the Data Breach without the Customer's prior written approval (except where required to do so by law).
- 2.8 The Processor will not Process Customer Personal Data outside the United Kingdom, or a country in respect of a valid adequacy decision has been issued by the United Kingdom, except with the prior written consent of the Customer.
- 2.9 Where applicable, the Customer hereby gives its consent to the Processing of Customer Personal Data outside the United Kingdom and, the transfer of Customer Personal Data from the Customer to the Processor shall be made subject to the terms of the International Data Transfer Agreement. Where applicable, the Parties shall complete all relevant details in, and execute, Appendix 2 and take all other actions required to legitimise the transfer.

3 GENERAL

- 3.1 In the event of any conflict between the TSA and this Annex, the provisions of this Annex shall prevail to the extent that they are more stringent than those in the TSA.

APPENDIX 1

Subject-matter of the Processing:	The Processing of Personal Data in the course of the Processor delivering voice and data services.
Duration of the Processing:	The term of the TSA.
Nature and purpose of the Processing:	The collection, transmission, storage and deletion of Personal Data in order to deliver managed voice and data services to the Customer on the terms set out in the TSA.
Type of Personal Data:	The Customer Personal Data may include, among other information, personal contact information (such as name, address, telephone or mobile number), unique IDs collected from mobile devices and any other data transmitted as a consequence of the Data Controller and its end users using the Processor's services under the terms of the TSA.
Categories of Data Subject:	Data Subjects may include the Customer's representatives (including employees, contractors, partners and customers), end users of the Customer and its customers, and individuals attempting to communicate or transfer Personal Data to end users of the Processor's services.

SIGNATURE PAGE

Customer Signature:

Magrathea Signature:

Name:

Title:

Name:

Title:

Company Name:

Date

Date:

