

DATA PROCESSING TERMS

DEFINITIONS

“Data Protection Legislation”: means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

All other defined terms in these Data Processing Terms are either as defined in the Data Processing Legislation or as used in the Framework (as appropriate).

1. DATA PROTECTION

1.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. These DPT are in addition to, and do not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

1.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and 4SIGHT is the data processor (where **“Data Controller”** and **“Data Processor”** have the meanings as defined in the Data Protection Legislation). The Schedule sets out the scope, nature and purpose of processing by 4SIGHT, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **“Personal Data”**) and categories of Data Subject.

1.3 Without prejudice to the generality of clause 1.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to 4SIGHT for the duration and purposes of the Framework.

1.4 Without prejudice to the generality of clause 1.1, 4SIGHT shall, in relation to any Personal Data processed in connection with the performance by 4SIGHT of its obligations under the Framework:

1.4.1 process that Personal Data only on the written instructions of the Client unless 4SIGHT is required by the laws of any member of the European Union or by the laws of the European Union applicable to 4SIGHT to process Personal Data (**Applicable Laws**). Where 4SIGHT is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, 4SIGHT shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit 4SIGHT from so notifying the Client;

1.4.2 ensure that it has in place 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 data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal

Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

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

1.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

1.4.4.1 the Client or 4SIGHT has provided appropriate safeguards in relation to the transfer;

1.4.4.2 the data subject has enforceable rights and effective legal remedies;

1.4.4.3 4SIGHT complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

1.4.4.4 4SIGHT complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

1.4.5 assist the Client, at the Client'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;

1.4.6 notify the Client without undue delay on becoming aware of a Personal Data breach;

1.4.7 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Framework unless required by Applicable Law to store the Personal Data; and

1.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 1.4 and allow for audits by the Client or the Client's designated auditor.

1.5 4SIGHT does not outsource the processing of Personal Data, but in order to provide the Services it has to provide Personal Data to third parties, such as Mitel and localised service partners, to enable them to contact Clients. The Client consents to 4SIGHT appointing certain third parties as a third-party processor of Personal Data under the Framework. 4SIGHT confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 1. As between the Client and 4SIGHT, 4SIGHT shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 1.

1.6 Either Party may, at any time on not less than 30 days' notice, revise this clause 1. by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Framework).

SCHEDULE

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. Processing by 4SIGHT, which is an electronic communications service provider of telecommunications network services and products, and which manages personal and traffic data related to its Clients' use of its communications network (enterprise only), and other customer information relating, but not limited to, customer care, customer management and customer insight and analysis.

1.1 Scope: 4SIGHT will only process Personal Data for the purposes of providing the Services.

1.2 Nature: 4SIGHT will only process Personal Data for the purposes of providing the Services.

1.3 Purpose of processing: the Personal Data shall only be collected for **specified, explicit, and legitimate purposes**, namely the provision of the Services (the **Purpose**). The Personal Data shall not subsequently be processed in a manner that is incompatible with the Purpose. Only the Personal Data that are relevant and necessary to achieve the Purpose shall be collected. The Purpose shall be respected throughout the process of design/implementation of the processing.

1.4 Duration of the processing: only for as long as the Framework (or any other Contract) subsists and for not longer than 1 year thereafter, although 4SIGHT may from time to time contact business contacts by e-mail or phone to determine whether there is a need within their business for its services. Data subjects can opt-out by contacting 4SIGHT by e-mail or post.

2. Types of personal data: names, work addresses, telephone/mobile numbers and work email addresses.

3. Categories of data subject: employees, agents or sub-contractors of Clients

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