



SIMWOOD

STRAIGHT-TALKING, **FORWARD-THINKING**, TELECOMS

Data Processing Addendum

EU GDPR

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Commercial in Confidence



Data Processing Addendum

1. Introduction

- 1.1. Simwood and Company (each a “Party” and, together, the “Parties”) have entered into a Master Services Agreement for the provision of certain communications services (the “MSA”).
- 1.2. References in this Addendum to a Regulation are to regulation 2016/679/EC. References to an Article are to an Article of the Regulation. Capitalised terms in this Addendum have the meaning defined by the Regulation or the MSA (as applicable).
- 1.3. Each Party shall comply with its obligations under the Regulation.
- 1.4. Clause 12 of the MSA (liability) shall apply to this Addendum

2. Data Processing Terms

- 2.1. If, in respect of any Personal Data, either Party is a Data Controller, and the other Party Processes the Personal Data as their Data Processor, this clause 2 shall apply in respect of such Processing.
- 2.2. Where Simwood is a Data Processor of the Company, Simwood’s processing is described in Annex 1.
- 2.3. The Data Processor shall:
 - 2.3.1. Process Personal Data in accordance with the Regulation;
 - 2.3.2. Process the Personal Data only on documented instructions from the Data Controller;
 - 2.3.3. unless prohibited by law, notify the Data Controller:
 - (a) before Processing the Personal Data, if the Data Processor is required by any law of the European Union or the law of one of the Member States of the European Union to act other than in accordance with the instructions of the Data Controller; or
 - (b) immediately if, in the Data Processor’s opinion, any of the Data Controller’s instructions under paragraph 2.3.2 infringes the Regulation or other Union or Member State data protection provisions;



- 2.3.4. be authorised generally to appoint Sub-processors. The Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of Sub-processors and shall respect the conditions referred to in paragraph 4 of Article 28 for any such engagement. Subject to clause 1.4 of this Addendum, the Data Processor shall be liable for the acts and omissions of its Sub-processors, and the Data Processor shall ensure that the Sub-processor contract (as it relates to the Processing of Personal Data) is on terms which are substantially the same as, and in any case no less onerous than, the terms set out in this clause 2.3;
- 2.3.5. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality. For the purposes of the MSA, the Personal Data shall be "Confidential Information";
- 2.3.6. take all measures required pursuant to Article 32;
- 2.3.7. taking into account the nature of the Processing, assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the Regulation;
- 2.3.8. provide reasonable assistance to the Data Controller on written request by the Data Controller in ensuring compliance with the Data Controller's obligations pursuant to Articles 32 to 36, taking into account the nature of Processing and the information available to the Data Processor;
- 2.3.9. at the Data Controller's choice, delete or return all the Personal Data to the Data Controller after the end of the provision of the Services relating to the Processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data. Where the Data Processor cannot delete the Personal Data due to technical reasons, the Data Processor shall notify the Data Controller and take all steps to fully and effectively anonymise any Personal Data remaining to the fullest extent possible, and shall ensure any Personal data which is not deleted or effectively anonymised is made unavailable for further processing except to the extent required by law;
- 2.3.10. at Data Processor's cost and following written agreement as to the details:
 - (a) make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28; and



- (b) allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller;

2.3.11. notify the Data Controller without undue delay if the Data Processor becomes aware of a Personal Data Breach.

- 2.4. The Data Processor shall not transfer, publish, disclose, divulge or otherwise permit access to Personal Data by recipients (including Sub-processors) in jurisdictions outside of the European Economic Area unless the Data Controller ensures that any such transfer is at all times in compliance with the Regulation
- 2.5. Any actions which Simwood performs under this Addendum on request of Company shall be at Company's cost.

3. Governing Law

- 3.1. Should any provision of this DPA be invalid or become invalid then the legal effect of the other provisions shall be unaffected.
- 3.2. This DPA shall be governed by the laws of England and Wales. All disputes arising out of or in connection with this DPA will be submitted exclusively to the courts of England.



Data Processing Schedule

1. Categories of Data

The data provided by the Company to Simwood in connection with the Services.

These may include; name, title, address, eMail address, telephone number, other contact information, IP address(es), location information, usage information, call metadata

2. Categories of Data Subjects

Employees of the Company, their agents, contractors
End Users of Services
End Users of other communications providers

3. Permitted Purposes

Providing the Services to the Company

4. Duration

The duration of the services.



Document History

Version	Date	Author	Notes
1.0	2018-05-22	NB	Initial Release

The latest version of this document can always be obtained from https://simwood.com/docs/simwood_dpa.pdf

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