

INFORM CPI LIMITED

Analyse Local

Data Protection Addendum

forming part of and incorporated into the Licence Agreement
between the Licensee and Inform CPI Limited (**Inform CPI**)

This Addendum sets out the provisions that will govern the processing of personal data by the parties to the Licence Agreement and its provisions take precedence over every other term of the Licence Agreement unless expressly stated otherwise.

Definitions

The following definitions have the meanings shown:

Controller, Processor, data subject, personal data and **Processing** each have the meaning given to them in the Data Protection Laws and **Process** and **Processed** will be construed accordingly

Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise Processed

Data Protection Laws means all applicable privacy and data protection laws including the Data Protection Act 1998 (as replaced by the GDPR with effect from 25 May 2018) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and all subordinate and ancillary legislation, directions of any competent privacy regulator, common law and other relevant court decisions that relate to privacy and/or data protection in each case as may be amended, supplemented or replaced from time to time

Data Security Measures means the technical and organisational security measures described in **Annex 2** (as may be improved upon from time to time by Inform CPI or which have been agreed by the parties in accordance with **Annex 2**) as being those required to be used by Inform CPI and which have been approved by the Licensee as complying with the Data Protection Laws when Processing Licensee Data

Deliverables means the goods, services, software, licences and any other deliverables to be provided by or on behalf of Inform CPI under the Licence Agreement

GDPR means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data which came into force on 24 May 2016 (together with any associated derogations and amendments imposed by the United Kingdom) and which will apply from 25 May 2018

Personnel means any employee, officer, agent, consultant, auditor, subcontractor, Subprocessor or other third party acting on behalf of Inform CPI in connection with the provision of the Deliverables

Processing Requirements means the Licensee's requirements for the Processing of Licensee Data by or on behalf of Inform CPI under the Licence Agreement as described in **Annex 1**

Inform CPI Approved Subcontractor List means the internal list of subcontractors that have been approved by

the Licensee to provide services that involve one or more of the subcontractors Processing Licensee Data

Licensee Data means all personal data relating to data subjects that are Processed in the course of using or providing the Deliverables and includes any copies included in back-ups made by or on behalf of Inform CPI

Subprocessor means any third party engaged by Inform CPI including any of its affiliates, subsidiaries and/or subcontractors or agents that may Process Licensee Data

Licensee Instructions means the Licensee's instructions for the Processing of Licensee Data as described in this Addendum and the Processing Requirements or otherwise agreed by the Licensee and Inform CPI

Obligations and rights

- 1 **Intellectual property rights.** All intellectual property rights in and to Licensee Data will be and will remain vested in the Licensee.
- 2 **Compliance with Data Protection Laws.** Each of the parties will ensure that it complies with the Data Protection Laws when Processing Licensee Data under the Licence Agreement.
- 3 **Causing breach.** Each of the parties will not (and will ensure that none of the Personnel may) do anything that would cause itself or the other or any or any other person to be in breach of the Data Protection Laws.
- 4 **Compliance with Licensee Instructions.** When Processing Licensee Data on behalf of the Licensee, Inform CPI will comply with the Licensee Instructions. If Inform CPI is unable, for any reason, to comply with the Licensee Instructions, Inform CPI will notify the Licensee promptly. If Inform CPI believes that any of the Licensee Instructions infringes Data Protection Law, Inform CPI will notify the Licensee as soon reasonably practicable.
- 5 **Specific requirements and permitted Processing.** Inform CPI will ensure that, when it Processes Licensee Data, it will use the Data Security Measures. The Licensee has determined that compliance with the Data Security Measures when Processing Licensee Data by or on behalf of Inform CPI is satisfactory to comply with the Data Protection Laws. If the Licensee requires a change to Inform CPI's standard Data Security Measures, Inform CPI reserves the right to charge for implementing, maintaining and operating as the Licensee requires.
- 6 **Processing limitations.** Inform CPI will not Process the Licensee Data for any purpose beyond providing the Deliverables and the scope of the Licensee's Instructions or, to the extent otherwise necessary, to comply with the Data Protection Laws.
- 7 **International transfers.** Inform CPI will not transfer or allow any other person to transfer the Licensee Data outside the European Economic Area without the Licensee's prior written approval.
- 8 **Acknowledgement.** The Licensee acknowledges and accepts that access and use of the Deliverables by its authorised users may occur outside the European Economic Area and, in such circumstances the Licensee Data, may be viewed outside the European Economic Area by the relevant user. Inform CPI will not be in breach of **paragraph 7** in such circumstances.
- 9 **Personnel.** Inform CPI will: (i) take reasonable steps to ensure the reliability of Personnel that may have access to Licensee Data; (ii) carry out appropriate checks of its Personnel before allowing them to Process the Licensee Data; (iii) ensure the Personnel are appropriately trained in the handling and secure Processing of the Licensee Data.

- 10 **Subcontracting.** Inform CPI will only appoint Subprocessors in connection with the Processing of the Licensee Data where: (i) the Subprocessor has provided sufficient guarantees to ensure the Data Security Measures are met or exceeded; (ii) the Subprocessor is on the Inform CPI Approved Subcontractor List; and (iii) the Subprocessor is appointed under a written agreement that complies with the Data Protection Laws. Inform CPI will remain liable for the defaults of its Subprocessors as if it carried out the actions of the Subprocessors itself.
- 11 **Confidentiality.** Inform CPI will ensure that: (i) any persons authorised by or on behalf of Inform CPI to Process Licensee Data are bound by obligations to maintain the confidentiality of the Licensee Data; and (ii) its disclosure of Licensee Data will be limited to the extent necessary to provide the Deliverables or as otherwise permitted under the Licence Agreement, by the Licensee or by applicable Data Protection Law.
- 12 **Data subject rights.** The Licensee and the Licensee's users have full access to the Licensee Data through the Deliverables and, as such, it is the Licensee's responsibility to comply with the rights of data subjects under the Data Protection Laws. If, for any reason the Licensee needs the help of Inform CPI to comply, Inform will provide assistance but reserves the right to charge for the assistance at our then prevailing rate.
- 13 **Regulator and other third party correspondence.** If Inform CPI receives a communication from a regulator, other competent authority or any other person (each a **Competent Person**) in respect of Licensee Data Inform CPI will, unless prohibited by the Competent Person or applicable laws, forward it to the Licensee to address and reserves the right to notify the Competent Person that it has done so. If Inform CPI is required to respond to the communication directly, Inform CPI will do so.
- 14 **Data breach.** Inform CPI will maintain a Data Breach incident response plan that documents the procedures to be followed and contacts to be notified in the event of a Data Breach. In the event Inform CPI suffers a Data Breach as a result of or in connection with the performance of its rights or obligations under the Licence Agreement, Inform CPI will notify the Licensee of all material facts without undue delay after becoming aware of the Data Breach.
- 15 **Data breach management.** Inform CPI will cooperate and assist the Licensee in handling the Data Breach referred to in **paragraph 14**, by investigating the Data Breach, facilitating meetings with those involved in the data breach and making available all relevant records, including those regarding the facts relating to the Data Breach, its effects and the remedial action taken or to be taken. If the Data Breach is not attributable to Inform CPI or any of its Subprocessors, Inform CPI reserves the right to charge for the assistance at its then prevailing rate.
- 16 **Confidentiality in respect of Data Breaches.** Except as required by Data Protection Laws, neither party will do, say or report anything to any person that may affect the other's reputation without the approval of such other party (such approval not to be unreasonably withheld or delayed).
- 17 **Data protection impact assessments.** Inform CPI will cooperate, and provide reasonable assistance to the Licensee with any data protection impact assessment that the Licensee is required by the Data Protection Laws to carry out in connection Inform CPI's Processing of Licensee Data. If such co-operation or assistance requires Inform CPI or any Subprocessor to provide any additional professional services, Inform CPI will notify the Licensee of the proposed charges and no work will be commenced until the parties have agreed the charges and the scope of work in writing.
- 18 **Returning Licensee Data on termination or expiry.** The Licensee is able to export the Licensee Data at any time during the term of our Licence Agreement. After expiry (or termination if that is earlier) Inform CPI will delete the Licensee Data -
- 19 **Demonstration of compliance.** Inform CPI will appoint an independent third party to carry out an annual assessment to verify Inform CPI's compliance with the terms of this Addendum. Inform CPI will provide the Licensee with a copy of the latest report produced on request.

Audit. If a court or regulatory body requires Inform CPI to give the Licensee access to its premises or systems, Inform CPI will do so but will require the Licensee to comply with its prevailing security and health and safety requirements.

Annex 1 – Processing requirements

Subject matter	<i>The Licensee has appointed Inform CPI to provide certain Deliverables (as specified in the Licence Agreement). To facilitate the provision of these, Inform CPI will need to Process the Licensee Data in respect of which the Licensee is the Controller.</i>
Duration of Processing	<i>The Processing will continue for the term of the Licence Agreement (as the same may be terminated and/or extended in accordance with the terms of the Licence Agreement)</i>
Nature and purpose of Processing	<i>Licensee Data will be Processed for the purpose of providing the Deliverables to the Licensee in accordance with the terms of the Licence Agreement</i>
Type of personal data	<p><i>The provision of the Deliverables may require the Processing of any type of personal data;</i></p> <ul style="list-style-type: none"> - <i>Name</i> - <i>Email address</i> - <i>Telephone numbers</i> - <i>Address</i>
Data subjects	<p><i>The provision of the Deliverables may involve the Processing of personal data about any or all of the following data subjects:</i></p> <ul style="list-style-type: none"> - <i>users</i> - <i>customers</i> - <i>Ratepayers</i> - <i>Property occupiers</i> - <i>Agents</i>

Annex 2 – Data Security Measures

- 1 **Knowledge and resources.** Inform CPI will ensure that it has the appropriate knowledge to Process the Licensee Data and has the necessary resources to implement the technical and organisational measures required under this **Addendum**.

- 2 **Security of the Licensee Data.** Inform CPI will implement and maintain the following technical and organisational measures when Processing Licensee Data and the Licensee has determined and are satisfied that:
 - (a) these are sufficient to ensure compliance with the Data Protection Laws and the protection of the rights of data subjects; and

 - (b) they take into account the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Licensee Data when it is transmitted, stored or otherwise Processed

Security measure	Details of the measure
Compliance framework	<i>We have internal policies and procedures that are kept under review and external specialist data protection advisers to support our compliance.</i>
Training	<i>All relevant personnel are trained to understand data protection and to apply its principles within their roles.</i>
Firewalls	<i>Network devices are managed within a secure management network and servers are secured by firewalls. In both instances SSL/TLS secure encryption protocols are used.</i>
Anti virus	<i>All of the servers we manage have antivirus and malware scanners installed and have updates applied frequently.</i>
Encryption	<i>Data in transit is always encrypted to a minimum standard of 256 bit</i>
Access controls	<i>We offer various options for the Licensee to choose from including:</i> <ul style="list-style-type: none"> • <i>email / password</i> • <i>strong passwords</i> • <i>two-factor authentication</i>
Data partitioning	<i>Each client’s data is logically separated from that of other clients in our databases.</i>
Access limitations	<i>The Licensee Data is only accessible by a small number of personnel in our development team on a ‘need to know’ basis.</i>
Resilience	<i>All servers that serve our application are load balanced and can distribute load/requests to at least 3 servers.</i>
Security testing	<i>We have some continual end-to-end testing of our server cluster to ensure specific key indicators are working correctly. Team members are alerted if an expected behavior has not executed as expected.</i>
Back ups	<i>Our databases are backed-up daily.</i>

	<i>From these various back-ups, we are able to restore the entire database in the event of a physical or technical incident in a timely manner.</i>
Disaster recovery	<i>We maintain a disaster recovery plan to test our disaster recovery which is tested at least annually.</i>
Secure hosting	<i>We currently use leading third parties to provide hosting services. They have all been vetted and authorised by a designated approver within Inform CPI as part of our supplier on-boarding process and we have written contracts with each of them incorporating appropriate data protection provisions to protect Licensee Data.</i>
Other measures	<i>If we agree any alternative or additional measures in writing specifically referring to this Annex 2 of the Addendum, we will implement and maintain these accordingly. .</i>