

# AGREEMENT REGARDING THE PROCESSING OF PERSONAL DATA

(Sales)

Version 1.1  
March 2018

## Table of content

ARTICLE 1. DEFINITIONS AND INTERPRETATION .....	2
ARTICLE 2. SUBJECT OF THIS DPA.....	3
ARTICLE 3. PROCESSING .....	3
ARTICLE 4. RESPONSIBILITIES OF THE PROCESSOR .....	3
ARTICLE 5. RESPONSIBILITIES OF THE DATA CONTROLLER .....	4
ARTICLE 6. SUB-PROCESSORS .....	4
ARTICLE 7. SECURITY AND DATA BREACHES .....	5
ARTICLE 8. CONFIDENTIALITY .....	5
ARTICLE 9. AUDITS.....	5
ARTICLE 10. LIABILITY .....	6
ARTICLE 11. CHANGES .....	7
ARTICLE 12. TERM AND TERMINATION .....	7
ARTICLE 13. APPLICABLE LAW AND DISPUTE RESOLUTION .....	7
ARTICLE 14. FINAL PROVISIONS .....	7
SCHEDULE 1 – IDENTIFICATION OF MASTER AGREEMENT .....	9
SCHEDULE 2 - DESCRIPTION OF THE PROCESSING OF PERSONAL DATA.....	10
SCHEDULE 3 – SECURITY MEASURES.....	12
SCHEDULE 4 – SUB-PROCESSORS.....	12
SCHEDULE 5 – EU MODEL CLAUSES.....	14

## THE UNDERSIGNED:

1. **[NAME CUSTOMER]**, (whose details are specified in the Master Agreement) hereafter referred to as (“Data Controller”) or (“Customer”); and
2. **[NAME Unit4 COMPANY]**, (whose details are specified in the Master Agreement) hereafter referred to as (“Processor”) or (“Unit4”);

Hereinafter collectively referred to as: the “Parties”

## WHEREAS:

- A. The Parties entered into an agreement(s) under which Personal Data is Processed as identified in Schedule 1, (hereinafter “Master Agreement”) to which this DPA is an annex.
- B. Under the Master Agreement, the Data Controller also provides the Processor with Personal Data, for which the Data Controller is responsible and determines the purpose and the means for the Processing. The Processor shall process such Personal Data as part of the performance of its obligations under the Master Agreement.
- C. The Parties wish to set out their rights and obligations with respect to the Processing of the Personal Data in this DPA in accordance with (i) all Applicable Law relating to the processing of personal data, in particular the General Data Protection Regulation (EU) 2016/679 (“GDPR”); and (ii) to the extent it relates to the processing of personal data any Applicable Law which amends, supercedes or replaces existing law (“Data Protection Legislation”).
- D. The terms and conditions in this DPA shall be deemed to replace any clauses in the Master Agreement in relation (only) to the processing of Personal Data (including any definitions) and any rights, obligations, responsibilities and liabilities related thereto and, if applicable, supersedes all previous agreement (s) of similar scope between Parties.

## The parties have agreed as follows:

### ARTICLE 1. DEFINITIONS AND INTERPRETATION

Capitalised terms used in this DPA shall have the meanings as set out below:

- |     |   |   |
|-----|---|---|
| 1.1 | <b>Data Protection Agreement or DPA</b> | this agreement by and between Processor and Data Controller including the Schedules.  |
| 1.2 | <b>Data Controller</b>                  | the Party who determines the purposes for which and the way any Personal Data relating to any Data Subjects is, or is to be, Processed.   |
| 1.3 | <b>Data Breach</b>                      | a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of Personal Data or access to Personal Data transmitted, stored or otherwise Processed.   |
| 1.4 | <b>Data Subject(s)</b>                  | the person(s) to whom Personal Data relates or may relate to.   |
| 1.5 | <b>Data Protection Authority</b>        | means a relevant authority or other body appointed under Data Protection Legislation to monitor and enforce the same  |
| 1.6 | <b>Data Protection Officer or DPO</b>   | professional, knowledgeable person who supervises application and compliance with the Data Protection Legislation and privacy policy within an organization (“DPO”)   |
| 1.7 | <b>Data Protection Legislation</b>      | has the meaning given to it in Recital C (above)  |
| 1.8 | <b>Personal Data</b>                    | any information provided by the Data Controller relating to a directly or indirectly identified or identifiable natural person, by reference to an identification number or to one or more elements specific to his physical, physiological, mental, economic, cultural or social identity.   |
| 1.9 | <b>Process / Processing:</b>            | any operation or set of operations that is performed with Personal Data, whether or not by automatic means, such as but not limited to collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. |

- 1.10 **Processor** the party who acts on behalf of the Data Controller without being subject to his direct authority.
- 1.11 **Schedule** means a Schedule to this DPA whether (i) attached hereto or (ii) published on-line as 'Data Processing Product Sheets' on [www.unit4.com/terms](http://www.unit4.com/terms) and hereby incorporated by reference into this DPA.
- 1.12 **Sub-processor** the party that is engaged by the Processor for the performance of this DPA and the related Processing.
- 1.13 **Master Agreement** the agreement(s) between Processor and Data Controller regarding the services delivered by Processor, to which this DPA is an annex.
- 1.14 **Third Party** a natural or legal person, a government body, a service or another body, other than the Data Subject, the Data Controller, the Processor, or the persons authorized under direct authority of the Data Controller or the Processor to Process the Personal Data.

## ARTICLE 2. SUBJECT OF THIS DPA

- 2.1 The Processor shall Process the Personal Data for the Data Controller in accordance with the terms and conditions of this DPA.
- 2.2 Schedule 1 specifies the Master Agreement.
- 2.3 Schedule 2 describes without limitation the purposes and means of the Processing, the categories of Personal Data that will be Processed and the retention period for such Personal Data and the country (or place) where the Personal Data will be Processed.
- 2.4 The Parties shall update the Schedules during the term of this DPA, if necessary.

## ARTICLE 3. PROCESSING

- 3.1 The Personal Data shall be Processed in a proper and careful manner, in accordance with the terms and conditions of this DPA, the Data Protection Legislation.
- 3.2 The Processor and the Data Controller shall provide each other timely, with all necessary information to enable proper compliance with the Data Protection Legislation.
- 3.3 The Processing of Personal Data takes place in the country/place set forth in Schedule 2. By executing this DPA, the Data Controller has given its explicit permission for the Processing of the Personal Data in the countries mentioned in Schedule 2.
- 3.4 In case the Processing of Personal Data takes place outside the European Union ("EU"), such Processing will only take place if the Data Controller has given its prior written approval **or** provided that the Processing will take place based on appropriate safeguards that provide for a sufficient level of data protection. The Data Controller hereby gives consent to the Processor for the Processing of the Personal Data in the countries as set out in the Schedules. Where such Processing of Personal Data will be outside the EU, to ensure appropriate contractual safeguards the Parties will comply with their respective obligations in the EU Model Clauses in Schedule 5 to this DPA (or such other appropriate safeguards that the Data Protection Authority or a competent regulator agree provides for a sufficient level of data protection).

## ARTICLE 4. RESPONSIBILITIES OF THE PROCESSOR

- 4.1 The Processor will Process the Personal Data in a proper and careful manner in accordance with the terms and conditions of this DPA and will ensure compliance with the applicable statutory regulations regarding the protection of Personal Data.
- 4.2 The Processor will only Process Personal Data exclusively in the context of the execution of the Master Agreement and the written instructions provided by the Data Controller, unless the Processor is legally obliged to Process the Personal Data in a manner contrary to this. In the latter case, the Processor will inform the Data Controller of the relevant legal provisions and its obligations.
- 4.3 The Processor will only Process Personal Data for the purposes for which it has received instructions and to fulfil the obligations delegated under this DPA. The Processor will not use the Personal Data for other purposes.
- 4.4 The Processor will not provide the Personal Data to a Third Party, unless this exchange takes place on the instructions of the Data Controller or in the context of the performance of this DPA (including the Schedules) or when this is necessary to comply with a legal obligation.

- 4.5. The Processor will not alter, edit, amend or otherwise change the Personal Data without the instruction of the Data Controller.
- 4.6. The Processor shall give its reasonable cooperation to the Data Controller to to fulfil the requests of a Data Subject to his/her rights as stated in the Data Protection Legislation such as, but not limited to, (i) granting Data Subjects access to their Personal Data; (ii) rectifying or erasing Personal Data at the request of the Data Subject; (iii) on request of a Data Subject, presenting evidence of the rectification or erasure of his Personal Data; (iv) on request of a Data Subject, providing the Personal Data, which he or she has provided to the Data Controller and the Data Controller has passed to the Processor and; (v) at the request of the Data Subject transmitting any Personal Data to another data controller (data portability). If a request is made to return or provide a copy of the Personal Data, the Processor will provide the Personal Data in a structured, widely used and machine-readable format.
- 4.7. In the event the Processor receives a request or objection from a Data Subject (which could be a request for, without limitation, information, access, rectification, data transfer, introducing a processing restriction, or transfer of the Personal Data), the Processor will forward that request immediately to the Data Controller.
- 4.8. The Processor shall maintain a record of all categories of Processing activities carried out on behalf of Data Controller, in accordance with the requirements mentioned in the Data Protection Legislation. The Processor shall provide the Data Controller with all necessary information.
- 4.9. The Processor shall support the Data Controller in fulfilling its statutory information obligations towards the supervisory authorities and/or the Data Subjects and if necessary, if it concerns technology of Processor, assist with a Privacy Impact Assessment ("PIA").

## **ARTICLE 5. RESPONSIBILITIES OF THE DATA CONTROLLER**

- 5.1. The Data Controller is responsible for the lawful Processing of the Personal Data and compliance with the legal regulations regarding the protection of Personal Data, including, but not limited to, the protection of the rights of the Data Subjects.
- 5.2. The Data Controller shall be solely responsible for determining the purposes for which and the way in which the Personal Data is to be Processed.
- 5.3. The Data Controller is responsible for informing the Data Subjects and guaranteeing the rights that the Data Subjects can exercise based on the Data Protection Legislation and other applicable privacy laws and regulations, and for communication with the Data Subjects.
- 5.4. The Data Controller warrants that the collected Personal Data is adequate, relevant and not excessive in relation to the purposes for which the Personal Data is transferred and (further) Processed.
- 5.5. The Data Controller shall immediately inform the Processor, if errors or irregularities occur concerning the Processing.
- 5.6. The Data Controller shall make available all information that the Processor may need for the Processing, in a timely fashion and in the agreed format set forth in Schedule 2.

## **ARTICLE 6. SUB-PROCESSORS**

- 6.1. The Processor will not engage Sub-processors without prior approval from the Data Controller. The Data Controller has given the Processor permission to engage the Sub-processor(s) listed in Schedule 4 by signing this DPA.
- 6.2. The Processor will inform the Data Controller in writing of any intended changes, for example regarding replacement, of any Sub-processor. The Data Controller may object to such changes in writing, within 7 days of written notification of such a change to the Sub-processors.
- 6.3. The engagement of a Sub-processor does not affect the obligations of the Processor towards the Data Controller in any way. Access to the relevant Personal Data may only be granted when the Sub-processor complies (or assures compliance) with the obligations of this DPA. The Processor will execute a written agreement with the Sub-processors in relation to the sub-processing of any Personal Data, which will be in accordance with the relevant legislation and regulations and this DPA.
- 6.4. Schedule 4 lists the current Sub-processors, the Processing location and the description of the work. The Parties will, if necessary and within a reasonable time after a change, update this Schedule during the term of this DPA.

## ARTICLE 7. SECURITY AND DATA BREACHES

- 7.1 The Processor will take the technical and organizational security measures that comply with Data Protection Legislation and industry good practice necessary to ensure the availability, integrity and confidentiality of the Personal Data and to protect it against loss or unlawful Processing. To be able to comply herewith, the Data Controller will inform the Processor of any reliability requirements that apply to the Processing and provide all necessary information sufficiently in advance in the event of any requested changes in reliability requirements for the Processing of Personal Data.
- 7.2 The technical and organizational security measures will be described in Schedule 3 and will comply with generally accepted security standards. The Data Controller acknowledges that it considers the arrangements set forth out in Schedule 3 be sufficient for the appropriate security of the Personal Data in accordance with Data Protection Legislation.
- 7.3 The Processor shall notify the Data Controller without undue delay after becoming aware of a Data Breach.
- 7.4 The notification mentioned in clause 7.3 shall contain at least:
1. the nature of the Data Breach including, where possible, the categories and approximate number of Data Subjects and the categories and approximate number of Personal Data records concerned;
  2. the name and contact details of the Data Protection Officer or another contact person where more information can be obtained;
  3. the likely consequences of the Data Breach;
  4. the measures taken or proposed to be taken by the Processor to address the Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 7.5 The Processor shall support the Data Controller in fulfilling its statutory information obligations towards any supervisory authorities and/or the Data Subjects, in case of a Data Breach.
- 7.6 In the event that the Processor considers that the Processing is unlawful, he shall inform the Data Controller immediately.

## ARTICLE 8. CONFIDENTIALITY

- 8.1 The Processor shall keep the Personal Data that it Processes under this DPA confidential and shall take all necessary measures to ensure the confidentiality of the Personal Data. The Processor will also impose the obligation of confidentiality on its personnel and all persons engaged by it who have access to Personal Data.
- 8.2 The confidentiality obligation referred to in this article shall not apply if the Data Controller has given written permission to provide the Personal Data to a Third Party, or in case of a legal obligation to provide the Personal Data to a Third Party.

## ARTICLE 9. AUDITS

- 9.1 The Processor enables the Data Controller to review the compliance of the Processor with this DPA or to allow a review through independent auditors, at the cost of the Data Controller, without the use of any company confidential information of the Processor and without disturbing the operations of the Processor. In case the audit shows that the Processor is not in compliance with its obligations under this DPA, the Processor shall remedy or rectify the shortcomings identified by the review as soon as reasonably possible. In such a case Unit4 will bear the reasonably incurred and justifiably demonstrable costs of the auditor (payment only being made on presentation of a valid invoice from the auditors for such costs).
- 9.2 An audit can take place no more than once a year, unless there is sufficient evidence that shows that the Processor is not complying with its obligations under this DPA. The Processor shall provide the Data Controller with all information reasonably necessary to perform the audit.
- 9.3 In the event of an investigation by a Data Protection Authority or another competent authority ("Authority"), the Processor will provide all reasonable cooperation and inform the Data Controller as soon as possible.
- 9.4 The Processor shall designate an individual to be the point of contact who will support the Data Controller in the fulfilment of disclosure obligations arising from Processing and the Processor shall inform the Data Controller of the contact details for the point of contact.
- 9.5 In the event the Data Controller is subject to specific request for information from a Data Subject or other Third Party (entitled to make that request), the Processor will assist the Data Controller therewith. The Processor shall not take any steps in relation to any enquiry received from a Data Subject or Third Party,

except in accordance with any previous instructions of the Data Controller. In the event a Data Subject contacts the Processor to enforce his or her claims related to Data Protection Legislation, the Processor shall forward this request promptly to the Data Controller.

## ARTICLE 10. LIABILITY

- 10.1 Nothing in this DPA shall limit or exclude either Party's liability to the extent such limitation or exclusion is not permitted by Applicable Law, including for fraud, fraudulent misrepresentation death or personal injury attributable to negligence.
- 10.2 Subject to Article 10.1, In no event shall either Party be liable to the other party for any loss of profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages, howsoever caused, whether in contract, tort or under any other form of liability, and whether or not the party has been advised of the possibility of such damages.
- 10.3 Each Party's respective liability under this DPA for the mutual indemnification provided in Articles 10.5 to 10.7 or for any breach caused by its wilful default shall remain unlimited.
- 10.4 If a Party is in breach of the terms of this DPA, such Party is liable for the loss and damage that the other Party suffers. Subject to the provisions of Articles 10.1 and 10.3, the liability for any loss or damage suffered by a Party as a result of a breach by the other Party shall be limited to the financial amount set out in the general limit on liability in the Master Agreement save that the total aggregate liability of either party under this DPA shall never exceed an amount of i) € 500.000; or ii) the liability amount as agreed in the Master Agreement (whichever is higher).
- 10.5 The Processor shall indemnify the Data Controller and hold it harmless from fines and / or penalties imposed on the Data Controller by or on behalf of the Authority and for claims relating to any loss or damage suffered by a Data Subject, where it has been established that these penalties and / or penalty payments or claims are directly attributable to a failure by the Processor to Process Personal Data in accordance with Data Protection Legislation or other applicable privacy legislation.
- To avail itself of this Article 10.5, the Data Controller shall:
- (i) inform the Processor immediately in writing of the existence and the subject matter of the claim of a Data Subject or of any investigation or other instruction that could lead to determining the intention or decision of the Authority to impose a penalty or order for a penalty;
  - (ii) to act and communicate to the Authority or to the Data Subject in consultation with the Processor;
  - (iii) object and / or appeal against imposed fines if there is reason to do so; and
  - (iv) leave the handling of the case, including the making of any settlements, entirely to the Processor. To this end, the Data Controller will grant the necessary powers of attorney, information and cooperation to the Processor to defend itself against these legal actions, if necessary in the name of the Data Controller.
- 10.6 The Data Controller shall indemnify the Processor and hold it harmless from fines and / or penalties imposed on the Processor by or on behalf of the Authority and for claims for loss or damage suffered by a Data Subject, where it has been established that these penalties and / or penalty payments or claims are attributable to the failure by the Data Controller to comply with Data Protection Legislation or other applicable privacy legislation.
- To avail itself of this Article 10.6, the Processor shall:
- (i) inform the Data Controller in writing without delay of the existence and the subject matter of a claim of a Data Subject or of any investigation or other instruction that could lead to determining the intention or decision of the Authority to impose a penalty or order for a penalty;
  - (ii) to act and communicate to the Authority or to the Data Subject in consultation with the Data Controller;
  - (iii) object and / or appeal against imposed fines if there is reason to do so; and
  - (iv) leave the handling of the case, including the making of any settlements, entirely to the Data Controller. To this end, the Processor will grant the necessary powers of attorney, information and cooperation to the Data Controller to defend itself against these legal actions, if necessary in the name of the Processor.
- 10.7 Insofar as the Parties share liability (whether joint and severally or otherwise) towards Third Parties, including Data Subject(s), or have a fine jointly imposed upon them by the Authority, the Parties are

responsible to each other for such part of the fine that is proportionate to its fault and that it incurs by mutual agreement in relation to the debt and costs.

## **ARTICLE 11. CHANGES**

- 11.1 In the event any changes to (the performance of any obligation under) the Master Agreement may have consequences in respect of the Processing of Personal Data, the Parties shall discuss whether any amendments to this DPA and/or the Schedules, are necessary. Any amendment to this DPA must be made in writing and signed by a duly authorized representative of each Party.
- 11.2 Amendments to the Schedules may be made by the Processor by notifying the Data Controller in writing, stating the version number and the date of entry of the updated version.

## **ARTICLE 12. TERM AND TERMINATION**

- 12.1 This DPA will commence on the date the last Party signs this DPA and it shall remain in force as long as the Processor Processes the Personal Data.
- 12.2 Upon termination of this DPA, the Processor shall return - or at the Data Controller's request either destroy or save - the Personal Data in the manner set forth in Schedule 2. In case the Personal Data are held or stored in a computer system or in any other form which reasonably cannot be handed over to the Data Controller, the Processor will destroy the Personal Data on its systems immediately, unless the Parties agree otherwise in writing.

## **ARTICLE 13. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 13.1 This DPA is governed by, and shall be interpreted in accordance with, the laws that govern the Master Agreement, in so far as permitted by mandatory law.
- 13.2 Disputes that arise from or in connection to this DPA shall be settled exclusively by the court competent to settle disputes under the Master Agreement.

## **ARTICLE 14. FINAL PROVISIONS**

- 14.1 In case one Party is subject to further obligations of secrecy and has informed the other Party in writing thereof, the other Party is obliged to comply with those obligations.
- 14.2 In case an individual provision of this DPA or parts thereof are or become invalid, this will not affect the rest of this DPA. Parties will adjust an invalid article in joint consultation to a valid article.
- 14.3 In the event of inconsistencies between the provisions of this DPA and the Master Agreement or provisions of other appendices to the Master Agreement, the provisions of this DPA will prevail.
- 14.4 After termination of this DPA, the provisions, which by their nature are intended to remain in force afterwards, including the duty of confidentiality and liability remain in full force.



**Schedules:**

**Schedule 1:** Identification of Master Agreement

**Information Schedules (Data Processing Product Sheets)**

**Schedule 2:** Description of the Processing of Personal Data

**Schedule 3:** Security measures

**Schedule 4:** Sub-processors

**[Schedule 5: EU Model Clauses]**

This document is entered into by the Parties as set out below:

**Signed for and on behalf of Unit4  
Processor**

**Signed for and on behalf of Customer  
Data Controller**

Signature:.....

Signature:.....

Duly represented by  
Name:.....

Duly represented by  
Name:.....

Title:.....

Title:.....

Date:.....

Date:.....

Company number:.....

## SCHEDULE 1 – IDENTIFICATION OF MASTER AGREEMENT

### 1. MASTER AGREEMENT

The Parties entered into the following agreement(s) (“Master Agreement”) where Personal Data are processed, to which this DPA is an annex:

1.1 Agreement.....with regard to [DESCRIPTION on DATE Version or Product/service]

1.2 Agreement.....with regard to [DESCRIPTION on DATE Version or Product/service]

1.3 etc...

DRAFT

## SCHEDULE 2 - DESCRIPTION OF THE PROCESSING OF PERSONAL DATA

### [EITHER]

This information is made available on: [www.unit4.com/terms](http://www.unit4.com/terms) and is incorporated in this DPA.

### [OR COMPLETE THE SECTIONS BELOW]

#### 1. THE PERSONAL DATA THAT WILL BE PROCESSED:

[Note: Please complete this with a list of all Personal Data of the Data Controller which will be Processed by the Processor. Please see the examples listed below.] (General description of the categories Personal data where the data that is processed relate to)

##### For example:

- Customer/Employee names
- Customer/Employee address
- Customer/Employee contact details
- Customer/Employee telephonenumber
- Customer/Employee Contract information

#### 2. NATURE AND OBJECTIVE(S) OF PROCESSING:

THE NATURE OF THE PROCESSING IS [SHORT DESCRIPTION OF SERVICE]

The Data Controller determines the purposes of processing the Personal data, this purpose should be entered here.

##### For example:

Management and support of software applications that support the business processes of Data Controller.

#### 3. DESCRIPTION OF THE PROCESSING AND MEANS:

Processor will Process the aforementioned Personal Data in connection with the following activities (the activities below are mentioned as example only)

- hosting
- making backups
- technical management consisting of .....
- application management consisting of .....
- (other)

If the activities are specifically mentioned in the Master Agreement, it would suffice to refer to that list as follows: "The Processor will Process the aforementioned Personal Data in connection with the activities as described in the Master Agreement".

The resources to be used are ..... (e.g. certain modules, applications etc.)

[Please complete]

#### 4. RETENTION PERIOD

The Processor will keep the Personal Data for the duration of the Master Agreement

or for the duration of .....

(If so agreed, please fill out the longer period and costs to keep the Personal Data longer or delete this last part of the sentence "or for the duration of").

After the agreed retention, the Processor will return the Personal Data to the Data Controller, on a migration-capable format set by Processor or immediately destroy the Personal Data without retaining a copy, upon first request of Data Controller.

## 5. INFORMATION REGARDING COUNTRY (OR PLACE) OF PROCESSING OF PERSONAL DATA

(ALSO REMEMBER THAT MAINTENANCE ON THE SYSTEMS MAY BE DONE BY PERSONS WHO ARE LOCATED OUTSIDE THE EUROPEAN ECONOMIC AREA (EEA) OR THAT DATA IN CLOUD STORAGE COULD HAVE OPERATORS NOT LOCATED IN THE EEA)

when applying a statement of countries where the processing can take place / takes place and the measures taken to meet the applicable law with regard to the transfer of personal data]

## 6. CONTACT DETAILS

6.1 For questions or comments about the Agreement and Schedules the contact person is

Data Controller: [contact information]

Processor: [contact details]

## SCHEDULE 3 – SECURITY MEASURES

**[EITHER]**

AS STATED IN ARTICLE 7 OF THIS DPA, THE CONCRETE TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES ARE MADE AVAILABLE ON: [www.unit4.com/terms](http://www.unit4.com/terms) AND ARE INCORPORATED IN THIS DPA.

**[OR]**

AS STATED IN ARTICLE 7 OF THIS DPA, THE CONCRETE TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES SHALL BE SET OUT BELOW:

DRAFT

## SCHEDULE 4 – SUB-PROCESSORS

[EITHER]

This information is made available on: [www.unit4.com/terms](http://www.unit4.com/terms) and is incorporated in this DPA.

[OR COMPLETE THE SECTIONS BELOW]

<b>Sub-processor</b> (company name, location etc.)	<b>Processing location</b>	<b>Type of service by</b> <b>Sub-processor</b>

## [SCHEDULE 5 – EU MODEL CLAUSES]

[Current EU Model clauses can be inserted or this schedule deleted if not required]

DRAFT