



Annex A(i) to Appendix A
Unit4 Data Processing Terms

(UNITED STATES)

Version 1.1

1. SUBJECT OF THESE DATA PROCESSING TERMS

- 1.1 Unit4 will Process Personal Data for the Customer (and Customer consents to the same) in accordance with Applicable Law and these Data Processing Terms including any schedules.
- 1.2 Customer will comply with its obligations in accordance with Applicable Law and these Data Processing Terms including any schedules.
- 1.3 For the purposes of these Data Processing Terms, the Data Protection Legislation shall be defined as all Applicable Law relating to the processing of personal data, as varied and amended from time to time.

2 HANDLING AND PROTECTION OF PERSONAL DATA

Compliance with Data Protection Legislation

- 2.1 Both parties shall comply with all its obligations under the Data Protection Legislation.

Process, Use and Disclosure

- 2.2 Unit4 shall only process, use or disclose Personal Data:
 - 2.2.1 strictly for the purposes of fulfilling its obligations and providing the services required under the Agreement;
 - 2.2.2 with the Customer's prior written consent; or
 - 2.2.3 when required by Applicable Law or an order of court, but shall notify the Customer as soon as practicable before complying with such Applicable Law or order of court.

Transfer of personal data outside United States

- 2.3 The Processing of Personal Data takes place in the country/place or countries/places set out in in the Agreement and the Customer hereby gives its explicit consent to such Processing.
- 2.4 Save as consented to in the previous sentence, Unit4 shall not transfer Personal Data to a place outside the United States without the Customer's further prior written consent, unless required or authorized to do so by an Applicable Law or court order.
- 2.5 Personal Data transferred outside the United States will be protected at a standard that is comparable to that under the Data Protection Legislation. If Unit4 transfers Personal Data to any third party outside the United States, Unit4 shall ensure any sub-processing by that third party takes place on comparable terms to these Data Processing Terms.

Security Measures

- 2.6 Unit4 shall protect Personal Data in Unit4's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information and communications technology measures) to prevent unauthorized or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Personal Data, or other similar risks. Details of such "reasonable security arrangements" can be provided on request.
- 2.7 Unit4 shall only permit its authorised personnel to access the Personal Data.

Access to Personal Data

- 2.8 Unit4 shall provide the Customer with access to the Personal Data that Unit4 has in its possession or control, as soon as practicable upon Customer's written request.
- 2.9 In the event that a Data Subject contacts Unit4 to request access to Personal Data that Unit4 has in its possession or control (including for the purposes of correcting that information), Unit4 will refer that request to the Customer.

Accuracy and Correction of Personal Data

- 2.10 Where the Customer provides Personal Data to Unit4 or inputs Personal Data into Customer applications, the Customer shall ensure that the Personal Data is accurate, complete, up to date, not corrupted and virus free before providing or inputting the same. Save where the Customer may correct errors itself, Unit4 shall take steps to correct any errors in the Personal Data, as soon as practicable upon the Customer's written request.

Retention of Personal Data

- 2.11 Unless required by or under an Applicable Law or court/tribunal order, Unit4 shall not retain Personal Data (or any documents or records containing Personal Data, electronic or otherwise) for any period longer than is necessary to serve the purposes of this Agreement.
- 2.12 Provided that any request by the Customer does not impede Unit4's ability to fulfil any contractual obligations to the Customer, and subject to section 2.11, Unit4 shall, upon the earlier of a) the request of the Customer or b) following termination of the license between the party:
- 2.12.1 return to the Customer, all Personal Data; or
- 2.12.2 delete all Personal Data in its possession,
- and, after returning or deleting all Personal Data, provide the Customer with written confirmation that it no longer possesses any Personal Data. Where applicable, Unit4 shall also instruct all third parties to whom it has disclosed Personal Data for the purposes of this Agreement to return to Unit4 or delete such Personal Data.

Notification of Breach

- 2.13 Unit4 shall notify the Customer without undue delay after becoming aware of a Data Breach.
- 2.14 Customer agrees to provide notification to Data Subjects as required by Applicable Law or the Data Protection Legislation.

Subcontractors/Sub-processing

- 2.15 If the Agreement between the parties permits sub-processing, Unit4 will ensure the material obligations herein are required of the sub-processor.

Additional Responsibilities of the Customer

- 2.16 The Customer is responsible for the lawful Processing of the Personal Data and compliance with the Data Protection Legislation including, but not limited to, the protection of the rights of the Data Subjects.
- 2.17 The Customer shall be solely responsible for determining the purposes for which and the way in which the Personal Data is to be Processed.
- 2.18 The Customer 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.
- 2.19 The Customer 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.
- 2.20 The Customer shall inform Unit4, if errors or irregularities occur concerning the Processing.
- 2.21 The Customer shall make available all information that Unit4 may need for the Processing, in a timely fashion.
- 2.22 The Customer shall be responsible and liable (as between the parties themselves and to the Data Subjects and the Data Protection Authority) for: (i) ensuring Data Subjects have given the appropriate consent to the processing of any Personal Data by Unit4 (or any Sub-Processor); and (ii) any claims or complaints resulting from Unit4's actions to the extent that such actions result from instructions received from the Customer.