

Blue Copper Technology Limited Data Processing Agreement

1. Definitions

In this agreement:

Applicable Law - means applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body.

Controller: any natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR 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.

Data Subject: any identified or identifiable natural person from whom Personal Data is collected.

General Data Protection Regulation or GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Model Clauses: means model clauses for the transfer of Personal Data to Controllers or Processors (as appropriate) established in third countries approved by the European Commission from time to time (available online at [//ec.europa.eu/justice/data-protection/document/international-transfers/transfer/index_en.htm](https://ec.europa.eu/justice/data-protection/document/international-transfers/transfer/index_en.htm)), as such model clauses may be amended or superseded by the European Commission from time to time.

Personal Data: any data that is considered as personal data under the Data Protection Legislation, specifically information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Personal Data Breach or Breach: any suspected or actual security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored, or otherwise Processed.

Processing or Processed: every operation or set of operations which is performed with regard to Personal data, including without limitation the collection, recording, organisation, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, combining, linking to other data, blocking, erasure or destruction of Personal Data.

Processor: any natural or legal person, public authority, agency or other body which processes Personal Data on behalf of a Controller.

Services: any services to be provided by Blue Copper Technology Limited to the Customer under a Statement of Work or Services Agreement.

Subprocessor: any natural or legal person engaged by the Customer only for the performance of Processing under this Agreement and as specifically authorised in advance in writing by Blue Copper Technology Limited.

Third Party(/ies): any company or entity other than Blue Copper Technology Limited, the Customer, Data Subjects and persons who, under the direct authority of Blue Copper Technology Limited or the Customer are authorised to process Personal Data. Subprocessor(s) are not considered as a Third Party.

2. Status of this Agreement

1. This Agreement supplements and is incorporated into any Statement of Work or Services Agreement.
2. If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Statement of Work or Services Agreement, the provisions of this Agreement shall prevail between the parties.
3. The consideration for this Agreement consists of the mutual obligations and benefits between the parties set out in the provisions below.

3. Compliance with Data Protection Legislation

1. Both parties will comply with all applicable requirements of the Data Protection Legislation.

4. Status of the Parties

1. If the Customer requires Blue Copper Technology Limited to Process Personal Data, it will transfer the relevant Personal Data to Blue Copper Technology Limited who will act as Processor for this purpose and the clauses of this Agreement shall apply.
2. If Blue Copper Technology Limited requires the Customer to Process Personal Data, it will transfer the relevant Personal Data to the Customer who will act as Processor for this purpose and the clauses of this Agreement shall apply.

5. Notices

1. Any notices to Blue Copper Technology Limited under this Agreement should be sent by email to [gdpr@bluecopper.co.uk] or in writing via letter to Data Protection Officer, Blue Copper Technology Limited, Old Printer Yard, 156 South Street, Dorking Surrey RH4 2HF.

6. Obligations of Blue Copper Technology Limited as Processor

Blue Copper Technology Limited shall:

1. comply with the Data Protection Legislation in relation to its performance of the Processing, in such a way as to not expose the Customer to any violation of the Data Protection Legislation;
2. process Personal Data as a Processor on behalf of and only in accordance with the instructions of the Customer (which may be specific instructions or instructions of a general nature and which may be supplemented from time to time by further instructions) and only for the purposes of performing the Agreement and determined by the Customer;
3. promptly comply with any Customer request or instruction requiring Blue Copper Technology Limited to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing;
4. promptly inform the Customer if Blue Copper Technology Limited cannot provide such compliance for whatever reason of its inability to comply, in which case the Customer reserves the right to immediately and automatically suspend any Processing;
5. upon the Customer's request, assist the Customer in the fulfilment of the Customer's obligations to provide Data Subjects with any information required by law or by this Agreement and to respond to requests and complaints made by the Data Subjects;
6. notify the Customer immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation;
7. notify the Customer in writing /or by email regarding any request received directly from a Data Subject and not later than 48 hours after receiving such a request and shall provide reasonable assistance to the Data subject in order to respond to such Data Subject request;
8. promptly inform the Customer (if lawful to do so) in writing /or by email if it receives any correspondence or request for information from a supervisory authority in relation to the Personal Data to which this Agreement relates; and

9. delete or return all the Personal Data and any copies thereof which it is processing, has processed or have had processed on behalf of the Controller in a format agreed upon with the Customer after the end of the performance of the Statement of Work or Services Agreement at the choice of the Customer, and delete existing copies unless the applicable local law requires storage of the Personal Data.

7. Security and Confidentiality Measures

1. Blue Copper Technology Limited shall take and implement the appropriate technical and organisational security and confidentiality measures to ensure the security and confidentiality of the Personal Data, and regularly update them, to ensure a level of security appropriate to the risk related to the Processing of the Personal Data and to protect such data from any unauthorised or unlawful Processing, accidental loss, alteration, destruction or damage, as may be required or directed by the Customer from time to time.
2. During the term of this Agreement, Blue Copper Technology Limited shall maintain a training awareness program for its employees and Subprocessors regarding Personal Data security. Blue Copper Technology Limited shall ensure that the authorised persons are properly trained in the Processing of Personal Data and only have access to the Personal Data on a need-to-know basis, subject to obligation of confidentiality.

8. Subprocessors

1. Blue Copper Technology Limited shall not disclose or permit the disclosure of Personal Data to any Third Party, and/or shall not sub-contract whole or part of the Processing to any Third Party, unless Blue Copper Technology Limited has the prior written consent of the Customer as required by applicable Member State law or law of the European Union.
2. Where Blue Copper Technology Limited is authorised to subcontract whole or part of the Processing, Blue Copper Technology Limited shall enter into a contract with the Subprocessor whereby Blue Copper Technology Limited shall require the Subprocessor to comply with obligations no less onerous than Blue Copper Technology Limited's obligations under this Clause. In particular, the Subprocessor shall provide sufficient guarantees to implement appropriate technical and organisational security and confidentiality measures. Such sub processing shall not release Blue Copper Technology Limited from its responsibility for its obligations under this Agreement. Blue Copper Technology Limited shall be responsible for the work and activities of such Subprocessors, and Blue Copper Technology Limited shall be held liable for the acts and omissions of any Subprocessor(s) to the same extent as if the acts or omissions were performed by Blue Copper Technology Limited.

9. International Personal Data Transfers

1. Blue Copper Technology Limited (or any sub-processor) must not transfer or otherwise process Personal Data outside the European Economic Area (EEA) without obtaining the Customer's prior written consent.
2. Upon written consent received by the Customer, Blue Copper Technology Limited shall not permit any Processing of Personal Data outside European Economic Area (EEA) unless:
 - a. Blue Copper Technology Limited or the relevant sub-processor is required to transfer the Personal Data to comply with Applicable Law, in which case Blue Copper Technology Limited will notify the other Party of such legal requirement prior to such transfer unless such Applicable Law prohibits such notice from being given to the other Party; or
 - b. Blue Copper Technology Limited is entitled to rely on a permitted derogation under Data Protection Law in order to transfer the Personal Data outside of the European Economic Area, which may include circumstances where (among other things):
 - i. the transfer is necessary for the performance of a contract between the data subject and the controller or the implementation of pre-contractual measures taken at the data subject's request;
 - ii. the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the controller and another person; or
 - iii. the transfer is necessary for the establishment, exercise or defence of legal claims.
3. transferring the Personal Data to a recipient that has executed Model Clauses. Where the Processor is established within the European Economic Area and transfers Personal Data to a sub-processor located outside of the European Economic Area, the Processor shall have the right to enter into Model Clauses with the sub-processor for and on behalf of the Controller, whether on a named or an undisclosed basis.

10. Personal Data Breach

In the event of a Personal Data Breach arising during the Processing of the Personal Data by Blue Copper Technology Limited, Blue Copper Technology Limited shall:

1. notify the Customer in writing /or by email about the Personal Data Breach within 24 hours of becoming aware of it, and provide information about:
 - a. the nature of the Breach including where possible the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;
 - b. the likely consequences of the Breach; and
 - c. the measures taken or proposed to be taken to address the Breach including, where appropriate, measures to mitigate its possible adverse effects.

2. after investigating the causes of such a Personal Data Breach, take such actions as may be necessary or reasonably expected by the Customer to minimise the effects of any Breach;
3. take all actions as may be required by Data Protection Legislation and more generally provide the Customer with reasonable assistance in relation to the Customer's obligations to notify the Breach to the supervisory authority and to the Data Subjects as the case may be;
4. maintain any record of all information relating to the breach, including the results of its own investigations and authorities' investigations;
5. cooperate with the Customer and take all measures as necessary to prevent future Breach from occurring again;
6. Blue Copper Technology Limited will not inform any Third Party or Data Subject of any Personal Data Breach without first obtaining the Customer's prior written consent, except when required to do so by law.
7. Blue Copper Technology Limited agrees that the Customer has the sole right to determine:
 - a. whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
 - b. whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

11. Evidence and Audit Rights

1. Blue Copper Technology Limited shall provide, upon request of the Customer, all information necessary to demonstrate compliance with the obligations laid down in this Agreement.
2. At the Customer's written request, Blue Copper Technology Limited will:
 - a. conduct an information security audit before it first begins processing any Personal Data and repeat that audit as reasonably required by the Customer;
 - b. produce a written report that includes detailed plans to remedy any security deficiencies identified by the audit;
 - c. provide the Customer with a copy of the written audit report; and
 - d. remedy any deficiencies identified by the audit within 30 days.
3. Upon reasonable notice to Blue Copper Technology Limited, the Customer may audit Blue Copper Technology Limited's compliance with the obligations of this Agreement or with any applicable data protection law or regulation. Blue Copper Technology Limited will allow for, contribute to and help the Customer (or a third party mandated by the Customer) with the aforementioned audit. Blue Copper Technology Limited will give the Customer (or a third party mandated by the Customer) access to its facilities, offices, and any information necessary for the Customer to evaluate compliance.

12. Authorised disclosures

1. Notwithstanding any other provision of this Agreement, the Customer agrees that Blue Copper Technology Limited may be required to disclose certain Personal Data:
 - a. to Government agencies or law enforcement authorities in accordance with Applicable Law;
 - b. to third party providers or licensors who are required to disclose certain Personal Data to Government agencies or law enforcement authorities in accordance with Applicable Law;
 - c. to third party providers for the proper operation of the Services, including to third party providers of products and/or services used in the provision of the Services in connection with the provision of trouble shooting or other support services in connection therewith;
 - d. to third party administrators or registrars such as RIPE who require such Personal Data for the proper operation of the Services and for the provision of databases such as the WHOIS database; and/or
 - e. to third party licensors whose software is licensed to the Customer in connection with the provision of the Services and who require such Personal Data for licence audit purposes,
 - f. in each case where relevant to the Services provided by Blue Copper Technology Limited to the Customer.
2. This Agreement shall be without prejudice to any obligations of the Customer under any Statement of Work or Services Agreement or Applicable Law to provide information to Blue Copper Technology Limited concerning its use of the Services.

13. Obligations of the Customer as Processor

The Customer shall:

1. comply with the Data Protection Legislation in relation to its performance of the Processing, in such a way as to not expose Blue Copper Technology Limited to any violation of the Data Protection Legislation;
2. process Personal Data as a Processor on behalf of and only in accordance with the instructions of Blue Copper Technology Limited (which may be specific instructions or instructions of a general nature and which may be supplemented from time to time by further instructions) and only for the purposes of performing the Agreement and determined by Blue Copper Technology Limited;
3. promptly comply with any request from Blue Copper Technology Limited or instruction requiring the Customer to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing;
4. promptly inform Blue Copper Technology Limited if the Customer cannot provide such compliance for whatever reason of its inability to comply, in

which case Blue Copper Technology Limited reserves the right to immediately and automatically suspend any Processing;

5. upon Blue Copper Technology Limited's request, assist with the fulfilment of Blue Copper Technology Limited's obligations to provide Data Subjects with any information required by law or by this Agreement, to respond to requests and complaints made by the Data Subjects, to put in place appropriate security measures, to notify Personal Data Breach to the supervisory authority and/or to Data Subjects if required, and to carry out a data protection impact assessment or to prior consult the supervisory authority where required;
6. notify Blue Copper Technology Limited immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation;
7. maintain a record of all categories of Processing activities carried out on behalf of Blue Copper Technology Limited in the performance of this Agreement;
8. notify Blue Copper Technology Limited in writing (by sending an email at the following email address: [gdpr@bluecopper.co.uk] regarding any request received directly from a Data Subject and not later than 48 hours after receiving such a request and shall provide reasonable assistance to the Data subject in order to respond to such Data Subject request;
9. promptly inform Blue Copper Technology Limited (if lawful to do so) in writing (by sending an email to [gdpr@bluecopper.co.uk] if it receives any correspondence or request for information from a supervisory authority in relation to the Personal Data to which this Agreement relates; and
10. delete or return all the Personal Data and any copies thereof which it is processing, has processed or have had processed on behalf of the Controller in format agreed upon with Blue Copper Technology Limited after the end of the performance of the Agreement at the choice of Blue Copper Technology Limited , and delete existing copies unless the applicable local law requires storage of the Personal Data.

14. Security and Confidentiality Measures

1. The Customer shall take and implement the appropriate technical and organisational security and confidentiality measures to ensure the security and confidentiality of the Personal Data, and regularly update them, to ensure a level of security appropriate to the risk related the Processing of the Personal Data and to protect such data from any unauthorised or unlawful Processing, accidental loss, alteration, destruction or damage, as may be required or directed by Blue Copper Technology Limited from time to time.
2. During the term of this Agreement, the Customer shall maintain a training awareness program for its employees and Subprocessors regarding Personal

Data security. The Customer shall ensure that the authorised persons are properly trained in the Processing of Personal Data and only have access to the Personal Data on a need-to-know basis subject to obligation of confidentiality.

15. Subprocessors

1. The Customer shall not disclose or permit the disclosure of Personal Data to any Third Party, and/or shall not sub-contract whole or part of the Processing to any Third Party, unless the Customer has the prior written consent of Blue Copper Technology Limited as required by applicable Member State law or law of the European Union.
2. Where the Customer is authorised to subcontract whole or part of the Processing, the Customer shall enter into a contract with the Subprocessor whereby the Customer shall require the Subprocessor to comply with obligations no less onerous than the Customer's obligations under this Clause. In particular, the Subprocessor shall provide sufficient guarantees to implement appropriate technical and organisational security and confidentiality measures. Such sub processing shall not release the Customer from its responsibility for its obligations under this Agreement. The Customer shall be responsible for the work and activities of such Subprocessors, and the Customer shall be held liable for the acts and omissions of any Subprocessor(s) to the same extent as if the acts or omissions were performed by the Customer.

16. Personal Data Breach

In the event of a Personal Data Breach arising during the Processing of the Personal Data by the Customer, the Customer shall:

1. notify Blue Copper Technology Limited in writing (by sending an email to [\[gdpr@bluecopper.co.uk\]](mailto:gdpr@bluecopper.co.uk) about the Personal Data Breach within 24 hours of becoming aware of it, and provide information about:
 - a. the nature of the Breach including where possible the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;
 - b. the likely consequences of the Breach; and
 - c. the measures taken or proposed to be taken to address the Breach including, where appropriate, measures to mitigate its possible adverse effects.
2. after investigating the causes of such a Personal Data Breach, take such actions as may be necessary or reasonably expected by Blue Copper Technology Limited to minimise the effects of any Breach;
3. take all actions as may be required by Data Protection Legislation and more generally provide Blue Copper Technology Limited with reasonable assistance in relation to Blue Copper Technology Limited's obligations to notify the Breach to the supervisory authority and to the Data Subjects as the case may be;

4. maintain any record of all information relating to the breach, including the results of its own investigations and authorities' investigations;
5. cooperate with Blue Copper Technology Limited and take all measures as necessary to prevent future Breach from occurring again;
6. The Customer will not inform any Third Party or Data Subject of any Personal Data Breach without first obtaining Blue Copper Technology Limited's prior written consent, except when required to do so by law.
7. The Customer agrees that Blue Copper Technology Limited has the sole right to determine:
 - a. whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in Blue Copper Technology Limited's discretion, including the contents and delivery method of the notice; and
 - b. whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

17. Evidence and Audit Rights

1. The Customer shall provide, upon request of Blue Copper Technology Limited, all information necessary to demonstrate compliance with the obligations laid down in this Agreement.
2. At Blue Copper Technology Limited's written request, the Customer will:
 - a. conduct an information security audit before it first begins processing any Personal Data and repeat that audit as reasonably required by Blue Copper Technology Limited;
 - b. produce a written report that includes detailed plans to remedy any security deficiencies identified by the audit;
 - c. provide Blue Copper Technology Limited with a copy of the written audit report; and
 - d. remedy any deficiencies identified by the audit within 30 days.
3. Upon reasonable notice to the Customer, Blue Copper Technology Limited may audit the Customer's compliance with the Customer's obligations under this Agreement or with any applicable data protection law or regulation. The Customer will allow for, contribute to and help Blue Copper Technology Limited (or a third party mandated by Blue Copper Technology Limited) with the aforementioned audit. The Customer will give Blue Copper Technology Limited (or a third party mandated by Blue Copper Technology Limited) access to its facilities, offices, and any information necessary for Blue Copper Technology Limited to evaluate the Customer's compliance.

18. Term and Termination

1. This Agreement will remain in full force and effect so long as:

- a. the Statement of Work or Services Agreement remains in effect, or
 - b. the Customer retains any Personal Data related to the Master Agreement in its possession or control.
2. Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Statement of Work or Services Agreement in order to protect Personal Data will remain in full force and effect.
3. The Customer’s failure to comply with the terms of this Agreement is a material breach of the Statement of Work or Services Agreement. In such event, Blue Copper Technology Limited may terminate any part of the Statement of Work or Services Agreement authorising the processing of Personal Data effective immediately on written notice to the Customer without further liability or obligation.

19. Jurisdiction and Applicable Law

1. This Agreement shall be governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

**Signed for and on behalf of
Blue Copper Technology
Limited by:**

**Signed for and on behalf of
Customer by:**

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:
