

DATA PROCESSING AGREEMENT

ProcurePro

Last updated: 2 October 2023

This Data Processing Agreement (**DPA**) is incorporated into the ProcurePro SaaS Supply Terms entered into between:

1. **ProcurePro UK Limited (Company No. 15155594)**, a company registered in England and Wales, of 128 City Road, London EC1V 2NX, email: privacy@procurepro.co (**we, us or our**); and
2. the customer who signs up to our ProcurePro platform (**you or your**),

together the **Parties**, and each a **Party**.

1. Commencement and Term

- 1.1 This DPA will commence on the date that the ProcurePro SaaS Supply Terms are entered into, and will continue for as long as the ProcurePro SaaS Supply Terms remain in effect, or we retain any Customer Personal Data in our possession or control (whichever is longer) (**Term**).
- 1.2 Where you make any deletions or other revisions to this DPA, this DPA will be null and void, unless otherwise agreed by us in writing.
- 1.3 By entering into this DPA, each Party agrees to be bound by the terms and conditions set out in this DPA, in exchange for the other Party also agreeing to be bound by this DPA.

2. Roles of the Parties

Where you provide personal data to us to sign up to our Services, we are acting as a Controller. For all other personal data processed in the course of providing the Services, we are acting as a Processor and you are a Controller.

3. Processing of Personal Data

- 3.1 Each Party agrees to comply with Data Protection Legislation in the Processing of Customer Personal Data.
- 3.2 You instruct us to process Personal Data in accordance with this DPA (including in accordance with Annex 1).
- 3.3 We agree to not process Customer Personal Data other than on your documented instructions, and to the extent applicable, clause 6.5 of this DPA.

4. Our Personnel

- 4.1 We agree to take reasonable steps to ensure the reliability of any of our Personnel who may have access to the Customer Personal Data, ensuring in each case that:
 - (a) access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the ProcurePro SaaS Supply Terms; and
 - (b) the relevant Personnel are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

- 5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we agree to implement appropriate technical and organisational measures in relation to the Customer Personal Data to ensure a level of security appropriate to that risk in accordance with Data Protection Legislation.
- 5.2 In assessing the appropriate level of security, we agree to take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

6. Sub-Processing

- 6.1 You authorise our engagement of the Sub-Processors already engaged by us at the date of this DPA, which are set out at Annex 2.
- 6.2 Where we wish to engage a new Sub-Processor, we agree to provide written notice to you of the details of the engagement of the Sub-Processor at least 14 days' prior to engaging the new Sub-Processor (including details of the processing it will perform). You may object in writing to our appointment of a new Sub-Processor within 7 days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the Parties will discuss such concerns in good faith with a view to achieving resolution. If the Parties are not able to achieve resolution, we may, at our election:
 - (a) not appoint the proposed Sub-Processor;
 - (b) not disclose any Customer Personal Data to the proposed Sub-Processor; or

(c) inform you that we may terminate the ProcurePro SaaS Supply Terms (including this DPA) for convenience, in which case, clause **Error! Reference source not found.** will apply.

6.3 You agree that the remedies described above in clauses 6.2(a)-(c) are the only remedies available to you if you object to any proposed Sub-Processor by us.

6.4 Where we engage a Sub-Processor to process Customer Personal Data, we agree to enter into a written agreement with the Sub-Processor containing data protection obligations no less protective than those in this DPA with respect to the Customer Personal Data, and to remain responsible to you for the performance of such Sub-Processor's data protection obligations under such terms.

6.5 Where the transfer of Customer Personal Data from us to a Sub-Processor is a Restricted Transfer, it will be subject to the UK Addendum (and documents or legislation referred to within it), which shall be deemed to be incorporated into this DPA, and the UK Addendum is considered an appropriate safeguard.

7. Data Subject Rights

7.1 Taking into account the nature of the Processing, we agree to assist you by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligations, as reasonably understood by you, to respond to requests to exercise Data Subject rights under Data Protection Legislation.

7.2 We agree to:

- (a) promptly notify you if we receive a request from a Data Subject under Data Protection Legislation in respect of Customer Personal Data; and
- (b) ensure that we do not respond to that request except on your documented instructions or as required by Data Protection Legislation to which we are subject, in which case we shall, to the extent permitted by Data Protection Legislation, inform you of that legal requirement before we (or our Sub-Processor) respond to the request.

8. Personal Data Breach

8.1 We agree to notify you without undue delay upon becoming aware of a Personal Data Breach affecting Customer Personal Data, and provide you with sufficient information to allow you to meet any obligations to report or inform Data Subjects of the Personal Data Breach under Data Protection Legislation.

8.2 We agree to co-operate with you and take reasonable commercial steps as are directed by you to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8.3 If you decide to notify a Supervisory Authority, Data Subjects or the public of a Customer Personal Data Breach, you agree to provide us with advance copies of the proposed notices and, subject to Data Protection Legislation (including any mandated deadlines), allow us an opportunity to provide any clarifications or corrections to those notices.

9. Data Protection Impact Assessment and Prior Consultation

We agree to provide reasonable assistance to you with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which you reasonably consider to be required by article 35 or 36 of the UK GDPR or equivalent provisions of any other Data Protection Law (to the extent you do not otherwise have access to the relevant information and such information is in our control).

10. Deletion or return of Personal Data

Subject to this clause 10, and subject to any document retention requirements at law, if you no longer use our Services and you request in writing that we delete your Customer Personal Data, we agree to delete and procure the deletion of all copies of those Customer Personal Data.

11. Audit Rights

11.1 Subject to this clause 11, where required by law, we shall make available to you on request all information reasonably necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by you or an auditor mandated by you in relation to the Processing of the Customer Personal Data by us.

11.2 Where clause 11.1 applies, any audit (or inspection):

- (a) must be conducted during our regular business hours, with reasonable advance notice (which shall not be less than 30 days);
- (b) will be subject to our reasonable confidentiality procedures;
- (c) must be limited in scope to matters specific to you and agreed in advance with us;
- (d) must not require us to disclose to you any information that could cause us to breach any of our obligations under Data Protection Law;
- (e) to the extent we need to expend time to assist you with the audit (or inspection), this will be funded by you, in accordance with pre-agreed rates; and
- (f) may only be requested by you a maximum of one time per year, except where required by a competent Supervisory Authority or where there has been a Personal Data Breach in relation to Customer Personal Data, caused by us.

- 11.3 Your information and audit rights only arise under section 11.1 to the extent that the ProcurePro SaaS Supply Terms do not otherwise give you information and audit rights meeting the relevant requirements of Data Protection Legislation.

12. Liability

Despite anything to the contrary in the ProcurePro SaaS Supply Terms or this DPA, to the maximum extent permitted by law, the Liability of each Party and its affiliates under this DPA is subject to the exclusions and limitations of Liability set out in the ProcurePro SaaS Supply Terms.

13. Termination

- 13.1 Each Party agrees that a failure or inability to comply with the terms of this DPA and/or Data Protection Legislation constitutes a material breach of the ProcurePro SaaS Supply Terms. In such event, you may, without penalty:
- (a) require us to suspend the processing of Customer Personal Data until such compliance is restored; and/or
 - (b) terminate the ProcurePro SaaS Supply Terms in accordance with their terms.
- 13.2 Notwithstanding the expiry or termination of this DPA, this DPA will remain in effect until, and will terminate automatically upon, deletion by us of all Customer Personal Data covered by this DPA, in accordance with this DPA.

14. General

- 14.1 **Amendment:** Other than as expressly permitted under this DPA and to the extent permitted by law, this DPA may only be amended by written instrument executed by the Parties.
- 14.2 **Assignment:** A Party must not assign or deal with the whole or any part of its rights or obligations under this DPA without the prior written consent of the other Party (such consent not to be unreasonably withheld).
- 14.3 **Confidentiality:** Each Party agrees to keep this DPA and any information it receives about the other Party and its business in connection with this DPA (**Confidential Information**) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:
- (a) disclosure is required by law; or
 - (b) the relevant information is already in the public domain.
- 14.4 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of this DPA, nothing in this DPA confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- 14.5 **Counterparts:** This DPA may be executed in any number of counterparts that together will form one instrument.
- 14.6 **Governing law and disputes:** This DPA is governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 14.7 **Notices:** Any notice given under this DPA must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 14.8 **Severance:** If a provision of this DPA is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this DPA without affecting the validity or enforceability of the remainder of that provision or the other provisions in this DPA.

15. Definitions and Interpretation

- 15.1 In this DPA, unless the context otherwise requires, all terms have the meanings given to them in the Appendices and Annexures, and:

Customer Personal Data means any Personal Data Processed by us on behalf of you in connection with the ProcurePro SaaS Supply Terms (and where we are also acting as a Controller, any Personal Data we process in connection with the ProcurePro SaaS Supply Terms).

Data Protection Legislation means the laws and regulations applicable to the processing of Personal Data by the Parties in connection with the ProcurePro SaaS Supply Terms, including the Data Protection Act 2018.

DPA means this Data Processing Agreement and all Annexes attached to it.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this DPA or otherwise.

Personnel means in respect of a Party, any of its employees, consultants, and subcontractors.

Restricted Transfer means a transfer of personal data from the United Kingdom to any other country which is not subject to adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

ProcurePro SaaS Supply Terms means the terms and conditions for our Services, as agreed between the Parties.

Services has the meaning given to it in the ProcurePro SaaS Supply Terms.

Sub-Processor means any person appointed by or on behalf of us to process Customer Personal Data on behalf of you in connection with the ProcurePro SaaS Supply Terms.

UK Addendum means the international data transfer addendum to the European Commission's standard contractual clauses for international data transfers approved by the Information Commissioner's Office under section 119A of the Data Protection Act 2018 on 21 March 2022 (version B.1.0), and as updated from time to time.

- 15.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processor", "Processing" and "Supervisory Authority" shall have the same meaning as in the Data Protection Act 2018, as applicable.
- 15.3 The word include shall be construed to mean include without limitation.

ANNEX 1: DESCRIPTION OF TRANSFER

Personal Data Transferred	<ul style="list-style-type: none">• Identity Data including name and job title.• Contact Data of our business contact representatives and your suppliers including billing addresses, email addresses and telephone numbers.• Employee details including Identity Data and Contact Data of past, present and future employees.• Financial Data including bank account and payment card details.• Technical and Usage Data including internet protocol (IP) address, login data, browser session and geo-location data, device and network information, statistics on page views and sessions, acquisition sources, search queries and/or browsing behaviour, information about user access and use of our website, including through the use of Internet cookies, communications with our website, the type of browser used by users, the type of operating system used by users and the domain name of users' Internet service provider.• Profile Data including usernames and passwords for our platform, support requests made with us and information shared through our platform.• Marketing and Communications Data including preferences in receiving marketing from us and our third parties and communication preferences.
Special Categories of Personal Data and criminal convictions and offences	Special Categories of Data will not be processed.
Relevant Data Subjects	<ul style="list-style-type: none">• Authorised users of the Services;• anyone about whom personal data is input into the Service (including your suppliers); and• insert e.g. business contact representatives.
Frequency of the transfer	Continuous
Nature of the transfer	As specified in the ProcurePro SaaS Supply Terms and this DPA, including without limitation, collection, organisation, storage (hosting), retrieval and other processing of Customer Personal Data by us necessary to provide, maintain and improve the Services.
Purpose of processing	The purpose of the transfer and processing are as specified in the ProcurePro SaaS Supply Terms and this DPA.
Duration of the Processing	The term of the ProcurePro SaaS Supply Terms and for a period of 60 days after termination or expiry of the ProcurePro SaaS Supply Terms.

ANNEX 2: LIST OF SUBPROCESSORS

SUB-PROCESSOR	PURPOSE/ SERVICES	WEBSITE
Agave	Construction integrations via universal API	https://www.agaveapi.com/
Amazon	Cloud services, data centre services, website hosting	https://amazon.com/
ConvertAPI	Contract generation	https://www.convertapi.com
DocuSign	Electronic signatures	https://www.docusign.com/
Fullstory	Product analytics & customer support	https://www.fullstory.com/
Intercom	Customer support	https://www.intercom.com/
Loom	Customer support	https://www.loom.com
Metabase	Product analytics	https://www.metabase.com/
Microsoft	Cloud services, document editing, business intelligence & analytics	https://www.microsoft.com
Planhat	Customer success	https://www.planhat.com/
Postmark	Email delivery service	https://postmarkapp.com
Segment	Customer data services	https://segment.com/
Sentry	Monitoring & alerting	https://sentry.io/
Slack	Communication & alerts	https://slack.com
Smartlook	Product analytics & customer support	https://www.smartlook.com/
Zoho	Document editing	https://www.zoho.com/
Zoom	Customer support	https://zoom.us/