

Definitions

25/05/2018	Is the date this addendum is issued, 'the addendum date'
Client of EDGE IT Systems Limited	is the data controller, 'the controller'
EDGE IT Systems Ltd	is the data processor, 'the processor'
AdvantEDGE software as a service, Epitaph software as a service, and IT support services	is the purpose of processing, 'the intended purpose'
Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016	is the General Data Protection Regulation, 'the GDPR'

Context

The documented instructions governing the processing of personal data are contained within the existing contract(s) and remain applicable.

This addendum extends the existing contract(s) between **the controller** and **the processor** governing data processing operations. This addendum becomes a material part of the contract from **the addendum date**.

Undertaking

The processor shall:

- a) process the personal data only on documented instructions from **the controller**, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by European Union, Member State or United Kingdom law to which **the processor** is subject; in such a case, **the processor** shall inform **the controller** of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- b) ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) take all measures required pursuant to Article 32 of **the GDPR** (Security of processing);
- d) respect the conditions referred to in paragraphs 2 and 4 of Article 28 of **the GDPR** for engaging another processor;
- e) taking into account the nature of the processing, assist **the controller** by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of **the controller's** obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of **the GDPR**;

- f) assist **the controller** in ensuring compliance with the obligations pursuant to Article 32 of **the GDPR** (Security of processing), Article 33 of **the GDPR** (Notification of a personal data breach to the supervisory authority), Article 34 of **the GDPR** (Communication of a personal data breach to the data subject), Article 35 of **the GDPR** (Data protection impact assessment) and Article 36 of **the GDPR** (Prior consultation), taking into account the nature of processing and the information available to **the processor**;
- g) at the choice of **the controller**, delete or return all the personal data to **the controller** after the end of the provision of services relating to processing, and delete existing copies unless European Union, Member State or United Kingdom law requires storage of the personal data;
- h) make available to **the controller** all information necessary to demonstrate compliance with the obligations laid down in Article 28 of **the GDPR** (Processor) and allow for and contribute to audits, including inspections, conducted by **the controller** or another auditor mandated by **the controller**;
- i) immediately inform **the controller** if, in its opinion, an instruction infringes **the GDPR** or other European Union, Member State or United Kingdom data protection provisions;
- j) only process the personal data for **the intended purpose**.