

Data Processing Agreement:

Customer (controller) to Softcat (processor)



The Customer has purchased Services from the Supplier which involve (or may involve) the undertaking of Processing Activities on Personal Data (capitalised terms defined below). The purchase and (other than the undertaking of any Processing Activities required to do so) delivery of the Services is subject to the Services Agreement, a separate contract. The Data Protection Laws require that a contract be established between the Customer (as data controller) and Supplier (as data processor) for the purposes of establishing certain details in respect of the Processing Activities to be undertaken on the Personal Data. These terms, together with the relevant Processing Schedule, detail that contract (**Agreement**).

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following expressions shall have the meanings set out here:

Defined term	Definition
Business Day	a day other than a Saturday, Sunday or public holiday in Ireland
Business Purpose	the delivery of the Services for the maintenance and/or development of the business of the Customer
Customer	the organisation identified as such in the Processing Schedule
Customer System	any information technology system or systems owned or operated by the Customer from which Personal Data is received in accordance with this Agreement
Data Claim	a claim by a Party that the other Party, or a claim by any third party that either Party (or both Parties) is/are in breach of their obligations under this Agreement or the Data Processing Laws in respect of the Processing Activities
Data Protection Laws	the Data Protection Act 2018, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the General Data Protection Regulation (2016/679/EU) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in relevant jurisdictions
EEA	the European Economic Area comprising the countries of the European Union from time-to-time and Iceland, Liechtenstein & Norway
Good Industry Practice	in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances
Party	either of the Customer or the Supplier, and 'Parties' shall be interpreted as them both
Personal Data	the data which the Customer provides to the Supplier, or grants them access to, for the purposes of undertaking the Services, which is categorised as such by the Data Protection Laws
Processing Activities	the data processing activities undertaken by the Supplier upon the Personal Data on behalf of the Customer in the performance of the Services, as set out in the Processing Schedule
Processing Schedule	the document, in materially the form set out in Schedule 1 to this Agreement, which sets out the details of the Customer, the Services and the Processing Activities
Security Breach	any security breach relating to the Personal Data reasonably determined by the Supplier to be sufficiently serious or substantial to justify notification to the Information Commissioner or other relevant supervisory authority in accordance with the Data Protection Laws
Security Feature	any security feature, including any key, PIN, password, token or smartcard
Services	the professional, consultancy, managed or other services provided by the Supplier to the Customer pursuant to the Services Agreement, as summarised in the Processing Schedule, which will or may necessitate the undertaking of Processing Activities
Services Agreement	the contract under which the Services are delivered by the Supplier to the Customer, which sets out all non-Processing Activities rights and obligations with respect to the Services
Supplier	Softcat plc, a company registered in England and Wales with registered number 02174990, whose registered address is Solar House, Fieldhouse Lane, Marlow, Buckinghamshire, United Kingdom SL7 1LW
Supplier System	any information technology system or systems owned or operated by the Supplier to which Personal Data is (or may be) delivered or on which the Services are performed in accordance with this Agreement
Term	the period during which this Agreement is in force, as set out in clause 2.1

- 1.2 Data subject, data controller, data processor, processing and appropriate technical and organisational measures shall bear the meanings given to those terms respectively in the Data Protection Laws.
- 1.3 Any words following the terms 'including', 'include' or 'for example' or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.4 In the event of conflict or discrepancy between this Agreement and any other contracts or agreements in place between the Parties:
 - 1.4.1 in respect of the Processing Activities, this Agreement shall take precedence over all other agreements between the Parties; and
 - 1.4.2 in respect of all other matters, the Services Agreement (and any other related documentation, in line with the order of precedence set out in the Services Agreement) shall take precedence.

2 COMMENCEMENT, TERM AND SCOPE

- 2.1 This Agreement shall become effective on the commencement of the Services Agreement and shall run concurrently with the Services Agreement and terminate on its expiry or termination (except to the extent that obligations in this Agreement are intended to continue beyond termination of the Services) (**Term**).
- 2.2 During the Term, to the extent required by the Services, the Supplier shall undertake the Processing Activities.
- 2.3 This Agreement is for the purposes of establishing the rights and obligations of the Parties in respect of the Processing Activities and related Personal Data ONLY. The rights and obligations of the Parties in respect of the Services (and all other matters, including confidentiality of data other than the Personal Data) are set out in the Services Agreement.
- 2.4 The Parties entering into the Services Agreement, and the consideration thereunder, shall also be deemed adequate consideration for the formation by the Parties of this Agreement.

3 PROCESSING ACTIVITIES

- 3.1 The Supplier shall undertake the Processing Activities on the Personal Data for the Business Purpose and in compliance with the Customer's instructions from time to time. In respect of the Processing Activities and the Personal Data, the Supplier shall only act on the instructions given by the Customer during the Term where those instructions are provided in writing
- 3.2 The Customer acknowledges that the Supplier is under no duty to investigate the completeness, accuracy or sufficiency of their instructions or the Personal Data.
- 3.3 If either Party receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or, in respect of the Processing Activities, to either Party's compliance with the Data Protection Laws and the data protection principles set out therein, it shall immediately notify the other Party. The Party which is alleged to be in breach shall provide the other Party with full co-operation and assistance in relation to any such complaint, notice or communication.

4 AUDIT

- 4.1 The Supplier shall keep at its normal place of business (or, if off-site, securely within the EEA and accessible from its normal place of business) detailed, accurate and up-to-date records relating to the measures taken under clause 7.2, including the Processing Activities undertaken on the Personal Data by the Supplier and the permissioning and control of the Personal Data (**Records**) showing the steps taken by the Supplier to comply with this Agreement during the previous three years.
- 4.2 The Supplier shall ensure that the Records are sufficient to enable the Customer to verify the Supplier's compliance with its obligations under this clause 4.
- 4.3 For the purpose of auditing the Supplier's compliance with its obligations under this Agreement, the Supplier shall permit the Customer and its third-party representatives, on reasonable notice during Normal Business Hours, but without notice in case of any reasonably suspected breach of this clause 4, to:
 - 4.3.1 gain appropriate access to and (unless prevented by obligations under the Data Protection Laws, any agreement with a third party or any reasonable internal policies or practices of the Supplier) take copies of, the Records and any other relevant information held at the Supplier's premises or on the Customer System; and
 - 4.3.2 meet with the Supplier's personnel whom the Supplier will procure to provide all explanations reasonably necessary to perform the audit effectively.
- 4.4 If the Customer so requires, the Supplier shall submit to an information security audit in accordance with clause 4.3 before commencement of the Services and produce detailed plans for the remedy of any security deficiencies identified by any such audit.

- 4.5 The Supplier undertakes numerous audits and inspections annually from various accreditation bodies, including audits to confirm continuing compliance with the ISO 27001 accreditation. The Supplier is willing to provide to the Customer a copy of the audit report in respect of their ISO 27001 accreditation at no cost and anticipates that – in most cases – this report will be satisfactory to meet the Customer’s requirements in this regard. Accordingly, any exercise by the Customer of the audit rights in clauses 4.3 or 4.4 above shall be at the Customer’s expense. Notwithstanding the foregoing, in the event that such audit identifies a failure on the part of the Supplier to meet the requirements of this Agreement or the Data Protection Laws, the Supplier shall meet the cost.
- 4.6 The audit rights under clauses 4.3 or 4.4 may be exercised by the Customer only once in any twelve-month period during the Term.
- 4.7 Notwithstanding clause 4.6, the Customer may exercise the audit rights under this clause 4 at any time if:
- 4.7.1 they have reasonable cause to believe that the Supplier is in breach of this Agreement or the Data Protection Laws;
 - 4.7.2 such breach could result in liability to the Customer; and
 - 4.7.3 the Customer is able to provide reasonable evidence to the Supplier to this effect, and if such audit would cause them to exceed the limit in clause 4.6, that audit shall be at the Customer’s expense save that, where any failure to meet the requirements of this Agreement or the Data Protection Laws on the part of the Supplier is identified by the audit, the Supplier shall meet the cost.
- 4.8 If a Security Breach occurs, the Supplier shall, within 60 days of the Customer’s written request, submit to an information security audit in accordance with clause 4.3 and agree an approach to remedy any security deficiencies identified in that assessment.
- 4.9 In the event that the Customer elects to use one or more third parties to undertake an audit pursuant to this clause 4, it shall be a condition of the Supplier’s agreement to permitting that third-party access to the Records, relevant personnel and any other materials or sources that those third party(ies) enter into a non-disclosure agreement satisfactory to the Supplier.

5 SECURITY AND PASSWORDS

- 5.1 Unless otherwise required for the undertaking of the Services, the Customer shall provide the Personal Data to the Supplier in anonymised or pseudonymised form (whether by way of encryption or otherwise) and, where in pseudonymised form, shall not provide to the Supplier the additional information which would enable that Personal Data to be reconstituted so as to identify any individual data subject. Notwithstanding the remainder of this clause 5.1, the Customer shall not allow the Supplier an inappropriate level of access to any Personal Data (particularly in respect of Personal Data which is not relevant to the Services or intended to be processed by the Processing Activities), taking into consideration the Services and the Processing Activities.
- 5.2 Unless otherwise required for the undertaking of the Services and / or instructed to do so by the Customer, the Supplier shall ensure that the Personal Data is kept secure and not decrypted (or reconstituted from pseudonymised form), and shall use security practices and systems in line with Good Industry Practice when processing the Personal Data to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Personal Data.
- 5.3 Where the Supplier uses Security Features in relation to the Personal Data (wholly or in part), the Security Features must, unless agreed otherwise between the Parties or as necessary to observe the Customer’s instructions to undertake the Processing Activities, be kept confidential to the Parties and not lent, shared, transferred or otherwise misused by either of them.
- 5.4 If either Party:
- 5.4.1 becomes aware of any unauthorised or unlawful processing of any Personal Data or that any Personal Data is lost or destroyed or has become damaged, corrupted or unusable;
 - 5.4.2 becomes aware of any Security Breach; or
 - 5.4.3 learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person, that Party shall, at its own expense, promptly notify the other Party and fully co-operate with the other Party to remedy the issue as soon as reasonably practicable.
- 5.5 The Supplier may change Security Features for security reasons, and will provide notice to the Customer where such change would impact the Customer’s enjoyment of the Services.
- 5.6 The Supplier shall take reasonable precautions to preserve the integrity of any Personal Data processed by it and to prevent any corruption or loss of such Personal Data.
- 5.7 Unless specifically stated to be included in the Services, the delivery of the Services does not automatically include back-up provision for the Personal Data. The Supplier is able to provide terms for this additional service on request.

- 5.8 Unless the Services include the back-up of the Personal Data, where any Personal Data is lost or corrupted other than (a) as a direct result of the Supplier's negligence or wilful breach of this Agreement or (b) in breach of the Data Protection Laws (in which case the rights and remedies under the Data Protection Laws shall apply), the Supplier only obligation under this Agreement shall be to make reasonable endeavours to recover the Personal Data.
- 5.9 Immediately following any Security Breach, the Parties shall co-ordinate with each other to investigate the Security Breach. The Supplier agrees to reasonably co-operate with the Customer in the Customer's handling of the matter, including:
 - 5.9.1 assisting with any investigation;
 - 5.9.2 providing the Customer with reasonable physical access to any facilities and operations affected;
 - 5.9.3 facilitating reasonable interviews with the Supplier's employees, former employees and others involved in the matter; and
 - 5.9.4 making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Laws or as otherwise reasonably required by the Customer.

6 SUPPLIER'S OBLIGATIONS

- 6.1 The Supplier shall:
 - 6.1.1 perform the Processing Activities in compliance with relevant laws and regulations, including any Data Protection Laws, and Good Industry Practice;
 - 6.1.2 only make copies of the Personal Data to the extent reasonably necessary for the Business Purpose (which, for clarity, includes back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing of the Personal Data); and
 - 6.1.3 not extract, re-utilise, use, exploit, redistribute, re-disseminate, copy or store the Personal Data other than for the Business Purpose (and the Customer acknowledges and agrees that, in the course of the Supplier providing the Services to them, it may be necessary for the Supplier to access the Personal Data to respond to any technical problems or queries raised by the Customer and to ensure the proper working of the Services, and the Customer agrees this is permitted as part of the Processing Activities to the extent, and not exceeding, access necessary to achieve these aims).
- 6.2 The Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete the Personal Data where not required to deliver the service.
- 6.3 Where the Services include the collection of Personal Data, the Supplier shall only collect any Personal Data in line with the Services Agreement. The Customer agrees that it has confirmed the obligations in the Services Agreement are in line with their obligations under the Data Protection Laws, and that any privacy notice which is required is in adequate form and will be provided to the data subject on the collection of their Personal Data. The Supplier shall not modify or alter the form of the privacy notice without the prior written consent of the Customer.
- 6.4 At the Customer's request and reasonable expense, the Supplier shall provide to the Customer a copy of all Personal Data held by it in the format and on the media reasonably specified by the Customer.
- 6.5 The Supplier shall not transfer the Personal Data outside the EEA without the prior written consent of the Customer.
- 6.6 The Supplier shall promptly inform the Customer if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable.
- 6.7 The Supplier shall ensure that access to the Personal Data is limited to:
 - 6.7.1 those employees who need access to the Personal Data to meet the Supplier's obligations under this Agreement; and
 - 6.7.2 in the case of any access by any employee, such part or parts of the Personal Data as is or are strictly necessary for performance of that employee's duties.
- 6.8 The Supplier shall ensure that all employees:
 - 6.8.1 are informed of the protected nature of the Personal Data;
 - 6.8.2 have undertaken training to understand their obligations under the Data Protection Laws; and
 - 6.8.3 are aware both of the Supplier's duties and their personal duties and obligations under such laws and this Agreement.
- 6.9 The Supplier shall notify the Customer within three working days if it receives a request from a data subject for access to that person's Personal Data.
- 6.10 The Supplier shall provide the Customer with full co-operation and assistance in relation to any request made by a data subject to have access to that person's Personal Data.
- 6.11 The Supplier shall not disclose the Personal Data to any data subject or to a third party other than at the request of the Customer, as provided for in this Agreement or where required by law.

7 WARRANTIES

- 7.1 Each Party warrants to the other that it will process the Personal Data in compliance with the Data Protection Laws.
- 7.2 The Supplier warrants and represents that it will:
- 7.2.1 having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - a. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - b. the nature of the Personal Data to be protected,and the Customer accepts and agrees that the technical and organisational measures are subject to development and review for the benefit of the Customer (and all the Supplier's customers) and that the Supplier may use alternative suitable measures to those in place at the commencement of the Term, but shall not do anything without the Customer's consent which increases the risk of the events listed at the beginning of this clause 7.2.1 occurring, or which would be considered a change in the delivery of the Processing Activities which, for the purposes of the Data Protection Laws, would require such consent;
 - 7.2.2 take reasonable steps to ensure compliance with those measures;
 - 7.2.3 discharge its obligations under this Agreement with all due skill, care and diligence and in line with Good Industry Practice;
 - 7.2.4 have in place procedures to ensure that any third party that it has authorised to have access to the Personal Data, including any processor, respects and maintains the confidentiality and security of the Personal Data;
 - 7.2.5 process the Personal Data for the Business Purpose only and has the legal authority to give the warranties and fulfil the undertakings set out in this Agreement on the part of the Supplier; and
 - 7.2.6 have financial resources sufficient to fulfil its responsibilities under this Agreement.
- 7.3 The Customer warrants and represents that:
- 7.3.1 it has informed the Supplier of any internal procedures or requirements it has in respect of how and from whom instructions in respect of the Processing Activities should be delivered (noting that all such instructions must, at a minimum, be in writing);
 - 7.3.2 the collection and processing of the Personal Data before such time as it is provided to the Supplier (including processing for direct marketing purposes) has been carried out in accordance with the Data Protection Laws at all times;
 - 7.3.3 it is not aware of any circumstances likely to give rise to breach of any of the Data Protection Laws in the future (including any Security Breach);
 - 7.3.4 it has appropriate entitlement to instruct the Supplier to undertake the processing of the Personal Data for the Business Purpose within the limitations of the Data Protection Laws;
 - 7.3.5 all data subjects relating to the Personal Data have given valid consent, pursuant to the Data Protection Laws (or there is another recorded and evidenced justification for the lawfulness of processing), to the transfer of their personal data by the Customer to the Supplier and to the undertaking of the Processing Activities on their personal data by the Supplier for the Business Purpose in the countries set out in the Processing Schedule, whose laws they have acknowledged may provide a lower standard of data protection than exists in the EEA (and, if none is set out, the Processing Activities will be undertaken in countries within the EEA);
 - 7.3.6 it has taken sufficient measures to ensure all Personal Data is necessary, accurate and up-to-date; and
 - 7.3.7 it is registered with all relevant data protection authorities to undertake the Processing Activities on data of the type represented by the Personal Data.

8 LIMITATION OF LIABILITY

- 8.1 Neither Party excludes or limits liability to the other Party for any matter for which it would be unlawful for the Parties to exclude liability.
- 8.2 Subject to clause 8.1, the Supplier shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 8.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

- 8.2.2 any loss or corruption (whether direct or indirect) of Personal Data (other than as is set out in the Data Protection Laws
- 8.2.3 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);
- 8.2.4 any loss or liability (whether direct or indirect) under or in relation to any other contract, including any loss or claim relating to delivery of the Services, for which liability shall arise only under the Services Agreement; or
- 8.2.5 any loss or claim (etc) other than a Data Claim.
- 8.3 Subject to clause 8.1, each Party's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the greater of:
 - 8.3.1 £2,000,000; and
 - 8.3.2 150% of the total sum paid by the Customer to the Supplier under the Services Agreement during the 12-month period immediately before the date on which the cause of action first arose.
- 8.4 The Customer acknowledges that:
 - 8.4.1 the Supplier is reliant on the Customer for direction as to the extent to which the Supplier is entitled to process the Personal Data; and
 - 8.4.2 Data Claims include any claim or action brought by a data subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly or indirectly from the Customer's instructions.
- 8.5 If any third party makes a Data Claim, or notifies an intention to make a Data Claim, the Party which first receives notice of such Data Claim shall:
 - 8.5.1 give written notice of the Data Claim to the other Party as soon as reasonably practicable;
 - 8.5.2 not make any admission of liability in relation to the Data Claim without the prior written consent of the other Party;

and the Parties shall, together with their insurance companies, agree which Party shall conduct the defence of the Data Claim (including how any settlement will be agreed and funded), noting that the Party which is anticipated to meet all or the bulk of costs in relation to the Data Claim (being the Party which is demonstrably at fault – or proportionally most at fault – for the circumstances giving rise to the Data Claim) shall be presumed to be the Party which will conduct the defence and, in the absence of such agreement, an independent expert appointed by the Chartered Insurance Institute shall decide. Where there is material cause for uncertainty as to which Party is at fault, or the proportions to which the Parties are each at fault, each Party's position shall be 'without prejudice' notwithstanding the decision to appoint one Party to undertake such defence and, where reaching a settlement with the claimant third party, the Parties shall be free to agree the proportions which they contribute to such settlement. Both Parties agree, at their own expense, to co-operate and assist with the defence of the Data Claim.

9 TERMINATION

- 9.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 9.2 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.
- 9.3 On any termination of this Agreement for any reason, or expiry of the Term:
 - 9.3.1 the Supplier shall, as soon as reasonably practicable, return or destroy (as directed in writing by the Customer) all Personal Data, except to the extent required by law (including the Data Protection Laws), or permitted by the same for audit and/or archive purposes, for which the obligations in this Agreement and the Data Protection Laws shall continue to apply;
 - 9.3.2 if the Customer elects for destruction rather than return of the Personal Data under clause 9.3.1, the Supplier shall as soon as reasonably practicable ensure that all Personal Data is deleted from the Supplier System; and
 - 9.3.3 if the Customer elects for return rather than destruction of the Personal Data under clause 9.3.1 the Supplier may, once they have returned the Personal Data to the Customer, destroy or otherwise dispose of any of the Personal Data in its possession.
- 9.4 The Supplier shall provide written confirmation of compliance with clause 9.3.1 on the request of the Customer no later than 30 days after termination of this Agreement.

10 ASSIGNMENT

- 10.1 This Agreement is personal to each Party and neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other Party (which is not to be unreasonably withheld or delayed).
- 10.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 10.3 With the consent of the Customer (such consent evidenced by the signing of the Processing Schedule by the Customer), the Supplier may authorise a third party to provide elements of the Processing Activities provided that the contract between that third party and the Supplier to do so:
 - 10.3.1 is on terms that are substantially the same as those set out in this Agreement; and
 - 10.3.2 in respect of the delivery of the Processing Activities for the Customer, terminates automatically on termination of this Agreement for any reason.

11 GENERAL TERMS

- 11.1 Any demand, notice or other communication shall be in writing and may be served by hand or prepaid first class post to the registered address of the intended recipient.
- 11.2 No amendment of this Agreement shall be binding unless executed in writing and signed by authorised representatives of the Supplier and the Customer.
- 11.3 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if that delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time for performing such obligations.
- 11.4 The failure of either Party at any time to enforce a provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement or of that Party's right thereafter to enforce any such provision(s).
- 11.5 No third party may enforce any provision of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or any other method.
- 11.6 This Agreement (incorporating the Processing Schedule) is the complete and exclusive agreement between the Parties with respect to the undertaking of the Processing Activities, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the Parties regarding the Processing Activities. This Agreement (incorporating the Processing Schedule) prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned.
- 11.7 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 11.8 If a provision in this Agreement is held by any competent authority to be invalid or wholly or partly unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement (incorporating the Processing Schedule).
- 11.9 The formation, construction, performance, validity and all aspects whatsoever of the Contract shall be governed by Irish Law and the Parties hereby submit to the exclusive jurisdiction of the courts of Ireland.



SCHEDULE – Processing Schedule template

Data controller (Customer)	As defined in the Customer Schedule
Data processor (Supplier)	Softcat plc
Order reference	As defined in the Customer Schedule
Services being provided (Services)	Microsoft Cloud Support
Anticipated dates of delivery of the Services (subject to renewal based on the terms of the Services Agreement)	As defined in the Customer Schedule
Personal data under the control of the Customer which will or may be processed as a result of the undertaking by the Supplier of the Services (Personal Data)	The personal data relating to individuals which may be part of the customer data in the Microsoft Cloud Platform.
Is any of the Personal Data 'sensitive' for the purposes of GDPR, and/or are any of the data subjects children?	The Customer must inform Softcat of such data
Data processing activities required/anticipated to be undertaken by Supplier on the Personal Data to deliver the Services (Processing Activities)	Softcat will not undertake processing activities under normal circumstances.
For what purpose are the Processing Activities undertaken?	The Processing Activities are required to enable the delivery by the Supplier of the Services; it would not be possible for the Customer to enjoy the benefit of the Services if the Processed Personal Data was not (or could not be) processed in this manner]
In which countries are the Processing Activities undertaken by the Supplier?	United Kingdom
In the delivery of the Services, will any third parties undertake any of the Processing Activities? (Sub-Processor)	No
If one or more Sub-Processor is being used, for each set out:	
Name of Sub-Processor	None
Which Processing Activities will / might the Sub-Processor undertake?	None
In which countries are the Processing Activities undertaken by the Sub-Processor?	None

By signing the Customer Schedule, the Customer and the Supplier agree that the data processing summarised above shall be undertaken in line with the terms of the "Data Processing Agreement: Customer (controller) to Softcat (processor)"

