

GDPR ADDENDUM Dated [] 2018

Between:

- (1) Voicescape Limited a company registered in England and Wales under number 06649394 of Sun House, 2-4 Little Peter Street, Manchester, M15 4PS ("**Voicescape**"); and
- (2) [**Company Name Limited**], a company registered in England and Wales under number [xxxxxxx] of [Address 1, Address 2, Address 3, Post code] ("**Customer**")

1. AMENDMENT

- 1.1. Voicescape and the Customer are parties to a contract confirmed by way of a Contract Confirmation Letter dated [] (the "**Contract**") which incorporated Voicescape's standard terms (the "**Standard Terms**"). The parties have agreed (in consideration of £1 (receipt of which is acknowledged) to vary the Contract by way of this addendum (the "**Addendum**")
- 1.2. The parties agree that, with effect from 25 May 2018 (the "**Effective Date**") that the Services Agreement shall be amended such that:
 - 1.2.1. Clauses 5.3, 5.4 and 5.5 of the "**Standard Terms**" shall no longer apply and shall be replaced by the provisions set out at clause 3 of this Addendum;
 - 1.2.2. the additional definitions set out in clause 2 of this Addendum shall have effect and
 - 1.2.3. any references in the Services Agreement or the Standard Terms to the Data Protection Act 1998 shall be construed as references to "Data Protection Legislation" as defined below.
- 1.3. The parties agree that capitalised terms in this Addendum shall have the meaning set out in the Contract Confirmation Letter and the Standard Terms.
- 1.4. The parties agree that save to the extent varied by this Addendum, the Contract shall continue in full force and effect.
- 1.5. The parties will indicate their acceptance of this Addendum by signing below, but the Customer agrees that their continuing use of the Services following the Effective Date will constitute acceptance of the terms of this Addendum.

2. DEFINITIONS

- 2.1. The parties agree that from the Effective Date, the following terms shall have the following meanings in this Addendum, the Contract and the Standard Terms:
- 2.2. "**Customer Personal Data**" means personal data processed by Voicescape on behalf of the Customer pursuant to the Contract;

2.3. "**Personal Data Breach**" means a breach of security leading to the destruction, loss, alteration, unauthorised disclosure of, or access to, personal data.

2.4. "**Data Protection Legislation**" means the General Data Protection Regulation (Regulation (EU) 2016/679) (once applicable), Data Protection Bill (once enacted into English Law) 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) and all laws and regulations applicable to the relevant party relating to the processing of personal data under or in relation to the Agreement including, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other applicable supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction.

2.5. "**personal data**", "**data subject**", "**controller**", "**processor**" and "**process**" shall be interpreted in accordance with applicable Data Protection Legislation.

3. DATA PROCESSING

- 3.1. Clauses 5.3, 5.4 and 5.5 of the Standard Terms shall be replaced with the following with effect from the Effective Date.
 - "5.3 The Customer warrants that it has the legal right to disclose all personal data that it does in fact disclose to Voicescape under or in connection with the Standard Terms, or the Contract.
 - 5.4 If Voicescape processes Customer Personal Data, the parties agree that Voicescape is to be the processor and the Customer is the controller of such Customer Personal Data. Appendix 1 sets out the subject-matter and duration of the processing of the Customer Personal Data, the nature and purpose of the processing, the type of personal data and the categories of data subjects. The parties may amend Appendix 1 from time to time by written agreement.
 - 5.5 Each party shall comply with its obligations under applicable Data Protection Legislation and the Customer warrants and undertakes that the Customer shall not instruct Voicescape to process the Customer Personal Data where such processing would be unlawful.
 - 5.6 Subject to Clause 5.7 below, Voicescape shall process the Customer Personal Data only in accordance with the Customer's documented instructions and shall not transfer the Customer Personal Data outside of the European Economic Area without the Customer's consent. For the avoidance of any doubt, the processing of the data to perform the Services is an instructed processing.
 - 5.7 Voicescape may process the Customer Personal Data other than in accordance with the Customer's documented instructions where

- required to do so by applicable law provided that Voicescape shall notify the Customer of such legal requirement before such processing (unless it is prohibited to do so by applicable law on important grounds of public interest).
- 5.8 Voicescape shall ensure that individuals engaged in the processing of the Customer Personal Data under the Agreement are subject to obligations of confidentiality in respect of such personal data.
- 5.9 Voicescape shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk involved in processing the Customer Personal Data pursuant to the Agreement. The security measures are set out in Appendix 2 and the Customer acknowledges that the Customer has reviewed such security measures and considers them appropriate in the context of the processing of the Customer Personal Data as anticipated by the Agreement.
- 5.10 Voicescape may engage such other processors (“**Sub Processors**”) as Voicescape considers reasonably appropriate for the processing of the Customer Personal Data in accordance with the terms of the Agreement (including in connection with support, maintenance and development, staff augmentation and the use of third party data centres) provided that Voicescape shall notify the Customer of the addition or replacement of such Sub Processors and the Customer may, on reasonable grounds, object to a Sub Processor by notifying Voicescape in writing within 5 days of receipt of Our notification, giving reasons for the Customer’s objection. The parties shall work together to reach agreement on the engagement of Sub Processors. Voicescape shall require all Sub Processors to enter into an agreement of equivalent effect to the terms contained in Clause 5.6 to 5.9.
- 5.11 If Voicescape discovers a Personal Data Breach, it shall notify the Customer as soon as reasonably practicable (and shall use its reasonable endeavours to make such notification within 48 hours) and shall assist the Customer to the extent reasonably necessary in connection with notification to the applicable supervisory authority and data subjects, taking into account the nature of processing and the information available to Voicescape.
- 5.12 If a data subject exercises its rights under applicable Data Protection Legislation against the Customer, Voicescape shall use reasonable commercial efforts, to assist the Customer in fulfilling the Customer’s obligations as controller following a written request from the Customer provided that Voicescape may charge the Customer on a time and materials basis in the event that Voicescape consider, in its reasonable discretion, that such assistance is onerous, complex, frequent or time consuming.
- 5.13 If the Customer considers that the processing of personal data performed pursuant to the Agreement requires a privacy impact assessment to be undertaken, following written request from the Customer, Voicescape shall use reasonable commercial endeavours to provide relevant information and assistance to the Customer to facilitate such privacy impact assessment.
- Voicescape may charge the Customer for such assistance on a time and materials basis.
- 5.14 Unless otherwise required by applicable law, following termination or expiry of the Agreement Voicescape shall, at the Customer’s option, delete or return all the Customer Personal Data and all copies thereof to the Customer.
- 5.15 Where requested by the Customer, Voicescape shall make available all information reasonably necessary to demonstrate its compliance with the foregoing Clauses 5.7 to 5.14 inclusive and where reasonably requested by the Customer (and on reasonable notice) shall contribute to audits undertaken by the Customer and/or allow the Customer to inspect records held by Voicescape in relation to the processing of personal data.
- 5.16 If Voicescape considers that the Customer’s instructions relating to processing of the Customer Personal Data under the Agreement infringes Data Protection Legislation, Voicescape shall inform the Customer and, in such circumstances, the Customer shall re-assess the Customer’s instructions and Data Protection Legislation. Voicescape shall not be obliged to process any of the Customer Personal Data until the Customer notifies Voicescape that the Customer’s instructions are non-infringing or amends its instructions to make them non-infringing and notifies Voicescape accordingly.
- 5.17 Voicescape reserves the right to amend this Addendum on written notice to the Customer if Voicescape considers it reasonably necessary as a result of any changes in law or practice relating to the protection or treatment of personal data.”
- 3.2. A new Appendix 1 and Appendix 2 shall be added to the Standard Terms with effect from the Effective Date as follows

This addendum is entered into on the date stated at the beginning of it.

Signed by:

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Authorised Signatory

FOR AND ON BEHALF OF

THE CUSTOMER

Full Name:

Date: Signed by:

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Authorised Signatory

FOR AND ON BEHALF OF

Voicescape Limited

Full Name:

Date: