SCHEDULE 5 – DATA PROTECTION

1. DEFINITIONS AND INTERPRETATION

The following definitions will apply in this Schedule 5. All other capitalised terms shall have the meaning given to them in Schedule 1:

"Anonymised Customer Data" means removal of Personal Data and any information reasonably likely to identify a company or other business entity; provided such revised data does not include and is not subject to any key, code, or other mechanism that could be used to restore such information.

"Controller", **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, and **"Processor"** shall all have the meanings given to them in the Data Protection Legislation;**"Data Protection Legislation"** means all privacy or data protection laws or regulations applicable to the subject matter of this Agreement, including the following legislation to the extent applicable: (a) the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018), Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003; (b) the General Data Protection Regulation (2016/679) and any national law issued under that regulation; (c) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); and (d) any laws or regulations that replace or supersede the legislation referred to in (a) to (c) from time to time;

"Restricted International Transfer" means a transfer of Personal Data: (a) from a country which has Data Protection Legislation which imposes restrictions on extra-territorial transfers of Personal Data from that country; (b) to a country which does not provide an adequate level of protection for Personal Data as required by the Data Protection Legislation of the country of export; and

"Standard Contractual Clauses" ("SCCs") means as applicable, the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council C/2021/3972 ("**EU SCCs**") together with the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Information Commissioner's Office ("**UK Addendum**"). Completed SCCs can be found here Standard Contractual Clauses

GENERAL

1.1 Each of OneAdvanced and Customer agree to comply with their respective obligations under Data Protection Legislation when processing Personal Data in connection with this Agreement.

1.2 In processing the Personal Data when providing the Services, Customer shall be the Controller and OneAdvanced shall be the Processor of the Personal Data processed under this Agreement. The scope of the processing carried out by OneAdvanced in connection with the services under this Agreement is as set out in Annex 1 (Details of Processing). OneAdvanced shall notify the Customer as soon as reasonably practicable if it considers that any of the Customer's instructions infringe Data Protection Legislation. OneAdvanced shall process Personal Data for its own business purposes such as customer and account management, billing and accounting, and product-specific research and development and software development and improvement as an Independent Controller. For information about how we process data as an Independent Controller, please consult our Privacy Policy.

2. ONEADVANCED OBLIGATIONS

2.1 OneAdvanced shall, in relation to any Personal Data processed as a Processor on behalf of the Customer in connection with this Agreement:

2.1.1 only process the Personal Data in accordance with the instructions provided from the Customer, the Annex, and for the purposes of fulfilling its obligations and exercising its rights under this

Agreement, or otherwise as required by Applicable Law (and where such a requirement is placed on OneAdvanced it shall notify the Customer unless prohibited by Applicable Law);

2.1.2 promptly notify the Customer if it receives a request from a Data Subject attempting to exercise their rights under Data Protection Legislation;

2.1.3 where necessary, provide reasonable assistance to the Customer to respond to requests from Data Subjects exercising their rights under Data Protection Legislation;

2.1.4 notify the Customer without undue delay if it receives any other request, complaint or communication (including from a supervisory authority) relating to Customer's obligations under Data Protection Legislation in connection with this Agreement;

2.1.5 provide reasonable assistance to the Customer to conduct data protection impact assessments (and any related consultations) where required under Data Protection Legislation in connection with the Services provided under this Agreement. In certain circumstances, OneAdvanced reserves the right to apply a fee for providing assistance to the Customer to conduct a data protection impact assessment;

2.1.6 ensure that it has appropriate technical and organisational measures in place (available here) to address the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data;

2.1.7 ensure that any employees or personnel engaged by OneAdvanced that may have access to Personal Data relating to this Agreement shall be subject to appropriate duties of confidentiality; and

2.1.8 notify the Customer without undue delay upon becoming aware of any Personal Data Breach in relation to the Personal Data processed in connection with this Agreement. OneAdvanced shall provide further information on reasonable request from the Customer as such details become available.

3. CUSTOMER OBLIGATIONS

3.1 The Customer is responsible for:

3.1.1 ensuring that they have a lawful basis for processing Personal Data, including appropriate consent, where applicable, to the processing of any Personal Data by OneAdvanced;

3.1.2 confirming that the measures in clause 3.1.6 are sufficient to meet the standard of appropriateness under Data Protection Legislation and, if necessary, enter into discussions with OneAdvanced regarding enhanced security measures if necessary, as OneAdvanced may not be informed about the nature of the Personal Data or the harm that may arise from a Personal Data Breach affecting the Personal Data;

3.1.3 claims or complaints resulting from OneAdvanced's actions to the extent that such actions directly result from instructions received from the Customer;

3.1.4 implementing such multi-factor authentication measures as are notified to it by OneAdvanced (including as noted in relevant service documents and manuals); and

3.1.5 ensuring that it has an appropriate lawful basis under Data Protection Legislation to share Personal Data with

OneAdvanced in connection with the provision of the Services.

4. SUB-PROCESSING

4.1 The Customer grants general authorisation for OneAdvanced to appoint (and permit each sub-processor appointed in accordance with this clause to appoint) sub-processors as follows:

4.1.1 OneAdvanced may continue to use those sub-processors already engaged as at the date of this Agreement.

4.1.2 The Customer provides its general authorisation and consent to the use of the sub-processors contained within the following link.

4.1.3 The link above contains a mechanism for Customers to subscribe to notifications and updates to the list of sub-processors shall be made available by OneAdvanced to all Customers via notifications made through this mechanism. The Customer shall subscribe and any changes (except for deletions of sub-processors without replacement) shall be notified through this mechanism at least thirty (30) days in advance of any processing by the proposed new sub-processor.

4.1.4 If the Customer has a reasonable objection that relates to a new sub-processor's processing of Personal Data, the Customer may object to OneAdvanced's use of such sub-processor by notifying OneAdvanced in writing at dataprotection@oneadvanced.com within thirty (30) days from availability of the notification. In the event of an objection on reasonable grounds, OneAdvanced and the Customer shall work together in good faith to discuss a resolution. OneAdvanced may elect to: (i) not use the sub-processor to process the Personal Data of the Customer; or (ii) take corrective steps requested by the Customer in its objection and continue with the proposed sub-processor. If neither of these options are reasonably practicable and the Customer continues to object to the processing by the proposed sub-processor, either party may provide notice of termination of the affected portion of the Service.

4.1.5 OneAdvanced shall have in place with each sub-processor, an agreement which contains data protection obligations materially as protective as those set out in this agreement.

4.1.6 OneAdvanced shall remain fully liable for all acts or omissions of any sub-processor.

5. INTERNATIONAL TRANSFERS

6.1 The Customer acknowledges and agrees that the processing of Personal Data in connection with the provision of Services by OneAdvanced as Processor may involve Restricted International Transfers of Personal Data. Where OneAdvanced carries out a Restricted International Transfer, it shall ensure that appropriate safeguards (for example SCCs) are in place as required by Data Protection Legislation. OneAdvanced shall also ensure that the Data Subject has enforceable rights and effective legal remedies.

6.2 OneAdvanced uses sub-processors, including its Affiliates, which may result in temporary processing activities outside the United Kingdom and European Economic Area.

6.3 Transfers from the EEA. In relation to Personal Data protected by the EU GDPR, the EU SCCs will apply completed as follows:

a) Module Two will apply.

b) in Clause 7, the optional docking clause will apply;

c) in Clause 9, Option 2 "General Authorisation" will apply, and the time period for prior notice of Sub-Processor changes shall be as set out in clause 5 of this Schedule 5;

d) in Clause 11, the optional language will not apply;

e) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;

f) in Clause 18(b), disputes shall be resolved before the courts of Ireland;

g) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex 1 of the completed SCCs Standard Contractual Clauses

h) Annex II of the EU SCCs shall be deemed completed with the information available here; and

i) Annex III of the EU SCCs is not needed as the parties have agreed to general authorisation of sub-processors.

6.4 **Transfers from UK.** Where a Restricted International Transfer is made from the UK, the UK Addendum is deemed executed between Customer and OneAdvanced and the EU SCCs (as modified above) shall apply as amended by the UK Addendum.

6. RECORDS AND AUDIT

6.1 OneAdvanced shall maintain complete and accurate records and information to demonstrate its compliance with the Data Protection Legislation. At the reasonable request of the Customer, OneAdvanced shall make available to the Customer information necessary to demonstrate OneAdvanced's compliance with this Schedule 5.

7. ANONYMISED DATA

7.1 Customer hereby authorises OneAdvanced: (1) to anonymise (as defined above) Customer Data and to combine it with data from other customers into a new aggregate dataset; and (2) to use such Anonymised Customer Data as a component of such new aggregate dataset for any lawful business purposes, including without limitation for distribution to Third Parties. OneAdvanced shall: (a) implement technical safeguards that prohibit reversal of Anonymised Customer Data; (b) implement business processes that specifically prohibit such reversal or recreation; (c) make no attempt to achieve such reversal; and (d) implement reasonable business processes to prevent inadvertent release.

7.2 Without prejudice to any other documented instructions of the Customer, Customer agrees that OneAdvanced may use the Anonymised Customer Data for any lawful business purposes, including but not limited to understanding, improving, and developing OneAdvanced's products and Services, artificial intelligence learning, benchmarking, aggregated statistics, historical data analysis, and analytics. Customer may withdraw this instruction at any time by notice in writing to OneAdvanced. OneAdvanced shall not be required to delete any Anonymised Customer Data already created prior to receipt of such notice.

8. FEEDBACK

8.1 Customer may provide feedback regarding any part of the Services, products, business or development plans, or technology roadmaps ("**Feedback**"). OneAdvanced may collect data from Customer's use of the Services ("**Learnings**") for any lawful business purposes, including but not limited to understanding, improving, and developing OneAdvanced's products and Services, artificial intelligence learning, benchmarking, aggregated statistics, historical data analysis, and analytics. However, OneAdvanced will not disclose Learnings externally unless it is aggregated or deidentified.

Annex 1 – Details of Processing

Description	Details
Subject matter of the processing	The services purchased by the Controller, as detailed in the Order Form: 1. Hosting – Cloud and platform 2. Software Support services 3. Software and AI development 4. Project Management 5. Training & Consultancy 6. Payroll services 7. IT services 8. Managed Services / IT Outsourcing Services 9. Migration services 10. Research and analytics purposes 11. Other professional services
Duration of the processing	The term set out for the provision of the relevant software and/or services as stated in the Order Form
Nature and purposes of the processing	Nature of Processing: 1. Storage 2. Access 3. Consultation 4. Remote Access 5. Deletion 6. Alteration 7. Anonymisation of data Purposes of processing: Any of the following services stated in the Order Form. 1. Hosting – Cloud and platform 2. Software Support services 3. Software and AI development 4. Project Management 5. Training & Consultancy 6. Payroll services 7. IT services 8. Managed Services / IT Outsourcing Services 9. Migration services 10. Research and analytics purpose 11. Other professional services
Type of Personal Data	Personal Data and/or Special Category data relating to individuals provided to OneAdvanced by, or at the direction of, the Customer in connection with the Services.
Categories of Data Subject	The Customer will maintain a list of categories of data subjects appropriate to their use of the software or services.

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	On termination or expiry of the Agreement, OneAdvanced will return the Personal Data in our standard machine-readable format (at Customer's cost or as otherwise agreed in writing between the parties) upon receipt of a documented request from the Customer. Such request will be received within thirty (30) days of expiry or termination of this Agreement, failing which, once this Agreement has expired or terminated, any Personal Data will be immediately put beyond use and; after ninety (90) days of expiry or termination of this Agreement, it will be deleted. In the event that the Customer requests return of their Personal Data as described above, all Customer Personal Data will be deleted within ninety (90) days of the confirmation of receipt of data extract by the Customer, unless otherwise agreed in writing between the parties or to the extent it is required to be retained or deleted under Applicable Law.