

# DATA PROCESSING AGREEMENT(DPA)

## 1. Introduction and Roles

1.1 This Data Processing Agreement ("DPA") forms part of the MSA between PracticeGrid and the Customer and sets out the additional terms that apply when PracticeGrid processes personal data on behalf of the Customer in the course of providing the Services.

1.2 For the purposes of applicable data protection laws, including UK GDPR and the Data Protection Act 2018 ("Data Protection Laws"), the Customer is the controller of Customer personal data and PracticeGrid acts as a processor, except where PracticeGrid determines the purposes and means of processing in which case it will be a controller for that processing.

## 2. Subject Matter, Nature, Purpose and Duration

2.1 Subject matter: PracticeGrid processes personal data submitted to, stored in, or generated by the Services on behalf of the Customer.

2.2 Nature and purpose: The processing consists of hosting, storage, transmission, organisation and other operations necessary to provide the Services, including support, maintenance, security monitoring and service improvement as described in the MSA.

2.3 Categories of data: The personal data may include contact details, account information, billing details, usage data, communication logs and any other personal data that the Customer chooses to input into the Services in the course of using them.

2.4 Categories of data subjects: The personal data may relate to the Customer's staff, contractors, clients, prospective clients and other individuals whose data is included in Customer Data.

2.5 Duration: The processing will continue for the duration of the MSA and any further period required for data export, secure deletion or compliance with applicable law.

## 3. Customer Instructions

3.1 PracticeGrid will process personal data only on documented instructions from the Customer, as set out in the MSA, this DPA, the configuration of the Services and any lawful written instructions issued by the Customer from time to time.

3.2 If PracticeGrid is required by law to process personal data in a way that conflicts with the Customer's instructions, PracticeGrid will (where lawful) inform the Customer of that requirement before carrying out the processing.

## 4. Processor Obligations

4.1 PracticeGrid will ensure that persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2 PracticeGrid will implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the factors set out in Data Protection Laws.

4.3 PracticeGrid will not transfer personal data outside the UK or EEA unless it ensures appropriate safeguards are in place, such as the UK International Data Transfer Agreement (IDTA), the Addendum to the EU Standard Contractual Clauses, or other lawful transfer mechanisms.

## **5. Sub-processors**

5.1 The Customer authorises PracticeGrid to engage third-party processors ("Sub-processors") to support the delivery of the Services. A current list of Sub-processors will be made available via the Sub-processor list referred to on our website or in the Order Form.

5.2 PracticeGrid will enter into a written agreement with each Sub-processor that imposes data protection obligations no less protective than those set out in this DPA.

5.3 PracticeGrid will notify the Customer of any proposed changes to its Sub-processors (for example, by updating the online Sub-processor list and providing email or in-app notice where appropriate). The Customer may object on reasonable grounds relating to data protection by notifying PracticeGrid within the period stated in the notice. If the parties cannot reach agreement, the Customer may terminate the affected Services in accordance with the MSA.

## **6. Data Subject Rights and Assistance**

6.1 Taking into account the nature of the processing, PracticeGrid will implement appropriate technical and organisational measures to assist the Customer in responding to requests from data subjects to exercise their rights under Data Protection Laws (such as access, rectification, erasure, restriction, portability and objection).

6.2 If PracticeGrid receives a request directly from a data subject relating to Customer personal data, it will (where reasonably identifiable as such) promptly notify the Customer and, unless legally prohibited, direct the data subject to submit the request to the Customer.

## **7. Security Incidents**

7.1 PracticeGrid will notify the Customer without undue delay upon becoming aware of a personal data breach affecting Customer personal data. The notification will include information reasonably required for the Customer to meet its obligations under Data Protection Laws, to the extent such information is known and can be disclosed.

7.2 PracticeGrid will take reasonable steps to investigate, mitigate and remedy the personal data breach and will keep the Customer informed of material developments.

## **8. Data Protection Impact Assessments and Consultation**

8.1 PracticeGrid will provide reasonable assistance to the Customer with any data protection impact assessments and prior consultations with supervisory authorities that are required under Data

Protection Laws, taking into account the nature of the processing and the information available to PracticeGrid.

## **9. Audits**

9.1 Upon reasonable advance notice and subject to appropriate confidentiality commitments, PracticeGrid will make available to the Customer information necessary to demonstrate compliance with this DPA, which may include independent audit reports or certifications where available.

9.2 Where such information does not provide sufficient assurance, the Customer may request an on-site audit or inspection (or appoint an independent auditor to conduct it), subject to agreement on scope, timing and cost. The Customer will bear its own costs and reimburse PracticeGrid's reasonable costs of facilitating any such audit.

## **10. Data Return and Deletion**

10.1 Upon termination or expiry of the Services, the Customer may export Customer Data using the features of the Services or by requesting a final export within the period specified in the MSA or our standard data retention policy.

10.2 After the export period, PracticeGrid will delete or anonymise Customer personal data from its systems, subject to any retention required by law, regulatory obligations or legitimate business purposes (for example, billing records). Any retained data will continue to be protected in accordance with this DPA.

## **11. UK IDTA / Addendum and International Transfers**

11.1 Where PracticeGrid or its Sub-processors transfer personal data outside the UK or EEA, the parties agree that the relevant international data transfer mechanism (such as the UK IDTA or the Addendum to the EU Standard Contractual Clauses) will apply as set out in the Schedules to this DPA or as otherwise agreed in writing.

## **12. Priority**

12.1 In the event of any conflict between this DPA and the MSA, this DPA shall prevail to the extent of that conflict in relation to the processing of personal data.