

ANNEX – GDPR DATA SHARING & PROCESSING TERMS

In this Annex :Capitalised terms shall have the meaning set out in the terms and conditions, unless otherwise stated.

“Operational Data” means anonymised data we extract from Content in order to better understand usage of our products. This data is used to assist in both improving our product design and advising customers on how to optimise the usage of our products; and

“System Telemetry Data” means data we gather about how Users interact with our products and services

The parties acknowledge and agree that we shall be a processor of the personal data comprise in your Content on behalf of you for the purpose of providing the SaaS Services and/or the Support Services. In this case, the subject matter, nature and purpose shall be the provision of the SaaS Services and/or the Support Services , the duration of the processing shall be the duration of the provision of the SaaS Services and/or Support Services (respectively), the data subjects shall be your patients and practice staff and the categories of data shall be patient dental records and medical history; patient contact details and preferences; and patient appointments and practice employee profiles Where we process such personal data in this manner, we shall do the following:

- (a) only process such personal data on your documented instructions (which shall include the terms and conditions and the terms of this Annex) except insofar as required to do otherwise by European Data Protection Legislation;
- (b) inform you on becoming aware of: (i) any requirement of applicable law which requires the us to process personal data otherwise than on your documented instructions, unless the applicable law prohibits such information on important grounds of public interest; or (ii) any instruction from you in relation to the processing of personal data which, in our reasonable opinion, infringes European Data Protection Legislation;
- (c) implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk in relation to the personal data;
- (d) ensure that our employees are made aware of their data protection and security obligations and are subject to binding obligations of confidentiality;
- (e) not engage another processor to process any of the personal data (a “sub-processor”) without your prior general written authorisation. By entering into this Agreement, you authorise us to use the sub-processors we engage at the date of this Agreement. A list of our current sub-processors is available from [Legal Documents - Software of Excellence](#). We shall inform you of any intended changes to our sub-processors and allow you 10 days to object to such change in writing, such objection not being unreasonably made. Following the expiry of such period, you shall be deemed to have accepted the new sub-processor. Where you do make an objection, we reserve the right to terminate that part of the SaaS Services and/or Support Services to which the proposed new sub-processor relates in the event we are not able to resolve that objection with you within 10 days of being informed of such objection;

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- (f) in respect of sub-processors we engage under paragraph 1 (e): (i) ensure that each sub-processor is engaged on terms substantially equivalent to those under this paragraph 1; and (ii) remain fully liable to you for the performance of those terms by the sub-processor;
- (g) only process, or permit the processing, of the personal data outside the UK and EEA under the following conditions: (i) the personal data transferred is to be processed in a territory which is subject to adequacy regulations under the European Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or (ii) the personal data transferred is subject to a valid cross-border transfer mechanism under the European Data Protection Legislation;
- (h) taking into account the nature of the processing, provide reasonable assistance to you in responding to data subject rights requests under the European Data Protection Legislation;
- (i) taking into account the nature of processing and the information available to us, inform you of any personal data breach concerning the personal data without undue delay (and in any event within 48 hours of becoming aware of such personal data breach);
- (j) taking into account the nature of processing and the information available to us, provide reasonable assistance to you and at your cost in relation to the preparation of data protection impact assessments and consultations with supervisory authorities in relation to the same;
- (k) at your written request, delete or return all the personal data to you after the end of the provision of the SaaS Services and/or Support Services; and
- (l) make available to you all information necessary to demonstrate our compliance with the terms of this paragraph 1 and allow for and contribute to audits, conducted by you or another auditor mandated by you. Such audits shall be conducted not more frequently than once per annum and upon reasonable prior written notice and shall be subject to appropriate obligations of confidentiality.

The parties further acknowledge and agree that we process personal data comprised in Account data, System User Data, System Telemetry Data and Operational Data as an independent controller for the purposes of operating contracted services, and gathering data used to gain insight on how to improve our products and assist customers to gain greater value in usage of our products. Where we process personal data comprised in such personal data as a controller, we shall process that personal data in accordance with our Privacy Policy, see [Legal Documents - Software of Excellence](#).

Each party shall ensure that it provides clear and sufficient fair processing information to the data subjects as is required by European Data Protection Legislation and you shall provide us with reasonable assistance to comply with our obligations under the European Data Protection Legislation in this regard.