

DATA PROCESSING AGREEMENT ("DPA")

VARIABLES	
Parties' relationship	Processor to Controller
Parties' roles	Customer (as defined in Clause 1 of the Main Agreement) will act as the Controller. Birdie (as defined in Clause 1 of the Main Agreement) will act as the Processor.
Main Agreement	the document entered into by the parties entitled "Birdie Terms and Conditions". For the avoidance of doubt, the Main Agreement together with this DPA (and various other documents expressly referred to in the Main Agreement) collectively form the contract between the Customer and Birdie.
Term	This DPA will commence on the commencement date of the Main Agreement and will continue for the term of the Main Agreement.
Breach Notification Period	Without Undue Delay after becoming aware of a personal data breach
Sub-processor Notification Period	14 days before the new sub-processor is granted access to Personal Data.
Liability Cap	For the avoidance of doubt, this DPA will be subject to the liability limitations and exclusions of liability in the body of the Main Agreement.
Governing Law and Jurisdiction	England and Wales.
Data Protection Laws	All laws, regulations and court orders which apply to the processing of Personal Data, including in the European Economic Area (EEA), the United Kingdom (UK). This includes the: ● European Union Regulation (EU) 2016/679 ● the Data Protection Act 2018 ● UK GDPR each as amended from time to time.
Services related to processing	Provision of the Service
Duration of processing	For the Term of this DPA

Nature and purpose of processing	Care management solution including: - Care assessment - Care planning - Medication scheduling & management - Task planning - Visit scheduling - Accident & incident management - Visit report including geo check in - Employee management - Service user management - Staff training - Billing & Rostering - Improvement of the product - Service and support Data must be anonymised when used for any purpose other than those mentioned above.
Personal Data	The types of personal data processed are: Categories of data The personal data to be processed fall within the following categories of data: <u>Client service user:</u> - Full Names - Contact Details, - Emergency Contact Details, - GP/Care Agency Name, - Ethnic Origin - Religion - Digital Care Record - Visit Information - Photos - Date Of Birth - Leave Details E.G. Temporary Inactivity Due To Holiday, Respite, Hospital Admission - Concerns - Funding Source - Records Of Consent - Documents Uploaded By The Client <u>Customer employee /former employees or nominated third party:</u> - Full Names - Contact Details

	Emergency Contact Details Employer Location Date Device Data Hours Worked Rostering Information Payroll Information (including rate cards etc) Visit Information Identification E.G. Passport Or Driving Licence (For Carers) Carer Availability Skills, Training and Experience DOB, Gender, address, transport method Covid vaccination status and other medical records Proof of address (bank statements, utility bills, etc.) DBS Previous employer references Performance documents (e.g., supervisions and appraisals) Car ownership details (e.g., MOT and insurance) Working hours and absences (e.g., annual / sick leaves) Termination reasons and dates <u>Care circle (relatives/nominated third parties)</u> Full Names Contact Details Relationship To Service User Device Information Sensitive data The personal data to be processed fall within the following categories of sensitive data: Ethnicity Religion / Cultural Needs Health Data Sexual Orientation Philosophical Beliefs
Data subjects	The individuals whose Personal Data will be processed are: Customer's Service users/former users & their relatives/nominated third parties. Customer employees/former employees Customer's nominated third parties
Special provisions	None

Transfer Mechanism	N/A
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ANNEX 1	
Security measures. Technical and organisational measures to ensure the security of Personal Data	https://www.birdie.care/security-by-design

ANNEX 2	
Sub-processors. Current sub-processors	See Below

Description	Details
Sub-Processor details:	
Sub-Processor Organisation Name	Amazon Web Services
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Storage and hosting
Location of the processing/storage of data	UK
Type of Personal Data	All listed above
Categories of Data Subjects	All listed above
Plan for return and destruction of the data once the Processing is complete	Upon request, the data is returned. It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer Mechanism	N/A

Sub-Processor details:

Sub-Processor Organisation Name	Planhat
Subject matter of the Processing	<i>Project Management</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Planhat is used for customer communications management, prioritisation, automating internal workflows and process playbooks
Location of the processing/storage of data	UK and EU
Type of Personal Data	All listed above but aggregated.
Categories of Data Subjects	Service users, client employees
Plan for return and destruction of the data once the Processing is complete	Where data is considered personal data, data is returned on request. It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer Mechanism	Adequacy

Sub-Processor details:	
Sub-Processor Organisation Name	Atlassian, Inc. (Australia Based)
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Bug tracking on the platform
Location of the processing/storage of data	EU
Type of Personal Data	All listed above
Categories of Data Subjects	All listed above

Plan for return and destruction of the data once the Processing is complete	Upon request, the data is returned. It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer Mechanism	EU SCCs / UK IDTA (as applicable as the contract is with an Australian entity)

Sub-Processor details:	
Sub-Processor Organisation Name	Functional Software Inc. (Sentry)
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Application Monitoring and Error Tracking Software.
Location of the processing/storage of data	USA
Type of Personal Data	All listed above
Categories of Data Subjects	All listed above
Plan for return and destruction of the data once the Processing is complete	Upon request, the data is returned. It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer Mechanism	Standard Contractual Clauses

Sub-Processor details:	
Sub-Processor Organisation Name	Looker
Subject matter of the Processing	<i>Provision of Birdie Care Services (reporting and metrics)</i>
Duration of the Processing	The length of the contract plus up to 90 days

Nature and purposes of Processing	Looker is a subsidiary of Google that provides business intelligence software and big data analytics platform.
Location of the processing/storage of data	EU
Type of Personal Data	All listed above
Categories of Data Subjects	All listed above
Plan for return and destruction of the data once the Processing is complete	Upon request, the data is returned. It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer Mechanism	Adequacy

Sub-Processor details:	
Sub-Processor Organisation Name	Datadog
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Application Monitoring and Error Tracking Software.
Location of the processing/storage of data	EU
Type of Personal Data	All listed above
Categories of Data Subjects	All listed above
Plan for return and destruction of the data once the Processing is complete	Upon request, the data is returned. It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer Mechanism	Adequacy

Sub-Processor details:	
Sub-Processor Organisation Name	Google Cloud Platform (GCP)
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Storage and hosting
Location of the processing/storage of data	EU
Type of Personal Data	All listed above
Categories of Data Subjects	All listed above
Plan for return and destruction of the data once the Processing is complete	Upon request, the data is returned. It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer Mechanism	Adequacy

Sub-Processor details:	
Sub-Processor Organisation Name	Intercom R&D Unlimited Company
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Customer support
Location of the processing/storage of data	USA
Type of Personal Data	All listed above for Client employees
Categories of Data Subjects	Client Employees

Plan for return and destruction of the data once the Processing is complete	It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer Mechanism	EU SCCs / UK IDTA (as applicable)

Sub-Processor details:	
Sub-Processor Organisation Name	MessageBird BV
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	MessageBird is a Cloud Communications Platform as a Service (CPaaS) that provides Voice, SMS, Chat, and RCS solutions
Location of the processing/storage of data	EU
Type of Personal Data	Contact details
Categories of Data Subjects	Client employees, Client Users' relatives/nominated third parties
Plan for return and destruction of the data once the Processing is complete	Transactional
Transfer Mechanism	Adequacy

Sub-Processor details:	
Sub-Processor Organisation Name	Microsoft Azure Active Directory (Azure AD)
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>

Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	a cloud-based identity and access management (IAM) solution
Location of the processing/storage of data	UK/EU
Type of Personal Data	User access credentials
Categories of Data Subjects	Client employees
Plan for return and destruction of the data once the Processing is complete	It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer Mechanism	Adequacy

Sub-Processor details:	
Sub-Processor Organisation Name	Hound Technology, Inc.(Honeycomb)
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Platform performance management
Location of the processing/storage of data	USA
Type of Personal Data	Pseudonymised Client employee identifier and actions within the system (database/api calls)
Categories of Data Subjects	Client employees
Plan for return and destruction of the data once the Processing is complete	It is deleted within 90 days of the contract ending, unless otherwise required by law.

Transfer Mechanism	EU SCCs / UK IDTA (as applicable)
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Sub-Processor details:	
Sub-Processor Organisation Name	Segment, Inc.
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Segment is a single platform that federates analytics data from multiple sources to multiple destinations.
Location of the processing/storage of data	USA
Type of Personal Data	Usage analytics data
Categories of Data Subjects	All listed above
Plan for return and destruction of the data once the Processing is complete	It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer Mechanism	EU SCCs / UK IDTA (as applicable)

Sub-Processor details:	
Sub-Processor Organisation Name	Sendgrid, Inc.
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Transaction SMS and Email

Location of the processing/storage of data	USA
Type of Personal Data	Phone number, email address, deliverability data
Categories of Data Subjects	Client employees, Client Users' relatives/nominated third parties
Plan for return and destruction of the data once the Processing is complete	It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer mechanism	EU SCCs / UK IDTA (as applicable)

Sub-Processor details:	
Sub-Processor Organisation Name	Snowflake
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Storage and hosting
Location of the processing/storage of data	EU
Type of Personal Data	All listed above
Categories of Data Subjects	All listed above
Plan for return and destruction of the data once the Processing is complete	It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer mechanism	Adequacy

Sub-Processor details:	
Sub-Processor Organisation Name	Thinkific
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Training platform for users
Location of the processing/storage of data	Canada
Type of Personal Data	Names, email addresses, skills and training
Categories of Data Subjects	Client employees
Plan for return and destruction of the data once the Processing is complete	It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer mechanism	Adequacy

Sub-Processor details:	
Sub-Processor Organisation Name	Vonage Ltd
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Transactional SMS
Location of the processing/storage of data	UK
Type of Personal Data	Phone numbers

Categories of Data Subjects	Client employees and nominated third parties
Plan for return and destruction of the data once the Processing is complete	It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer mechanism	N/A

Sub-Processor details:	
Sub-Processor Organisation Name	Zivver
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>
Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Secure file transfer eg at the end of the contract to return data, or to share data securely
Location of the processing/storage of data	EU
Type of Personal Data	All listed above
Categories of Data Subjects	All listed above
Plan for return and destruction of the data once the Processing is complete	It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer Mechanism	Adequacy

Sub-Processor details:	
Sub-Processor Organisation Name	Zoom
Subject matter of the Processing	<i>Provision of Birdie Care Services</i>

Duration of the Processing	The length of the contract plus up to 90 days
Nature and purposes of Processing	Web meetings
Location of the processing/storage of data	Germany
Type of Personal Data	Contact details, video if user switches this on
Categories of Data Subjects	Client employees and nominated third parties
Plan for return and destruction of the data once the Processing is complete	It is deleted within 90 days of the contract ending, unless otherwise required by law.
Transfer Mechanism	Adequacy

TERMS

1. What is this agreement about?

1.1 **Purpose.** The parties are entering into this Data Processing Agreement (**DPA**) for the purpose of processing Personal Data (as defined above).

1.2 **Definitions.** Under this DPA:

- (a) **adequate country** means a country or territory that is recognised under Data Protection Laws from time to time as providing adequate protection for processing Personal Data,
- (b) **Controller, data subject, personal data breach, process/processing, Processor** and **supervisory authority** have the same meanings as in the Data Protection Laws,
- (c)
- (d) **Sub-Processor** means another processor engaged by the Processor to carry out specific processing activities with Personal Data.

2. What are each party's obligations?

2.1 **Controller obligations.** Controller instructs Processor to process Personal Data in accordance with this DPA, and is responsible for providing all notices and obtaining all consents, licences and legal bases required to allow Processor to process Personal Data.

2.2 **Processor obligations.** Processor will:

- (a) only process Personal Data in accordance with this DPA and Controller's instructions (unless legally required to do otherwise),
- (b) not sell, retain or use any Personal Data for any purpose other than as permitted by this DPA and the Main Agreement,
- (c) inform Controller immediately if (in its opinion) any instructions infringe Data Protection Laws,
- (d) use the technical and organisational measures described in Annex 1 when processing Personal Data to ensure a level of security appropriate to the risk involved,
- (e) notify Controller of a personal data breach within the Breach Notification Period and provide assistance to Controller as required under Data Protection Laws in responding to it,
- (f) ensure that anyone authorised to process Personal Data is committed to confidentiality obligations,
- (g) without undue delay, provide Controller with reasonable assistance with:
 - (i) data protection impact assessments,
 - (ii) responses to data subjects' requests to exercise their rights under Data Protection Laws, and
 - (iii) engagement with supervisory authorities,
- (h) if requested, provide Controller with information necessary to demonstrate its compliance with obligations under Data Protection Laws and this DPA,
- (i) allow for audits at Controller's reasonable request, provided that audits are limited to once a year and during business hours except in the event of a personal data breach, and
- (j) return Personal Data upon Controller's written request or delete Personal Data by the end of the Term, unless retention is legally required.

2.3 **Warranties.** The parties warrant that they and any staff and/or subcontractors will comply with their respective obligations under Data Protection Laws for the Term.

3. Sub-processing

3.1 **Use of sub-processors.** Controller authorises Processor to engage other processors (referred to in this section as **sub-processors**) when processing Personal Data. Processor's existing sub-processors are listed in Annex 2.

3.2 **Sub-processor requirements.** Processor will:

- (a) require its sub-processors to comply with equivalent terms as Processor's obligations in this DPA,
 - (b) ensure appropriate safeguards are in place before internationally transferring Personal Data to its sub-processor, and
 - (c) be liable for any acts, errors or omissions of its sub-processors as if they were a party to this DPA.
- 3.3 **Approvals.** Processor may appoint new sub-processors provided that they notify Controller in writing in accordance with the Sub-processor Notification Period.
- 3.4 **Objections.** Controller may reasonably object in writing to any future sub-processor. If the parties cannot agree on a solution within a reasonable time, either party may terminate this DPA.

4. International personal data transfers

- 4.1 **Instructions.** Processor may transfer data outside the UK where:
- a) a UK data adequacy decision exists for the relevant destination country, or;
 - b) it has implemented a Transfer Mechanism compliant with Data Protection Laws, which for example may include a derogation pursuant to Article 49 of the GDPR applies or an appropriate Transfer Mechanism under UK or EU GDPR is used such as an International Data Transfer Agreement, and;
 - c) transfer is made to a sub processor acting as an employer-of-record for the Processor personnel, and individuals with access are operating directly and exclusively under the Supplier's governance and controls.
- 4.2 **Transfer mechanism.** Where a party is located outside the UK, the EEA or an adequate country and receives Personal Data:
- (a) that party will act as the **data importer**,
 - (b) the other party is the **data exporter**, and
 - (c) the relevant Transfer Mechanism will apply.
- 4.3 **Additional measures.** If the Transfer Mechanism is insufficient to safeguard the transferred Personal Data, the data importer will promptly implement supplementary measures to ensure Personal Data is protected to the same standard as required under Data Protection Laws.
- 4.4 **Disclosures.** Subject to terms of the relevant Transfer Mechanism, if the data importer receives a request from a public authority to access Personal Data, it will (if legally allowed):
- (a) challenge the request and promptly notify the data exporter about it, and
 - (b) only disclose to the public authority the minimum amount of Personal Data required and keep a record of the disclosure.

5. Other important information

- 5.1 **Survival.** Any provision of this DPA which is intended to survive the Term will remain in full force.
- 5.2 **Order of precedence.** In case of a conflict between this DPA and other relevant agreements, they will take priority in this order:
- (a) Transfer Mechanism,
 - (b) DPA,
 - (c) Main Agreement (including without limitation the Order and Acceptable Use Policy).
- 5.3 **Notices.** Formal notices under this DPA must be in writing.
- 5.4 **NOT USED**
- 5.5 **NOT USED**
- 5.6 **NOT USED**
- 5.7 **NOT USED.**
- 5.8 **NOT USED.**
- 5.9 **Governing law and jurisdiction.** The Governing Law applies to this DPA and all disputes will only be litigated in the courts of the Jurisdiction.