

Professional Services – Personal Data Processing Addendum

This Professional Services Personal Data Processing Addendum (“**Addendum**”) applies if it is specifically referenced in an Order between finova and Customer in respect of personal data processed by finova in connection with that Order, and supplements any other agreement between finova and Customer regarding the relevant Services (the “**Agreement**”). To the extent that the Agreement contains data protection terms that are inconsistent with the terms of this Addendum, those existing terms shall prevail in respect of such inconsistency (except to the extent necessary to comply with Data Protection Law).

1. Definitions

- a. Capitalised terms used in this Addendum shall have the meanings given in the Agreement unless otherwise defined in this Addendum.

2. Processing of personal data

- a. If finova processes personal data, other than Customer Contact Information, received from or on behalf of Customer, Customer appoints finova as a “processor” (or the equivalent term as defined by Data Protection Law) to process that personal data for the purposes of providing the Services or as otherwise agreed in writing (the “**Permitted Purpose**”), and, the remaining provisions of this Section 2 shall apply.
- b. To the extent that personal data is processed by finova, Customer authorises finova’s transfer of personal data to other countries and engagement of others to process the personal data for the Permitted Purpose. finova’s relevant third party processors are listed in Section 3 below, and finova remains primarily responsible for the performance of any subcontracted obligations. If finova engages a new processor of personal data, finova will notify Customer before permitting access to the personal data. finova will also impose contractual terms to the standard required by law. Customer can object to the new processor on reasonable grounds within fourteen (14) Days of finova’s notice, in which case finova will look at whether finova can provide the Services without using them (or otherwise resolve Customer’s objection). If not, finova will not allow the new processor to process the personal data, and finova may suspend the Services.
- c. To the extent that personal data is processed by finova, finova will implement technical and organisational measures to protect the personal data from accidental or unlawful destruction, loss, alteration, and from unauthorised disclosure (a “**Security Incident**”). If finova becomes aware of a Security Incident, finova will notify Customer without undue delay and provide Customer with reasonable information to help Customer fulfil any reporting obligations Customer has. finova will also take reasonable steps to remedy or mitigate the impact of the Security Incident. finova will ensure all of its personnel who have access to personal data are bound by obligations of confidentiality.
- d. If Customer needs finova’s reasonable assistance to respond to any request from a data subject, or any enquiry or complaint, finova will provide it and bear the cost of this unless finova considers it will require additional resource from finova, in which case finova will let Customer know before incurring additional costs. If finova receives any communication itself in relation to personal data processed on behalf of Customer in the course of providing the Services, finova will notify Customer promptly. If finova believes its processing of personal data poses a high risk to the data protection rights and freedoms of the data subjects, finova will notify Customer and reasonably co-operate with any data privacy impact assessment as may be required by law.
- e. Following termination or expiry of the Agreement, finova will destroy or return any personal data finova holds as processor except as required to comply with law, or personal data which has been archived on back-up systems. This Section 2 will continue to apply to any retained personal data for as long as finova holds it.
- f. Where it has been established that personal data is being processed by finova, finova shall also contribute to audits and inspections by allowing Customer to review any written records which finova maintains in respect of, and will also respond to any written audit questions in respect of, finova’s compliance with this Section 2.

3. Third party processors and subprocessors

finova may utilize some or all of the following processors and subprocessors in the performance of the Services:

Processor name	Location	Processing activity
Microsoft	UK	Cloud (Azure) hosting, security, Microsoft 365 services
SolarWinds	USA	Provider of finova’s cloud-based customer helpdesk system
Finova Technologies Private Limited (a finova Affiliate)	India	Software development, configuration, and testing services; software maintenance support; project management services.
Hexaware Technologies UK Limited	UK	Software development, configuration, and testing services; software maintenance support; project management services.
Hexaware Technologies India Limited	India	Software development, configuration, and testing services; software maintenance support; project management services.
Computer Systems Integration Limited	UK	Microsoft Azure managed services
Six Degrees Technology Group Limited	UK	Microsoft Azure managed services