

DATA PROCESSING AGREEMENT

THIS DATA PROCESSING AGREEMENT

This Data Processing Agreement (“Agreement”) forms part of and is incorporated into any agreement, order, subscription, quotation, proposal, or other arrangement under which Allday Time Systems Limited provides services to a customer (“Service Agreement”).

This Agreement applies between:

1. **The Customer** (being the entity purchasing or using the Services and acting as Data Controller); and
2. **Allday Time Systems Limited**, Lynchford House, 11 Lynchford Lane, Farnborough, Hampshire, GU14 6JD (“Data Processor”).

BACKGROUND

A. The Data Processor provides time attendance, workforce management, access control, software, cloud services, support, and related services to the Customer under the Service Agreement.

B. In providing the Services, the Data Processor may process Personal Data on behalf of the Customer.

C. Article 28(3) of the UK GDPR requires that processing by a processor on behalf of a controller shall be governed by a binding written contract.

D. This Agreement sets out the terms on which the Data Processor shall process Personal Data on behalf of the Customer.

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

“Customer” means the organisation or legal entity receiving the Services and acting as Data Controller.

“Data Controller”, “Data Processor”, “processing”, and “data subject” shall have the meanings given in Article 4 of the UK GDPR.

“ICO” means the Information Commissioner’s Office.

“Personal Data” means personal data processed by the Data Processor on behalf of the Customer in connection with the Services.

“Services” means the services supplied by the Data Processor to the Customer under the Service Agreement.

“Sub-Processor” means any third party appointed by the Data Processor to process Personal Data on behalf of the Customer.

“Sub-Processing Agreement” means a written agreement between the Data Processor and a Sub-Processor containing obligations substantially equivalent to those set out in this Agreement.

“UK GDPR” means the UK General Data Protection Regulation and all applicable UK data protection legislation.

Unless the context otherwise requires:

- references to writing include electronic communications;
- references to legislation include amendments and re-enactments;
- headings are for convenience only and do not affect interpretation;
- words in the singular include the plural and vice versa.

2. SCOPE AND APPLICATION

2.1 This Agreement applies to all Personal Data processed by the Data Processor on behalf of the Customer in connection with the Services.

2.2 This Agreement supplements the Service Agreement and applies for as long as the Data Processor processes Personal Data on behalf of the Customer.

2.3 In the event of conflict between this Agreement and the Service Agreement in relation to data protection matters, this Agreement shall prevail.

3. PROCESSING OF PERSONAL DATA

3.1 The Data Processor shall process Personal Data only:

- a) for the purpose of providing the Services;
- b) in accordance with the Customer’s documented instructions; and
- c) as required by applicable law.

3.2 The Customer instructs the Data Processor to process Personal Data as necessary to provide the Services and as otherwise authorised through the Customer’s use and configuration of the Services.

3.3 If applicable law requires the Data Processor to process Personal Data other than in accordance with the Customer’s instructions, the Data Processor shall inform the Customer unless prohibited by law.

4. BIOMETRIC DATA

4.1 Where biometric facial, fingerprint, palm, or similar biometric template data is collected using the Customer's hardware or software configuration, the Customer acts as Data Controller and data Processor in respect of such biometric data. This is due to the fact that any biometrics are solely stored on the attendance hardware which is owned or fully operated and controlled by the customer.

4.2 Unless expressly agreed otherwise in writing, Allday Time Systems Limited does not determine the purpose or means of processing biometric data and acts solely as a supplier of hardware, software, hosting, support, or related services used by the Customer.

4.3 The Customer is responsible for ensuring that any collection and use of biometric data complies with applicable data protection laws, including obtaining any necessary lawful basis, notices, policies, or consents.

5. DATA PROTECTION OBLIGATIONS

5.1 The Data Processor shall:

- a) implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure;
- b) ensure that personnel authorised to process Personal Data are subject to confidentiality obligations;
- c) maintain records of processing activities where required by Article 30 of the UK GDPR;
- d) provide reasonable assistance to the Customer in responding to data subject requests and complying with obligations relating to security, breach notifications, impact assessments, and regulatory consultations;
- e) make available to the Customer information reasonably necessary to demonstrate compliance with this Agreement; and
- f) notify the Customer without undue delay upon becoming aware of a Personal Data breach affecting Personal Data processed on behalf of the Customer.

5.2 The Customer shall:

- a) comply with all applicable data protection laws;
- b) ensure that it has all necessary rights, consents, notices, and lawful bases required for the processing of Personal Data; and
- c) ensure that its instructions to the Data Processor comply with applicable laws.

6. INTERNATIONAL TRANSFERS

6.1 The Data Processor shall not transfer Personal Data outside the United Kingdom unless appropriate safeguards are in place in accordance with applicable data protection laws.

6.2 The Customer authorises the Data Processor to use hosting providers, infrastructure providers, and Sub-Processors that may process Personal Data outside the UK where lawful transfer mechanisms are implemented.

7. DATA SUBJECT REQUESTS AND BREACHES

7.1 The Data Processor shall notify the Customer without undue delay if it receives:

- a) a subject access request;
- b) a complaint relating to the processing of Personal Data; or
- c) any request from a regulator or supervisory authority relating to Personal Data processed on behalf of the Customer.

7.2 The Data Processor shall provide reasonable assistance to the Customer in responding to such requests.

7.3 The Data Processor shall notify the Customer without undue delay upon becoming aware of a Personal Data breach affecting Personal Data processed under this Agreement.

8. CONFIDENTIALITY

8.1 The Data Processor shall keep Personal Data confidential and shall not disclose Personal Data to any third party except:

- a) as required to provide the Services;
- b) with the Customer's authorisation; or
- c) where required by law.

8.2 The obligations in this Clause shall continue following termination of the Services.

9. SUB-PROCESSORS

9.1 The Customer grants general authorisation for the Data Processor to appoint Sub-

Processors in connection with the provision of the Services.

9.2 The Data Processor shall ensure that all Sub-Processors are subject to written obligations providing materially equivalent protection for Personal Data as set out in this Agreement.

9.3 The Data Processor shall remain responsible for the acts and omissions of its Sub-Processors in relation to the processing of Personal Data.

10. RETURN OR DELETION OF PERSONAL DATA

10.1 Upon termination of the Services, the Data Processor shall, at the Customer's written request and subject to applicable law:

- a) return the Personal Data to the Customer; or
- b) securely delete the Personal Data within a reasonable period.

10.2 The Data Processor may retain Personal Data where required by law, regulation, backup retention policies, or legitimate business recordkeeping obligations.

11. LIABILITY

11.1 Each Party shall be responsible for its own compliance with applicable data protection laws.

11.2 Nothing in this Agreement excludes or limits either Party's liability where such limitation is prohibited by law.

11.3 The liability of each Party under this Agreement shall be subject to any exclusions or limitations of liability set out in the Service Agreement unless prohibited by applicable law.

12. AUDIT RIGHTS

12.1 The Customer may, on reasonable written notice and no more than once in any twelve-month period, request information reasonably necessary to demonstrate the Data Processor's compliance with this Agreement.

12.2 Any audit shall be conducted during normal business hours and in a manner that minimises disruption to the Data Processor's business operations.

13. GENERAL

13.1 This Agreement shall be governed by the laws of England and Wales.

13.2 The courts of England and Wales shall have exclusive jurisdiction over any dispute arising under or in connection with this Agreement.

13.3 This Agreement may be accepted electronically, by execution of a Service Agreement, or through continued use of the Services.

SCHEDULE 1 – SERVICES

Provision of time attendance, workforce management, access control, Payroll, HR, software, cloud hosting, support services, and associated hardware supplied by All Day Time Systems Limited.

SCHEDULE 2 – CATEGORIES OF PERSONAL DATA

The following categories of Personal Data may be processed in connection with the Services:

- Employee names
- Employee ID numbers
- Attendance records
- Clocking records
- Departmental information
- Access control records
- Contact details
- Payroll-related identifiers
- General HR records
- User account credentials
- IP addresses and system usage logs
- Biometric templates where enabled and controlled by the Customer who remains the data processor for this information.

Categories of data subjects may include:

- Employees
- Contractors
- Temporary staff
- Agency workers
- Visitors
- System users

Processing activities may include:

- Collection
- Recording
- Organisation
- Storage
- Retrieval
- Consultation
- Transmission
- Deletion
- Hosting
- Support and maintenance

