

Information Governance Agreement

Amendment, dated _____ is incorporated by reference into the Support Agreement between **SOFTWARE OF EXCELLENCE UK LTD**, incorporated and registered in England with company number 02940919 whose registered office is at Eclipse House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN, UK ("**SOE**"), and _____ (**PRACTICE NAME**), incorporated and registered in _____ with company number _____ whose registered office is at _____ ("**Customer**").

Whereas Customer has purchased dental practice management software from SOE, and SOE provides maintenance and support for such software; and

The parties desire to assure that the parties and their treatment of personal data transmitted in connection with these services comport with applicable legal requirements, including the UK Data Protection Act of 1998 ("Act"); and

As part of SOE's maintenance and support services, it may receive "personal data" or "sensitive personal data" as defined within in the Act (collectively, "Personal Data"), and may utilize the skills of its affiliated sub-processor entity located in New Zealand to support its duties under the Support Agreement, and accordingly such Personal Data may be exported to New Zealand for such purposes.

Accordingly the parties agree as follows:

1. Background

- 1.1. The following applies to Personal Data transferred for the purpose of preventative maintenance, fault diagnosis, hardware or software testing, repair, upgrade, replacement or any other related activity.
- 1.2. The access referred to in paragraph 1.1 above may include:-
 - 1.2.1. Access to Personal Data on the Customer's premises
 - 1.2.2. Access to Personal Data from a remote site
 - 1.2.3. Examination, testing, and repair of media (e.g. fixed disc assemblies)
 - 1.2.4. Examination of software dumps
 - 1.2.5. Processing using Customer's or Customer's patients' Personal Data

2. SOE undertakes:

- 2.1. To treat as confidential all Personal Data which may be derived from or be obtained in the course of the contract or which may come into the possession of SOE or an employee, servant, agent or sub-processor of SOE as a result of or in connection with the contract; and
- 2.2. To provide reasonable precautions to ensure that all such Personal Data is treated as confidential by SOE, its employees, servants, agents or sub-processor; and
- 2.3. To ensure that SOE, their employees, servants, agents and sub-processor are aware of the provisions of the Act and that any personal information obtained from the Customer shall not be disclosed or used in any unlawful manner.

3. Customer undertakes:

- 3.1. To ensure that it complies at all times with the Act, and that any disclosure of Personal Data made by it to SOE is made with the data subject's consent (and in the case of sensitive personal data, explicit consent) or is otherwise lawful.

4. The parties also each agree to the following;

- 4.1. Each party certifies that its organisation is registered appropriately under the Act and legally entitled to undertake the work proposed.
- 4.2. SOE will only transfer Personal Data to sub-processor in New Zealand in accordance with Model Clauses 2010/87/EU ("Model Clauses") and the Act. Customer hereby agrees that SOE may, and gives SOE consent to, sign Model Clauses with the third party data sub-processor on its behalf in connection with the transferring of Personal Data hereunder.
- 4.3. SOE agrees to contract with the New Zealand sub-processor to comply with the Act, model clauses, as well as all the obligations between SOE and its customers.
- 4.4. SOE agrees to promptly provide a copy of the sub-processing contract, upon Customer request.
- 4.5. Customer and SOE agree to notify each other in the event that either party or the sub-processor is audited by the Information Commissioner's Office,
- 4.6. The work shall be done only by authorised employees, servants, or agents of SOE who are aware of the requirements of the Act and of their personal responsibilities under the Act to maintain the security of Personal Data received by SOE from Customer.
- 4.7. While the Personal Data is in the custody of SOE it shall be kept in appropriately secure means. Any Personal Data sent from one place to another by or for SOE shall be carried out by appropriately secure means. Personal Data which can identify any patient/employee of Customer may be transferred electronically or by direct-dial access to a computer held database by SOE or its agent or sub-processor.
- 4.8. The Personal Data must not be used or disclosed for any other purpose than that agreed by SOE and Customer, and shall not be kept longer than is necessary for carrying out such purposes.
- 4.9. Customer reserves the right to audit SOE's contractual responsibilities or to have those audits carried out by a third party during regular business hours and upon reasonable prior notice. SOE will reserve the right to audit its sub-processor's responsibilities.
- 4.10. Customer will expect an escalation process for problem resolving relating to any breaches of security and/or confidentiality of personal information by SOEs employee and/or any agents and/or sub-processor.
- 4.11. Any security breaches made by SOE's employees, agents or sub-processor will promptly be reported to Customer.
- 4.12. Each party will indemnify the other for any loss arising under the Act caused by any wrongful action, authorised or unauthorised, taken by the indemnifying party, its employees, servants, agents or sub-processors.

SOFTWARE OF EXCELLENCE UK LTD

By: _____
Name: _____
Date: _____

_____ **[Customer]**

By: _____
Name: _____
Date: _____
