



MJM TECHNOLOGY LTD

DATA PROCESSING AGREEMENT

Version MJM-DPA-01 (v1.0) | Effective 21 September 2026 | www.mjm.technology/legal

IN PLAIN ENGLISH This agreement covers how we handle personal data when we support your systems. In short: your data stays yours, we only use it to deliver the services you have asked for, we keep it secure, we tell you quickly if something goes wrong, and we give it back or delete it when we part company. Each section starts with a box like this one explaining what it means in everyday language. The plain-English boxes are a guide only; the full clauses underneath are what legally applies.

This Data Processing Agreement (“DPA”) forms part of, and is incorporated by reference into, the MJM Technology Customer Terms and Conditions (MJM-TC-01) and any Order made under them (together, the “Agreement”) between MJM Technology Ltd (“MJM Technology”, “Processor”) and the customer named in the Order (the “Customer”, “Controller”).

This DPA records the parties’ obligations in respect of the processing of personal data carried out by MJM Technology on the Customer’s behalf, as required by Article 28 of the UK GDPR. Where this DPA conflicts with the Terms and Conditions, this DPA prevails in relation to data protection matters, in accordance with clause 1.2 of the Terms and Conditions.

1. DEFINITIONS

IN PLAIN ENGLISH The words used here have the meanings given in UK data protection law. Anything defined in our Terms and Conditions keeps that meaning.

1.1 In this DPA:

- “Data Protection Legislation” means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and any other applicable law relating to the processing of personal data, in each case as amended or replaced.
- “UK GDPR” has the meaning given in section 3(10) of the Data Protection Act 2018.
- “Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” have the meanings given in the UK GDPR.
- “Customer Personal Data” means any Personal Data that MJM Technology Processes on behalf of the Customer in the course of providing the Services, as described in Annex A.
- “Sub-processor” means any third party engaged by MJM Technology to Process Customer Personal Data.
- “Restricted Transfer” means a transfer of Customer Personal Data to a country outside the United Kingdom that is not subject to UK adequacy regulations.

1.2 Terms defined in the Terms and Conditions and not defined here have the meaning given in the Terms and Conditions.

2. ROLES AND SCOPE

IN PLAIN ENGLISH You are the data controller — it is your data and your decisions. We are the processor, acting on your instructions. Annex A sets out exactly what we process and why.

2.1 The parties acknowledge that, in respect of Customer Personal Data, the Customer is the Controller and MJM Technology is the Processor.

2.2 The subject matter, duration, nature and purpose of the Processing, the types of Personal Data and the categories of Data Subjects are set out in Annex A.

2.3 The Customer warrants that it has a lawful basis for the Processing it instructs, that it has provided all necessary privacy information to Data Subjects, and that its instructions comply with Data Protection Legislation.

2.4 Where MJM Technology determines the purposes and means of processing in its own right — for example, in respect of its own business contacts, billing records and website visitors — it acts as a Controller, and that processing is governed by the MJM Technology privacy notice rather than this DPA.

3. PROCESSING ON DOCUMENTED INSTRUCTIONS

IN PLAIN ENGLISH *We only process your data to deliver the services you have bought, plus anything you ask us to do in writing. If we ever think an instruction would break the law, we will say so. And if the police, a regulator or a court asks us for your data, we point them at you, tell you before we hand anything over unless the law forbids it, and give only what we are legally required to give.*

3.1 MJM Technology shall Process Customer Personal Data only on the Customer's documented instructions, including with regard to Restricted Transfers, unless required to do otherwise by law to which MJM Technology is subject. Where MJM Technology is so required, it shall inform the Customer of that legal requirement before Processing, unless the law prohibits it from doing so on important grounds of public interest.

3.2 The Agreement, this DPA and any applicable Service Description constitute the Customer's complete documented instructions. Additional or differing instructions must be given in writing and may be subject to reasonable additional Charges where they materially change the scope of the Processing.

3.3 MJM Technology shall immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Legislation. MJM Technology may suspend performance of the affected instruction until it is withdrawn, amended or confirmed.

3.4 MJM Technology shall not sell Customer Personal Data, nor use it for its own marketing, nor for training or improving machine learning or artificial intelligence models.

3.5 Where MJM Technology receives a request, order or demand from a law enforcement agency, regulator, court or other public authority for the disclosure of Customer Personal Data, it shall, unless legally prohibited from doing so: (a) inform the requesting body that the Customer is the Controller of that Personal Data and direct the request to the Customer; (b) notify the Customer of the request before making any disclosure, so that the Customer may take whatever steps it considers appropriate; and (c) where disclosure is nonetheless legally required of MJM Technology, disclose only the minimum Personal Data necessary to comply.

3.6 Where MJM Technology is legally prohibited from notifying the Customer of such a request, it shall notify the Customer as soon as that prohibition ceases to apply.

4. CONFIDENTIALITY OF PERSONNEL

IN PLAIN ENGLISH *Only people who need access get access, and everyone who does is bound to keep it confidential.*

4.1 MJM Technology shall ensure that access to Customer Personal Data is limited to those personnel who need access in order to deliver the Services.

4.2 MJM Technology shall ensure that all persons authorised to Process Customer Personal Data are subject to a binding duty of confidentiality, whether contractual or statutory, that survives the end of their engagement.

4.3 MJM Technology shall ensure that such personnel receive appropriate training on their data protection and security responsibilities.

5. SECURITY MEASURES

IN PLAIN ENGLISH *We keep appropriate security controls in place — they are listed in Annex B. Security standards move, so we may update them, but never in a way that materially weakens protection.*

5.1 Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of Processing, as well as the risk to Data Subjects, MJM Technology shall implement and maintain the technical and organisational measures set out in Annex B, in accordance with Article 32 of the UK GDPR.

5.2 MJM Technology may update the measures in Annex B from time to time, provided that no update materially reduces the overall level of security afforded to Customer Personal Data.

5.3 The Customer is responsible for its own use of the Services, including configuring them appropriately, securing its own credentials and access, and assessing whether the measures in Annex B meet its requirements and its own obligations under Data Protection Legislation.

6. SUB-PROCESSORS AND THIRD-PARTY PROVIDERS

IN PLAIN ENGLISH *We use specialist suppliers to deliver the service. Who they are is published at mjm.technology/legal/sub-processors — kept on a page so it stays current without us having to reissue your contract every time it changes. You are authorising the ones listed there now. If we want to add or change one, we give you 30 days' notice and you can object; if we cannot resolve the objection you can terminate the affected service without penalty.*

6.1 Depending on the Services procured and how they are configured, a third-party provider may be engaged either (a) as a Sub-processor to MJM Technology, or (b) as a processor contracting directly with the Customer under that provider's own terms. The Order, together with any Service Description, statement of work, design document or end-user agreement, identifies the solutions procured and may identify the providers concerned.

6.2 Third-party providers may be engaged in any of the Processing activities described in Annex A, for the following purposes:

- **Managed Services** — supporting infrastructure, software-as-a-service, monitoring, alert detection and the platforms through which ongoing services are delivered.
- **Support Services** — escalation to a software vendor or equipment manufacturer where an issue cannot be resolved by the MJM Technology service desk, or a subcontractor engaged to provide overflow or out-of-hours support.
- **Cloud or Hosting Services** — infrastructure, software-as-a-service, and hosting underpinning the solutions procured.
- **Professional Services** — assistance with implementing or configuring a solution, whether by the software or equipment vendor itself or by a subcontractor engaged by MJM Technology.

6.3 MJM Technology's current providers are published at www.mjm.technology/legal/sub-processors, which identifies for each provider its purpose, its location, the transfer mechanism relied upon, and whether it acts as a Sub-processor to MJM Technology or as a processor contracting directly with the Customer. By placing an Order, the Customer gives general written authorisation for the appointment of the providers listed on that page. Further information on any provider and its data protection credentials is available from MJM Technology on request.

6.4 MJM Technology shall give the Customer not less than thirty (30) days' prior written notice of any intended addition to, or replacement of, a Sub-processor. The Customer may object on reasonable data protection grounds within fourteen (14) days of that notice.

6.5 Where the Customer objects and the parties cannot agree a resolution within a further thirty (30) days, the Customer may terminate the affected Service on written notice, without liability for the Early Termination Fee in respect of that Service. Charges already accrued remain payable.

6.6 MJM Technology shall impose on each Sub-processor, by written contract, data protection obligations no less protective than those set out in this DPA, and shall remain fully liable to the Customer for the performance of each Sub-processor's obligations.

6.7 Where a provider acts as a processor contracting directly with the Customer, that provider's own data protection terms govern its Processing of Customer Personal Data within that provider's platform. MJM Technology administers such services on the Customer's behalf but is not the Customer's processor in respect of the underlying platform, and clause 6.6 does not apply to it.

6.8 Microsoft 365 and Azure subscriptions are supplied on this basis. MJM Technology is an indirect reseller and the subscriptions are provisioned through Pax8 as indirect provider. The Customer enters into the Microsoft Customer Agreement directly with Microsoft, under which the Microsoft Products and Services Data Protection Addendum governs Microsoft's Processing of Customer Personal Data within the Microsoft platform. The Order records that the Customer has accepted the Microsoft Customer Agreement and the date of acceptance.

6.9 Clauses 6.7 and 6.8 limit MJM Technology's responsibility for the platform itself. They do not limit its responsibility for its own acts and omissions: where MJM Technology administers such a platform on the Customer's behalf, including under delegated administrative privileges, it does so as the Customer's Processor and this DPA applies to that administration in full.

7. INTERNATIONAL TRANSFERS

IN PLAIN ENGLISH *Some of the tools we use are operated from outside the UK. Where that happens we make sure a lawful transfer mechanism is in place before any data moves.*

7.1 MJM Technology shall not make a Restricted Transfer of Customer Personal Data unless it has first put in place a transfer mechanism recognised under Data Protection Legislation, which may include UK adequacy regulations, the

International Data Transfer Agreement, or the International Data Transfer Addendum to the EU Standard Contractual Clauses.

7.2 The transfer mechanism relied upon in respect of each provider is identified on the sub-processor page published at www.mjm.technology/legal/sub-processors.

7.3 Where a transfer mechanism ceases to be valid, MJM Technology shall promptly notify the Customer and shall either implement an alternative mechanism or cease the affected transfer.

8. ASSISTANCE WITH DATA SUBJECT RIGHTS

IN PLAIN ENGLISH *If one of your people exercises their data rights, we will help you answer them — and we will pass any request straight to you rather than answering it ourselves.*

8.1 Taking into account the nature of the Processing, MJM Technology shall assist the Customer by appropriate technical and organisational measures, insofar as reasonably possible, in fulfilling the Customer's obligation to respond to requests to exercise rights under Chapter III of the UK GDPR.

8.2 MJM Technology shall notify the Customer without undue delay if it receives a request from a Data Subject relating to Customer Personal Data, and shall not respond to that request itself except on the Customer's documented instructions or as required by law.

8.3 Assistance under this clause is included in the Charges where it is proportionate to the Services. Where responding to a single request requires more than four (4) hours of MJM Technology's time, MJM Technology may charge for the excess at the rates set out in the Rate Card, having notified the Customer in advance and given the Customer the opportunity to narrow or withdraw the request.

9. PERSONAL DATA BREACHES

IN PLAIN ENGLISH *If there is a breach affecting your data, we tell you without undue delay and in any case within 48 hours of becoming aware, and we help you work out what to do. That gives you at least 24 hours of the 72 you have to report to the ICO. Reporting to the ICO and telling affected people remains your decision and your responsibility.*

9.1 MJM Technology shall notify the Customer without undue delay, and in any event within forty-eight (48) hours, after becoming aware of a Personal Data Breach affecting Customer Personal Data.

9.2 That notification shall include, to the extent known at the time and updated as further information becomes available: the nature of the breach; the categories and approximate number of Data Subjects and records concerned; the likely consequences; the measures taken or proposed; and a point of contact. MJM Technology's data protection contact is legal@mjm.technology, which the Customer may also use for any question, request or notice arising under this DPA.

9.3 MJM Technology shall provide reasonable assistance to the Customer in investigating, containing and remediating the breach, and in meeting the Customer's obligations under Articles 33 and 34 of the UK GDPR.

9.4 Notification of a Personal Data Breach is not, and shall not be construed as, an acknowledgement by MJM Technology of fault or liability.

9.5 Reporting to a Supervisory Authority, communicating with affected Data Subjects, and any public communications remain the sole responsibility of the Customer as Controller.

10. DATA PROTECTION IMPACT ASSESSMENTS

IN PLAIN ENGLISH *If you need to run a data protection impact assessment, we will give you the information about our part of the picture.*

10.1 MJM Technology shall provide reasonable assistance to the Customer with any data protection impact assessment and any prior consultation with a Supervisory Authority, in each case solely in relation to the Processing carried out by MJM Technology and taking into account the information available to it.

11. AUDIT AND DEMONSTRATION OF COMPLIANCE

IN PLAIN ENGLISH *We will give you the information you need to satisfy yourself that we are doing this properly, including our certifications. You can audit us once a year with reasonable notice — more often if there has been a breach or a regulator requires it.*

11.1 MJM Technology shall make available to the Customer all information reasonably necessary to demonstrate compliance with Article 28 of the UK GDPR, which may include current certifications, policies and summary assessment results.

11.2 The Customer may, on not less than thirty (30) days' written notice and no more than once in any twelve (12) month period, audit MJM Technology's compliance with this DPA. Audits shall be conducted during Business Hours, shall not unreasonably disrupt MJM Technology's operations, and shall be subject to appropriate confidentiality undertakings.

11.3 The frequency limit in clause 11.2 does not apply where an audit is required following a Personal Data Breach affecting Customer Personal Data, or is required by a Supervisory Authority.

11.4 Each party bears its own costs of an audit, save that the Customer shall reimburse MJM Technology's reasonable costs at the rates set out in the Rate Card where an audit exceeds one Business Day or requires materially disproportionate effort.

11.5 MJM Technology may satisfy an audit request by providing the results of an independent third-party audit or certification covering the matters in scope, where such results reasonably address the Customer's enquiry.

12. RETURN AND DELETION

IN PLAIN ENGLISH *When we stop working together, you choose: we return your data or we delete it. Either way we hold it for 90 days first, in case you need something, and then it goes.*

12.1 On termination or expiry of the Agreement, and at the Customer's written election, MJM Technology shall return Customer Personal Data to the Customer or securely delete it.

12.2 In the absence of a written election, MJM Technology shall retain Customer Personal Data for ninety (90) days following termination in accordance with clause 12.3 of the Terms and Conditions, and shall then securely delete it.

12.3 MJM Technology may retain Customer Personal Data to the extent required by applicable law, and shall in that case continue to protect it in accordance with this DPA for as long as it is retained.

12.4 MJM Technology shall, on written request, certify in writing that deletion has been carried out.

12.5 Customer Personal Data held within backups is deleted in accordance with the applicable backup retention cycle rather than on demand, and remains protected under this DPA until it is overwritten or expires.

13. LIABILITY AND TERM

IN PLAIN ENGLISH *The liability caps in our main terms apply here too. This DPA lasts as long as we hold your data.*

13.1 The exclusions and limitations of liability set out in clause 13 of the Terms and Conditions apply to this DPA and to any claim arising under or in connection with it, save that MJM Technology's total aggregate liability for all claims arising under or in connection with this DPA shall not exceed the greater of (a) the amount determined under clause 13.3 of the Terms and Conditions and (b) two hundred and fifty thousand pounds (£250,000), and save to the extent that any exclusion or limitation is not permitted by Data Protection Legislation.

13.2 This DPA takes effect on the Commencement Date and continues for as long as MJM Technology Processes Customer Personal Data, notwithstanding the expiry or termination of the Agreement.

13.3 This DPA is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction, in each case in accordance with clause 15.15 of the Terms and Conditions.

ANNEX A — DETAILS OF PROCESSING

IN PLAIN ENGLISH *The specifics: what we process, whose data it is, why, and for how long. If your Service Description covers something different, it takes precedence over this Annex.*

Item	Detail
Subject matter	The provision of Managed IT Services, Networking Services, Cyber Security Services and Professional Services under the Agreement.
Duration	The term of the Agreement, plus the 90-day retention period described in clause 12.
Nature and purpose	Remote monitoring and management of endpoints and infrastructure; helpdesk and incident management; identity, device and access administration; patch and vulnerability management; endpoint detection and response and security monitoring; backup administration where in scope; migration and project delivery; and reporting to the Customer.
Types of Personal Data	Names, job titles and business contact details; user account identifiers and authentication metadata; device, endpoint and telemetry data; IP addresses and connection logs; mailbox, file and application metadata; the content of mailboxes, files and systems to the extent incidentally accessible while delivering support; security alert and incident data; and any other Personal Data present in systems the Customer places in scope.
Categories of Data Subjects	The Customer's employees, workers, contractors and other authorised users; and any other individuals whose Personal Data is present in the systems the Customer places in scope, which may include the Customer's own clients, suppliers and contacts.
Special category data	Not intentionally Processed. MJM Technology does not require access to special category data to deliver the Services. Any exposure is incidental to supporting systems chosen by the Customer, and the Customer remains responsible for identifying such data and instructing any additional safeguards it requires.
Frequency	Continuous for monitoring and management; as required for support and projects.

ANNEX B — TECHNICAL AND ORGANISATIONAL MEASURES

IN PLAIN ENGLISH *The security controls we operate. These are the measures referred to in clause 5 and required by Article 32 of the UK GDPR.*

MJM Technology maintains the following measures:

- Access control — access to Customer systems and data is limited to named individuals on a least-privilege basis. Administrative access is separated from day-to-day accounts.
- Multi-factor authentication — enforced on all MJM Technology accounts, including all administrative and remote access to Customer environments.
- Privileged access management — elevated permissions are granted just-in-time and are time-limited rather than standing.
- Access reviews — user access, administrative accounts, break-glass accounts and exceptions are reviewed on a quarterly basis.
- Endpoint protection — MJM Technology endpoints run centrally managed endpoint detection and response, with monitoring by a 24/7 Security Operations Centre.
- Patch and vulnerability management — operating system and application updates are managed centrally and tracked against defined timescales. MJM Technology's own devices are vulnerability scanned weekly.
- Asset management — a current inventory of devices and software is maintained through MJM Technology's remote monitoring and device management platforms.
- Encryption — data is encrypted in transit using current industry-standard protocols. Customer Personal Data held within MJM Technology's remote monitoring and management platform and within backups is encrypted at rest. MJM Technology endpoints use full-disk encryption.
- Logging and monitoring — administrative actions in supported environments are logged, and security alerting is monitored continuously.

- Segregation — Customer environments are administered separately, with credentials and documentation held per Customer rather than shared.
- Personnel — all personnel with access are subject to binding confidentiality obligations and receive annual data protection and security awareness training.
- Policies — an Acceptable Use Policy, password and access control policy, and asset register are maintained and reviewed at least annually.
- Certification — MJM Technology holds Cyber Essentials certification covering the whole organisation, and maintains the five technical controls that underpin it.
- Business continuity — documented arrangements are in place for continuity of service and for restoring availability of data in a timely manner following an incident.
- Incident management — a documented process governs the identification, containment, investigation and notification of security incidents and Personal Data Breaches.

ANNEX C — SUB-PROCESSORS AND THIRD-PARTY PROVIDERS

IN PLAIN ENGLISH *Rather than fixing a supplier list into this signed document, we publish it — so it is always current, and so a change of supplier does not mean reissuing your contract. The page is the list referred to in clause 6.*

The current list of third-party providers engaged by MJM Technology is published at:

www.mjm.technology/legal/sub-processors

For each provider, that page identifies:

- the provider's name and a link to it;
- the purpose for which it is engaged, and the category of Processing activity under clause 6.2;
- the location or locations from which it Processes Customer Personal Data;
- the transfer mechanism relied upon for any Restricted Transfer; and
- whether it acts as a Sub-processor to MJM Technology or as a processor contracting directly with the Customer.

The page records the date on which it was last updated. Changes are notified in accordance with clause 6.4, and the Customer's right to object and, failing resolution, to terminate the affected Service without an Early Termination Fee is set out in clause 6.5.

Where the Customer requires a point-in-time copy of the list — for its own records, an audit, or a due diligence exercise — MJM Technology shall provide one on request, certified as accurate as at the date of issue.

EXECUTION — DATA PROCESSING AGREEMENT

This Data Processing Agreement is entered into as of the date last signed below. The plain-English summary boxes are provided for convenience only and do not form part of the legal terms.

Customer (Controller)

Signature: _____

Name: _____

Title: _____

Date: _____

MJM Technology Ltd (Processor)

Signature: _____

Name: _____

Title: _____

Date: _____