

## SUPPLIER PERSONAL DATA PROCESSING ADDENDUM

This Supplier Personal Data Processing Addendum (“**DPA**”) is between:

The Open Text entity having entered into the Agreement (as defined below) acting on its own behalf (“**OT**” or “**OpenText**”) and its Affiliates; and

the other party to the Agreement (“**Supplier**”).

### Background

This DPA amends or supplements the written or electronic agreement (“**Agreement**”) between the parties to this DPA provided that the Services include Processing of Personal Data, as may be described in **Appendix B**. If there is an inconsistency between any of the provisions of this DPA and the provisions of the Agreement in relation to the Processing of Personal Data, the provisions of this DPA shall prevail. For the avoidance of doubt, Agreement also means each Statement of Work (“**SOW**”) entered into between the Supplier and OT.

## 1. DEFINITIONS

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In this DPA, the following terms shall have the meanings set out below:

- 1.1 “**Affiliate**” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with a party, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of management and the policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.2 “**Data Protection Legislation**” means data protection and privacy laws including, without limitation, (i) the GDPR (and any laws of Member States of the European Economic Area (EEA) implementing or supplementing the GDPR), (ii) UK Data Protection Law and (iii) the data protection or privacy laws of Switzerland, in each case, to the extent applicable to the Processing of Personal Data under this DPA and the Agreement.
- 1.3 “**EEA Controller to Processor SCCs**” means the standard contractual clauses between controllers and processors, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, which are set forth [here](#) as they are to apply to this DPA (as amended, updated or replaced from time to time).
- 1.4 “**EEA Processor to Processor SCCs**” means the standard contractual clauses between processor and processor, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, which are set forth [here](#) as they are to apply to this DPA (as amended, updated or replaced from time to time).
- 1.5 “**EEA Standard Contractual Clauses**” means the EEA Controller to Processor SCCs and EEA Processor to Processor SCCs.
- 1.6 “**GDPR**” means EU (European Union) General Data Protection Regulation 2016/679.
- 1.7 “**Other Standard Contractual Clauses**” means for Personal Data subject to Data Protection Legislation other than (i) the GDPR (and any laws of Member States of the European Economic Area (EEA) implementing or supplementing the GDPR), (ii) UK Data Protection Law and (iii) the data protection or privacy laws of Switzerland, the standard contractual provisions or model clauses approved by the corresponding data protection authority in order to lawfully transfer Personal Data internationally under applicable Data Protection Legislation, as may be amended, updated or superseded from time to time.

1.8 "**Restricted Transfer**" means a transfer of Personal Data which, subject to the paragraph below, is:

- (i) from an exporter subject to GDPR which is only permitted in accordance with GDPR if a Transfer Mechanism is applicable to that transfer ("**EEA Restricted Transfer**");
- (ii) from an exporter subject to UK Data Protection Law which is only permitted in accordance with UK Data Protection Law if a Transfer Mechanism is applicable to that transfer ("**UK Restricted Transfer**");
- (iii) from an exporter subject to Data Protection Legislation applicable in Switzerland which is only permitted under that law if a Transfer Mechanism is applicable to that transfer ("**Swiss Restricted Transfer**"); and/or
- (iv) from an exporter subject to Data Protection Legislation (other than those cited in (i), (ii) and (iii) above) which is only permitted under applicable Data Protection Legislation if Other Standard Contractual Clauses are applicable to that transfer ("**Other Restricted Transfer**").

Transfers of Personal Data will not be considered a Restricted Transfer where:

- (v) the jurisdiction to which the personal data is transferred has been approved by the European Commission pursuant to Article 25(6) of the EC Directive 95/46 or Article 45 of the GDPR or, as applicable, an equivalent provision under UK or Swiss Data Protection Legislation, as ensuring an adequate level of protection for the processing of personal data; or
- (vi) the transfer falls within the terms of a derogation as set out in Article 49 of the GDPR, equivalent under Swiss Data Protection Legislation or the UK GDPR (as applicable).

1.9 "**Services**" means the services and other activities to be supplied or carried out by or on behalf of Supplier for OT (or OT's customer) pursuant to the Agreement.

1.10 "**Standard Contractual Clauses**" means each of the EEA Standard Contractual Clauses, the UK Standard Contractual Clauses and the Other Standard Contractual Clauses.

1.11 "**Sub-processor**" means any third party (including, without limitation, any Supplier Affiliate) appointed by or on behalf of Supplier to Process Personal Data on behalf of OT or OT Affiliate in connection with the Agreement.

1.12 "**Transfer Mechanism**" means the Standard Contractual Clauses or any other appropriate safeguards under article 46 of the GDPR or equivalent under Swiss Data Protection Legislation or UK Data Protection Law applicable to a relevant transfer of Personal Data that has the effect of permitting that transfer or Other Standard Contractual Clauses applicable to the relevant transfer of Personal Data that has the effect of permitting that transfer.

1.13 "**UK Data Protection Law**" means UK GDPR and the Data Protection Act 2018.

1.14 "**UK GDPR**" has the meaning defined in The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

1.15 "**UK Controller to Processor SCCs**" means the UK International Data Transfer Addendum which is set forth [here](#) as it is to apply to this DPA , and may be amended, updated or replaced from time to time, incorporating the EEA Standard Contractual Clauses to the extent it applies in respect of the transfer of Personal Data from a Controller to a Processor.

- 1.16 **"UK Processor to Processor SCCs"** means the UK International Data Transfer Addendum which is set forth [here](#) as it is to apply to this DPA, and may be amended, updated or replaced from time to time, incorporating the EEA Standard Contractual Clauses the extent it applies in respect of the transfer of Personal Data from a Processor to a Processor.
- 1.17 **"UK Standard Contractual Clauses"** means the UK Controller to Processor SCCs and UK Processor to Processor SCCs.
- 1.18 The terms **"Controller"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, **"Processing"**, **"Processor"** and **"Supervisory Authority"** shall have the same meaning as in the GDPR (or, where the relevant processing is subject to alternative Data Protection Legislation, the defined term or concept set out in such application Data Protection Legislation with the closest equivalent meaning to that given under the GDPR).

## 2. DATA PROTECTION

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- 2.1 Each party will comply with all applicable requirements of the Data Protection Legislation. This DPA is in addition to, and does not relieve, remove, or replace either party's obligations under the Data Protection Legislation.
- 2.2 If Supplier determines the purposes and means of any Processing of OT's Personal Data, Supplier becomes the Controller for such Processing and is, consequently, solely responsible for the lawfulness of such Processing by Supplier as Controller under applicable Data Protection Legislation. For the avoidance of doubt, Supplier is only permitted to process Personal Data for the purposes set out in clause 2.4.1 below.
- 2.3 Appendix B sets out details of the subject matter, nature and purpose of processing, type of personal data and categories of data subject. The duration of processing is the duration of the Agreement.
- 2.4 To the extent that Supplier currently has, has had or will have access or potential access to Personal Data of OT and/or its customers or has or will generate, process, store or transmit Personal Data in providing the Services, in relation to any Personal Data processed under the Agreement and this DPA, Supplier agrees to:
- 2.4.1 process, use and maintain Personal Data for OT and/or its customers only in accordance with OT's documented written instructions and the Agreement (together with this DPA) solely for the purposes of performing its responsibilities and obligations under the Agreement unless required to do so by (i) in respect of Personal Data subject to GDPR, EU or Member State Law; (ii) in respect of Personal Data subject to UK Data Protection Legislation, laws applicable in the United Kingdom; and (iii) in respect of Personal Data subject to other Data Protection Legislation (excluding GDPR and UK Data Protection Law), applicable laws, provided that the Supplier shall notify OT of that legal requirement before Processing. The Supplier shall make no other use of Personal Data other than for the provision of the Services to OT. Supplier represents and warrants that nothing would prevent it from fulfilling such obligations;
- 2.4.2 where in the opinion of Supplier an instruction from OT infringes Data Protection Legislation, it shall inform OT thereof (but such communication shall not constitute legal advice by Supplier). However, such obligation shall not relieve Supplier from its own responsibility for compliance with Data Protection Legislation;
- 2.4.3 neither (a) sell or disclose the Personal Data to any third party for the commercial benefit of Supplier or any third party; nor (b) retain, use, disclose or otherwise Process the Personal Data outside of the direct business relationship between the Parties. Supplier certifies that it understands and will comply with all restrictions placed on its Processing of the Personal Data;

- 2.4.4 take appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access or use, and against all other unlawful forms of Processing. The Supplier shall notify OT without undue delay in case of any changes to the technical and organizational matters which affect the Personal Data or that would otherwise reduce the level of protection of Personal Data;
- 2.4.5 ensure that only personnel who need to have access to Personal Data for provision of the Services are granted access to such Personal Data and only for the purposes of the performance of the Services and inform all personnel of the confidential nature of the Personal Data and ensure personnel are subject to appropriate obligations of confidentiality and have received appropriate training on their responsibilities;
- 2.4.6 provide reasonable co-operation and assistance to OT (and the relevant Supervisory Authority, if applicable) in relation to compliance with OT's (and its customers) obligations under Data Protection Legislation including, but not limited to, in relation to: (i) any complaint or request made in respect of any Personal Data by any Data Subject including, but not limited to, assistance in responding to requests for exercising the Data Subject's rights of: access, rectification, erasure and objection, restriction of processing, data portability, and not to be subject to a decision based solely on automated processing; (ii) in the event of litigation or a regulatory inquiry concerning the Personal Data; and (iii) the carrying out of data protection impact assessments and/or consultations with a Supervisory Authority, all such cooperation and assistance to be provided at no additional charge and the Supplier will abide by the advice of OT and the relevant Supervisory Authority with regard to the Processing of Personal Data;
- 2.4.7 where a Data Subject submits a request to the Supplier to exercise their rights, the Supplier shall forward these requests by email to OT at [dpo@opentext.com](mailto:dpo@opentext.com) or such other contact details notified by OT's Privacy Team to Supplier in writing from time to time. The Supplier shall not respond to a Data Subject request unless and to the extent instructed by OT to do so;
- 2.4.8 without undue delay (but in any case within 24 hours) notify OT in writing if it becomes aware of (i) any accidental or unauthorized access to Personal Data, (ii) any actual or potential Personal Data Breach or breach of this DPA and / or Data Protection Legislation, (iii) any disclosure or request for disclosure of Personal Data to a third party (except for disclosure to an approved Sub-processor in accordance with Clause 2.4.10) and (iv) any request for disclosure or inquiry from a third party (including, without limitation, a public authority) concerning the Personal Data; and, (v) any change in applicable law that would render Supplier unable to comply with this DPA. All such notices shall be directed to [dpo@opentext.com](mailto:dpo@opentext.com) in addition to that specified in any notice procedures set forth in the Agreement;
- 2.4.9 If available and taking into account the nature of the Processing, the notification in accordance with clause 2.4.8 (i) and/or (ii) above shall at least:
  - 2.4.9.1 describe the nature of the Personal Data Breach including without limitation and where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;
  - 2.4.9.2 communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
  - 2.4.9.3 describe the likely consequences of the Personal Data Breach; and
  - 2.4.9.4 describe the measures taken or proposed to be taken by the Supplier to address the Personal Data Breach, including without limitation, where appropriate, measures to mitigate its possible adverse effects.

Where, and in so far as, it is not possible to provide the information at the same time or becomes available later, the information may be provided in phases without undue further delay;

- 2.4.10 not subcontract any of its Processing operations performed on behalf of OT or any OT Affiliate without the prior written consent of OT. The Supplier shall submit the request for prior written consent at least 60 days prior to the engagement of the sub-processor, together with the information necessary to enable OT to decide whether to provide its prior written consent. OT has provided consent to those Sub-processors set out at Appendix D. Where Supplier subcontracts its obligations, it shall do so only by way of a written agreement with the Sub-processor which imposes the same obligations on the Sub-processor as are imposed on Supplier under this DPA. Supplier confirms that it has entered or (as the case may be) will enter into a written agreement with its Sub-processors incorporating terms which are substantially similar to those set out in this DPA. Supplier shall remain fully liable to OT for all acts or omissions of any Sub-processor;
- 2.4.11 not make a transfer of Personal Data (including, without limitation any Restricted Transfer of Personal Data by the Supplier to any Sub-processor), and procure that Sub-processors do not make a transfer of Personal Data, without the prior written consent of OT and provided always that such transfer and/or Restricted Transfer is compliant with Data Protection Legislation including, without limitation Standard Contractual Clauses entered into between the Supplier and relevant Sub-processor. The Supplier confirms that it has entered into Standard Contractual Clauses and/or Other Standard Contractual Clauses with all Sub-processors where there is a Restricted Transfer. Supplier shall provide copies of the applicable Transfer Mechanism in place with Sub-processors promptly if requested by OT (provided that Supplier may redact commercially sensitive and confidential information);
- 2.4.12 within five (5) business days of receipt of a written request from OT:
  - 2.4.12.1 provide OT (or OT's customers where applicable) with reasonable access to its personnel, premises, facilities and Sub-processors to enable OT to conduct an on-site inspection audit;
  - 2.4.12.2 authorise OT to make confidential copies of any materials including, without limitation, any records and information required to be obtained and maintained under the Agreement, this DPA and Data Protection Legislation which are relevant to assessing compliance with the Agreement and DPA and, where applicable, to share such copies with OT's customers;
  - 2.4.12.3 provide evidence of Supplier's relevant policies and other related documents to verify that Supplier is complying with its obligations under this DPA and, where applicable, to share such copies with OT's customers; and
  - 2.4.12.4 where available, provide a copy of the latest Service Organization Control (SOC) audit report and/or other third-party audit reports or information (in each case, provided by an entity reasonably acceptable to OT) to demonstrate the processing activities of Supplier relating to the Personal Data is in compliance with its obligations under this DPA and, where applicable, to share such copies with OT's customers.
- 2.4.13 Any on site audit under Clauses 2.4.12.1 ("On Site Audit") shall be conducted during ordinary business hours on business days and shall not interfere unreasonably with Supplier's ordinary business. If the results of an On Site Audit or other audit of information provided pursuant to Clause 2.4.12 (together an "Audit") show that Supplier is not complying with the Agreement and/or DPA, then Supplier must ensure prompt remedy of the non-compliance and comply with OT's reasonable directions to remedy the non-compliance, including without limitation directions as to timing. Any Audit shall be conducted, and all information to be provided pursuant to this clause shall be provided, at the cost of the Supplier;

2.4.14 On termination of the Agreement, return to OT or permanently delete all copies of such Personal Data, as directed by OT, and certify compliance with this obligation in writing to OT. Such certification of compliance to be signed by a signing officer of Supplier; and

2.4.15 Indemnify OT and its Affiliates from and against all claims, damages, expenses, losses or liabilities resulting from a breach of the DPA. Data Subjects may enforce the provisions of this DPA as a third-party beneficiary against Supplier with respect to their Personal Data. Breach of this DPA shall be deemed a material breach of the Agreement.

2.5 Supplier agrees to comply with the terms of Appendix A: 'Technical and Operational Measures', which form part of the Agreement and this DPA.

2.6 Notwithstanding anything to the contrary in the Agreement or elsewhere, the obligations of the Supplier under this DPA shall not be subject to any limitations or exclusions to the liability of the Supplier or its Affiliates.

## **2.7 International transfers**

2.7.1 The Parties shall have in place a Transfer Mechanism in respect of any Restricted Transfer between the Parties and shall comply with Appendix C if there is a Restricted Transfer.

2.7.2 In the event of an EEA Restricted Transfer or Swiss Restricted Transfer where Personal Data is transferred from OT as data exporter acting as a Controller to Supplier as data importer acting as a Processor, the Parties shall, as part of this DPA, comply with the EEA Controller to Processor SCCs, which are hereby incorporated into this DPA.

2.7.3 In the event of an EEA Restricted Transfer or Swiss Restricted Transfer where Personal Data is transferred from OT as data exporter acting as a Processor to Supplier as data importer acting as a Processor, the Parties shall, as part of this DPA, comply with the EEA Processor to Processor SCCs, which are hereby incorporated into this DPA.

2.7.4 In the event of a UK Restricted Transfer, the Parties shall, as part of this DPA, comply with the UK Standard Contractual Clauses, which are hereby incorporated into this DPA.

2.7.5 In the event of an Other Restricted Transfer, the Parties shall, as part of this DPA, comply with the Other Standard Contractual Clauses, which are hereby incorporated into this DPA. To the extent applicable, the information set out in the Appendices of the EEA Standard Contractual Clauses shall apply (where relevant) in respect of the Other Standard Contractual Clauses.

2.7.6 For the purposes of the EEA Standard Contractual Clauses, Annex 1 (Description of Transfer) shall be deemed to incorporate the information set out at Appendix E to this DPA; Annex 2 (Description of Technical and Organisational measures) shall be deemed to incorporate the terms set forth in Appendix A to this DPA (Technical and Organisational measures) and Annex 3 (List of Sub-processors) shall be deemed to incorporate the information set forth in Appendix D to this DPA.

2.7.7 If there is a conflict between the provisions of the Standard Contractual Clauses and this DPA the Standard Contractual Clauses shall prevail. OT may at its discretion, utilise another appropriate cross-border transfer mechanism approved by an appropriate data protection authority or the European Commission (as applicable) which has been adopted by and agreed to by OT.

2.7.8 Where the Standard Contractual Clauses apply between OT and Supplier, if the Supplier has factually disappeared, ceased to exist in law or has become insolvent, OT's customer (as a third-party beneficiary

right) shall have the right to terminate the relevant portion of the agreement with the Supplier pertaining to that customer and to instruct the Supplier to erase or return its Personal Data.

2.8 Where any replacement of , or amendment to, the Standard Contractual Clauses is approved by the competent authority/ies or governmental body/ies (including, without limitation, a supervisory authority or the European Commission or a UK Government Department) (“**New Solution**”), the New Solution will be deemed incorporated into the DPA and Agreement and take effect and be binding on the parties from the date of such approval by the applicable competent authority or governmental body or, if later, the end of any grace period applicable to the New Solution. In the event reasonably required by OT or Supplier or where required by applicable Data Protection Legislation or on request by the competent authority/ies or governmental body/ies, OT and Supplier shall enter into signed copies of the New Solution with details of processing as set out in, or substantially similar to, those set out in the Standard Contractual Clauses.

## 2.9 Conflict

2.9.1 If there is an inconsistency between any of the provisions of the Standard Contractual Clauses, this DPA and the provisions of the Agreement in relation to the Processing of Personal Data, the provisions of the Standard Contractual Clauses shall prevail over the DPA and Agreement, and this DPA shall prevail over the Agreement.

## 2.10 Other provisions

2.10.1 The Parties agree that on and from 27<sup>th</sup> September 2021 this DPA shall replace and supersede any existing data processing addendum, attachment, exhibit or standard contractual clauses that Supplier and OT may have previously entered into in connection with the Services.

2.10.2 The parties confirm that in all other respects, the terms, covenants and conditions of the Agreement remain unchanged and in full force and effect, except as modified by this DPA. It is understood and agreed that all terms and expressions when used in this DPA, unless a contrary intention is expressed herein, have the same meaning as they have in the Agreement.

### ACCEPTED AND AGREED:

#### OPEN TEXT CORPORATION

On behalf of itself and its affiliates

By: \_\_\_\_\_

Name:

Title:

Date:

### ACCEPTED AND AGREED:

\_\_\_\_\_  
Supplier Legal Entity Name

By: \_\_\_\_\_

Name:

Title:

Date:

Supplier must comply with the Technical and Organisational Measures (IT Security Terms and Conditions) including, without limitation, its appendices and ensure any subcontractor engaged by the Supplier, also complies with the Technical and Organisational Measures.

For the **Technical and Organisational Measures (IT Security Terms and Conditions)** see [here](#) as may be amended, updated or replaced from time to time (which are also available on OpenText's Supplier Information page: <https://www.opentext.com/about/supplier-information>). These Technical and Organisational Measures (IT Security Terms and Conditions) are incorporated into this DPA by reference (with the same force and effect as though fully set forth in this DPA).

References to OpenText information, OpenText data and OpenText assets shall be deemed to include Personal Data of OpenText and/or its customers or other Personal Data that Supplier has or will generate, process, store or transmit in providing the Services.



### DETAILS OF THE PROCESSING OF PERSONAL DATA

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#### **Subject matter and duration of the Processing of Personal Data**

Supplier is processing Personal Data in order to provide Services to OT and its affiliates under the Agreement. The duration of the Processing of the Personal Data is set out in the Agreement (and documentation governed by it) and this DPA.

#### **The nature and purpose of the Processing of Personal Data**

In the performance of Services under the Agreement, Supplier may from time to time perform data processing activities which may include, without limitation,

1. use of Personal Data to provide the Services.
2. collecting, recording, storing, structuring, modifying, adapting, altering or destroying the Personal Data of a Data Subject.
3. execution of instructions of OT in accordance with the Agreement and DPA.

#### **The types of Personal Data to be processed**

As further described in the Agreement, the categories of Personal Data may include without limitation the following:

1. Personal contact information (e.g. name, and personal addresses, phone numbers, and email addresses)
2. Work contact information (e.g. work addresses, phone numbers, and email addresses)
3. Detailed personal information (e.g. age and/or date of birth, gender, marital status, photos, former names, emergency contact information, and dependent information)
4. Identification number (e.g., employment number, social security number, social insurance number, driving license number, student number, national ID card number, and passport number)
5. Education and skills information (e.g. education history, degrees earned, institutions attended, academic records, qualifications, skills, training details, training records, professional expertise, work history and experience, and other resume/CV information)
6. Financial information (e.g. bank account information or details, information pertaining to salary, bonus, equity, taxes, benefits, credit, credit cards, and expenses)
7. Geo location / Time-zone
8. Any application-specific data
9. IT systems information (such as user credentials, computer name, domain name, IP address, and software usage pattern tracking information i.e. cookies)

#### **Special categories of data (if appropriate)**

As further described in the Agreement, the special categories of Personal Data within the scope of this DPA may include, without limitation sensitive personal data

#### **The categories of Data Subject to whom the Customer Personal Data relates**

Data subjects under this DPA may include, without limitation:

1. Employees and other staff members, agents, suppliers, advisors or sub-contractors of OT's end customer(s) and/or their client(s).
2. User's of OT's end Customer's software or application(s) or services;
3. Employees and other staff members, agents, suppliers, advisors or sub-contractors of OT or its Affiliates;
4. Partners of OT or of its Affiliates, including without limitation their employees and other staff members, agents, suppliers, advisors or sub-contractors
5. Any other natural person or individual having Personal Data stored, transmitted to, made available to, accessed or otherwise processed by Supplier.

The Supplier certifies and confirms that the responses provided by the Supplier in the Privacy and IT Security Questionnaire are true and accurate in respect of both the Supplier and its Sub-processors and that the Supplier and its Sub-processors are compliant with such responses. The Supplier shall notify OT promptly of any actual or potential change that would impact the responses provided.

Supplier will adopt supplementary measures to provide such safeguards for the Personal Data as are necessary, in particular as regards to any access by public authorities, to protect the Personal Data against any interference that goes beyond what is necessary and proportionate in a democratic society to safeguard national security, defence and public security and/or that would impinge on the parties' ability to comply with the Standard Contractual Clauses.

The supplier commits to provide evidence of supplementary measures that ensure the protection of the Personal Data.

**SUB-PROCESSORS AND LOCATIONS OF PROCESSING**

In the event there is any international data transfer the Supplier will provide information relating to the jurisdictions the processing of Personal Data will take place and provide it in the format set out below.

Approved Sub-processors and locations of processing by those Sub-processors are set out below:

**Supplier Group Sub-processors:**

| Name | Address | Contact person's name, position and contact details | Sub-processor location(s) | Locations of onward data transfers by Sub-processor | Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised) | Transfer Mechanism |
|------|---------|---|---------------------------|---|--|--------------------|
|      |         |   |                           |   |  |                    |
|      |         |   |                           |   |  |                    |
|      |         |   |                           |   |  |                    |

**Third Party Sub-processors**

| Name | Address | Contact person's name, position and contact details | Sub-processor location(s) | Locations of onward data transfers by Sub-processor | Description of the processing (including a clear delimitation of responsibilities in case several Sub-processors are authorised) | Transfer Mechanism |
|------|---------|---|---------------------------|---|--|--------------------|
|      |         |   |                           |   |  |                    |
|      |         |   |                           |   |  |                    |
|      |         |   |                           |   |  |                    |

**1 Data exporter(s): Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union**

|  |   |
|--|---|
| <b>Name:</b>   | OT (as defined in the DPA)  |
| <b>Address:</b>  | As set out in the Agreement.  |
| <b>Contact person's name, position and contact details:</b>  | <a href="mailto:DPO@opentext.com">DPO@opentext.com</a><br>OT Data Protection Officer<br>Prof. E.M. Meijerslaan 1<br>1183 AV Amstelveen<br>The Netherlands |
| Activities relevant to the data transferred under these Clauses: OT is obtaining Services from the Supplier. |   |
| <b>Role:</b>   | Controller or Processor (as applicable)   |

**2 Data importer(s): Identity and contact details of the data importer(s) and, where applicable, of its/their data protection officer and/or representative in the European Union**

|   |   |
|---|---|
| <b>Name:</b>  | Supplier (as defined in the DPA)            |
| <b>Address:</b>   | As set out in the Agreement.                |
| <b>Contact person's name, position and contact details:</b>   | Contact details as set out in the Agreement |
| Activities relevant to the data transferred under these Clauses: Provision of Services pursuant to the Agreement. |   |
| <b>Role:</b>  | Processor or Sub-processor                  |

**3 Categories of data subjects whose personal data is transferred**

See Appendix B.

**4 Categories of personal data transferred**

See Appendix B.

**5 Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.**

See Appendix B for details of special categories of personal data.

Additional safeguards may include, without limitation, specific access restriction, encryption at rest, policies and procedures on handling of the personal data for specific teams

**6 The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).**

Transfers shall be made on a continuous basis during the term of the Agreement or otherwise provided as per the Service configuration or documentation.

**7 Nature of the processing**

See Appendix B.

**8 Purpose(s) of the data transfer and further processing**

See Appendix B.

**9 The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period**

See Appendix B.

**10 Subject matter, nature and duration of the processing for transfer to (sub-) processors**

In respect of the Standard Contractual Clauses, transfers to Sub-processors shall be on the same basis as set out in the DPA.

**11 Competent Supervisory authority**

Where the data exporter is established in an EU Member State: Netherlands

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: Netherlands

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: Netherlands