



SUPPLIER PERSONAL DATA PROCESSING ADDENDUM

This Supplier Personal Data Processing Addendum ("DPA") is between:





1.10 "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,





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 27th 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:

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OPEN TEXT CORPORATION
On behalf of itself and its affiliates

Supplier Legal Entity Name

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:



APPENDIX A
TECHNICAL AND ORGANISATIONAL MEASURES
(IT SECURITY TERMS AND CONDITIONS)

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](https://www.opentext.com/about/supplier-information) 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.



APPENDIX D
SUB-PROCESSORS AND LOCATIONS OF PROCESSING

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APPENDIX E
DESCRIPTION OF TRANSFER

- 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



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