

## AVEVA DATA PROCESSING ADDENDUM

This AVEVA Data Processing Addendum (“**Data Processing Addendum**”) supplements and is incorporated into and forms part of the AVEVA General Terms and Conditions between AVEVA and the Customer (the “**Agreement**”). Capitalised terms used but are not defined in this Data Processing Addendum shall have the same meanings ascribed to them in the Agreement.

This Data Processing Addendum is in addition to, and does not relieve, remove or replace, a Party's obligations under the Applicable Data Protection Legislation.

### **1. DEFINITIONS.**

- 1.1. “**AVEVA’s Technical and Organisational Measures**” means the measures set out in the AVEVA Technical and Organisational Measures located at <https://www.aveva.com/en/legal/>;
- 1.2. “**Customer Personal Data**” means the Personal Data that is uploaded into the Products as Customer Content by Customer or which is otherwise Processed by AVEVA as a Processor on behalf of Customer or one of its Affiliates as a Controller;
- 1.3. “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise Processed;
- 1.4. “**Sub-processor**” means any third party engaged by AVEVA (including any AVEVA Affiliate) to Process Customer Personal Data;
- 1.5. “**US State Privacy Legislation**” mean all state laws relating to the protection and Processing of Personal Data in effect in the United States of America, which may include, without limitation, the California Consumer Privacy Act, as amended by the California Privacy Rights Act, the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, and the Utah Consumer Privacy Act.

### **2. SCOPE AND ROLES.**

2.1. Both Parties will comply with their respective obligations under the Applicable Data Protection Legislation as relevant to the Agreement (and where an Affiliate of a Party Processes Customer Personal Data as relevant to the Agreement, such Party shall procure that its Affiliate complies with the Applicable Data Protection Legislation). This Data Processing Addendum is in addition to, and does not relieve, remove or replace, a Party's obligations under the Applicable Data Protection Legislation.

2.2. The Parties acknowledge that:

- 2.2.1. the provisions of this Data Processing Addendum shall apply where AVEVA Processes or is determined by any court or governmental authority with responsibility for data protection to Process any Customer Personal Data on behalf of the Customer.
- 2.2.2. for the purposes of any Applicable Data Protection Legislation which apply or recognise the concepts of Controller or Processor, the Customer may act as a Controller or Processor and AVEVA is a Processor in respect of the Customer Personal Data.
- 2.2.3. For the purposes of US State Privacy Legislation, AVEVA is a service provider when Processing Customer Personal Data. AVEVA will Process any Customer Personal Data only for the business purposes set forth in the Agreement. As a service provider, AVEVA will not sell or share Customer Personal Data or retain, use, or disclose Customer Personal Data (i) for any purpose other than the abovementioned purposes, including retaining, using, or disclosing Customer Personal Data for a commercial purpose other than the abovementioned purposes, or as otherwise permitted by US State Privacy Legislation; or (ii) outside of the direct business relationship between Customer and AVEVA. AVEVA acknowledges and confirms that it does not receive Customer Personal Data as consideration for any Products, Professional Services and Support Services provided to Customer.

2.3. Details of Processing carried out by AVEVA:

Scope	Processing of the Customer Personal Data pursuant to provision of the Products, Professional Services and Support Services.
-------	---

Nature of Processing	Transfer, compute, storage, hosting and such other processing activities that are required to provide and support the Products, Professional Services and Support Services and as otherwise set out in the Agreement or specified by the Customer.
Purpose of Processing	The performance of the Agreement between AVEVA and Customer.
Duration of the Processing	The Term of the Agreement, or as required to make relevant Customer Personal Data available to Customer, or such other period as required by applicable law including Applicable Data Protection Legislation, whichever is longer.
Retention Period	As necessary for performance of obligations under the Agreement or as required by applicable law including Applicable Data Protection Legislation, whichever is longer.
Types of Personal Data	Customer Personal Data (as defined above) which may include but not be limited to name, work contact information (email address, phone number), job title, and location (e.g. IP address and MAC address).
Categories of Data Subjects	Individuals whose Personal Data has been provided by the Customer or on behalf of the Customer to AVEVA.

2.4. Without prejudice to the generality of Section 2.1, the Customer shall ensure that it (or its Affiliate) has a legal basis for Processing, including having obtained all necessary and appropriate consents and provided all notices to the relevant individuals, to enable the lawful transfer of the Customer Personal Data to AVEVA for the duration and purposes of the Agreement.

2.5. The Parties agree that this Data Processing Addendum and the Agreement constitute the Customer's documented instructions for AVEVA to undertake the Processing of Customer Personal

Data detailed in this Data Processing Addendum and the Agreement. AVEVA shall process the Customer Personal Data only on the written instructions of the Customer (as detailed in Section 2.4 above and the Agreement) unless AVEVA is otherwise required by applicable laws including Applicable Data Protection Legislation (in which case such Processing shall be carried out upon notice to Customer, where permitted by applicable law).

### **3. CONFIDENTIALITY AND SECURITY.**

3.1. AVEVA shall not publish, disclose or divulge any Customer Personal Data to any third party (save for Sub-processors appointed pursuant to Section 5 herein) without the Customer's prior written consent (such approval not to be unreasonably withheld or delayed), unless disclosure is required by Applicable Data Protection Legislation or by any court or other authority of competent jurisdiction, provided that and to the extent lawfully permitted before making such communication AVEVA provides notice to the Customer and such communication must not reference the Customer (unless legally required to do so).

3.2. AVEVA shall ensure that all personnel who have access to and/or Process Customer Personal Data are obliged to keep the Customer Personal Data confidential.

3.3. AVEVA shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate and proportionate to the harm that might result from the same, having regard to the state of technological development and the cost of implementing any measures which shall include AVEVA's Technical and Organisational Measures.

### **4. AVEVA OBLIGATIONS**

4.1. AVEVA shall, in relation to any Customer Personal Data Processed in connection with the performance by AVEVA of its obligations under the Agreement:

4.1.1. Process Customer Personal Data only to the extent necessary to provide the Products, Professional Services and Support Services;

4.1.2. taking into account the nature of the Processing and the information available to AVEVA, reasonably assist the Customer, at the Customer's cost, in responding to any compliant request from a Data Subject under

Applicable Data Protection Legislation and in reasonably assisting its compliance with its obligations under the Applicable Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with or requests by supervisory authorities or regulators, as applicable;

- 4.1.3. notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- 4.1.4. on termination of the Agreement, delete or return Customer Personal Data and copies thereof to the Customer unless required by applicable law including Applicable Data Protection Legislation to continue to store the Customer Personal Data (in which case AVEVA shall retain the same as required by applicable law and its confidentiality obligation under the Agreement) for the Retention Period; and
- 4.1.5. make reasonably available to the Customer on reasonable notice all information necessary to demonstrate AVEVA's compliance with its obligations under this Section 4 and subject to AVEVA's reasonable security procedures, business and operational requirements and AVEVA's confidentiality obligations, allow for audits, including inspections, conducted by the Customer its supervisory authority or regulator, at Customer's own cost and expense, upon Customer giving AVEVA prior written notice of no less than thirty (30) days of its intent to conduct such audit or inspection. For the avoidance of doubt, such audit and inspection shall only be for the purposes of determining AVEVA's compliance with its obligations under this Data Processing Addendum.

## 5. **SUB-PROCESSORS**

5.1. The Customer agrees that AVEVA may appoint

third-party sub-processors of Customer Personal Data under the Agreement ("**Sub-processors**"), provided that:

5.1.1. (i) The Customer has provided its prior written consent for appointment of such Sub-processor; or (ii) Sub-processor is an Affiliate of AVEVA or identified AVEVA's list of Sub-processors as specified at

<https://www.aveva.com/en/legal/trust/data-processing/>

or otherwise notified by AVEVA to the Customer and as updated by AVEVA from time to time and notified to the Customer;

5.1.2. The Customer may reasonably object in writing to use of a Sub-processor, and shall describe its reasons for the objection, and may request reasonable corrective steps to be taken;

5.1.3. If the Customer reasonably objects to the use of a Sub-processor, the Customer shall set out for AVEVA its reasons for the objection and the Parties shall use reasonable commercial efforts to address the objection. If AVEVA is unable to reasonably address the objection, AVEVA may cease to provide, or the Customer may agree not to use (temporarily or permanently), the particular aspect of the Service or Product that would involve the use of the Sub-processor for the Processing of Customer Personal Data. Termination rights, as applicable and agreed in the Agreement, shall apply accordingly; and

5.1.4. AVEVA has entered into, or (as the case may be) will enter into with the Sub-processor a written agreement incorporating terms which are substantially similar to those set out in this Data Processing Addendum. AVEVA acknowledges and agrees that it remains liable to the Customer for any breach of the terms of this Data Processing Addendum by any Sub-processor.