

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. Capitalised terms used but not defined in this Data Processing Addendum shall have the same meanings ascribed to them in the AVEVA General Terms and Conditions.

1. The provisions of this Addendum shall apply if and only if AVEVA is determined by any court or by any government authority with responsibility for data privacy in the UK, the EEA or Switzerland, or an equivalent finding is made by a competent court or authority elsewhere, to be a Processor in respect of any Processing of Customer Personal Data on behalf of the Customer. 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. “**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.

1.2. “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

1.3. “**Sub-processor**” means any third party engaged by AVEVA (including any AVEVA Affiliate) to process Customer Personal Data.

2. SCOPE AND ROLES.

2.1. Both Parties will comply with their respective obligations under the Applicable Data Protection Legislation as relevant to this Agreement (and where an Affiliate of a Party is the Data Controller or Processor, 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 for the purposes of the Applicable Data Protection Legislation, the Customer is the Controller and AVEVA is the Processor in respect of the Customer Personal Data.

2.3. The Customer shall not require AVEVA to undertake or engage in any Processing activity regarding any Customer Personal Data that would result in AVEVA being deemed a Data Controller.

2.4. 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 this 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	The 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	The Customer, its customers, employees, contractors, suppliers, related third parties and other Users.

technological development and the cost of implementing any measures which shall include the measures set out in Annex II of Schedule 1 of this Data Processing Addendum.

2.5. 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 all necessary and appropriate consents and notices, to enable the lawful transfer of the Personal Data to AVEVA for the duration and purposes of this Agreement.

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

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 this Agreement:

4.1.1. 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 supervisory authorities or regulators, as applicable;

4.1.2. notify the Customer without undue delay on becoming aware of a Personal Data Breach;

4.1.3. 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 this Agreement) for the Retention Period; and

4.1.4. 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

5. **SUB-PROCESSORS**

5.1. The Customer agrees that AVEVA may appoint third-party sub-processors of Customer Personal Data under this 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/>

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

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

5.1.3. If the Customer objects to the use of a Sub-processor, the Customer shall set out for AVEVA its reason 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 the Sub-processor for the processing of Customer Personal Data. Termination rights, as applicable and agreed in this 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.