DATA PROCESSING AGREEMENT FOR SAP SERVICES ("DPA")

1. DEFINITIONS

1.1. "**Audit Reports and Certifications**" mean documents available under: https://www.sap.com/about/trust-center/certification-compliance/compliance-finder.html or any subsequent website notified to Customer.

1.2. "**Cloud Service**" means any distinct, subscription-based, hosted, supported and operated on-demand solution as defined in the Agreement.

1.3. "**Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.

1.4. "**Data Protection Law**" means the applicable legislation protecting the fundamental rights and freedoms of natural persons and their right to privacy with regard to the processing of Personal Data under the Agreement.

1.5. "**Data Subject**" means an identified or identifiable natural person as defined by Data Protection Law.

1.6. "**EEA**" means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.

1.7. "**GDPR**" means the General Data Protection Regulation 2016/679.

1.8. "**List of Subprocessors**" means a compilation of the name, address and role of each Subprocessor SAP uses to provide SAP Services which is in general published under: https://support.sap.com/en/my-support/trust-center/subprocessors.html or any subsequent website notified to Customer.

1.9. "**My Trust Center**" means information available on the SAP support portal (see: https://support.sap.com/en/my-support/trust-center.html) or the SAP agreements website (see: https://www.sap.com/about/trust-center/agreements.html) or any subsequent website(s) made available by SAP to Customer.

1.10. "**New SCC Relevant Transfer**" means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or applicable Data Protection Law can be met by entering into the New Standard Contractual Clauses.

1.11. "**New Standard Contractual Clauses**" means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof as adopted by SAP. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8.3.

1.12. "**Personal Data**" means any information relating to a Data Subject. For the purposes of the DPA, it includes only personal data which is:

a) processed by SAP as part of the Cloud Service; or

b) supplied to or accessed by SAP or its Subprocessors in order to provide support under the applicable Agreement or in connection with SAP Services.

1.13. "**Personal Data Breach**" means cases of a confirmed:

a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or

b) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.

1.14. "**Processor**" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.

1.15. "**SAP Support**" means support services as defined in the applicable Agreement.

1.16. "**Schedule**" means the numbered Appendix with respect to the Standard Contractual Clauses (2010) and the numbered Annex with respect to the New Standard Contractual Clauses.

1.17. "**Services**" means implementation services, consulting services and/or other related services as defined in the Agreement and may also be referred to in the Agreement as "**Consulting Services**" or "**Professional Services**".

1.18. "**Standard Contractual Clauses (2010)**" means the Standard Contractual Clauses (processors) published by the European Commission, reference 2010/87/EU.

1.19. "**Subprocessor**" or **"sub-processor"** means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with the SAP Services which process Personal Data in accordance with this DPA.

1.20. "**Technical and Organizational Measures**" means the technical and organizational measures for the relevant SAP Service published on the My Trust Center (see: https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Technical%20Organizational%20Measures).

1.21. "**Third Country**" means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.

2. BACKGROUND

2.1. Application

2.1.1. This document ("**DPA**") is incorporated into and forms part of an Agreement between SAP and Customer about SAP Services. For the purpose of this DPA, SAP Services are defined as Cloud Service, Services or SAP Support in the Agreement and are subject to its terms.

2.1.2. This DPA sets forth the terms and conditions related to the processing of Personal Data by SAP and its Subprocessors in connection with delivering SAP Services.

2.1.3. This DPA does not apply to non-production environments of the SAP Services made available by SAP. Customer shall not store Personal Data in such environments.

2.2. Structure

Schedules 1 and 2 are incorporated into this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects and the applicable technical and organizational measures.

2.3. Governance

2.3.1. SAP acts as a Processor and Customer and those entities that Customer permits to use the SAP Services act as Controllers under the DPA.

2.3.2. Customer acts as a single point of contact and shall obtain any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the SAP Services or furnish Personal Data. Customer shall forward such information and notices to the relevant Controllers.

3. SECURITY OF PROCESSING

3.1. Applicability of the Technical and Organizational Measures

SAP has implemented and will apply the Technical and Organizational Measures. Customer has reviewed the appropriateness of such measures before it executes an Agreement that incorporates this DPA.

3.2. Changes

3.2.1. SAP applies the Technical and Organizational Measures to SAP's entire customer base hosted out of the same data center or receiving the same SAP Services. SAP will review the Technical and Organizational Measures as necessary and may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

3.2.2. SAP will publish updated versions of the Technical and Organizational Measures on My Trust Center and where available Customer may subscribe to receive e-mail notification of such updated versions.

4. OBLIGATIONS

4.1. Instructions from Customer

SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented instructions. SAP will use reasonable efforts to follow any additional reasonable Customer instructions, as long as technically feasible. If SAP will not comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (e-mail permitted).

4.2. Processing on Legal Requirement

SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

4.3. Personnel

To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

4.4. Cooperation

4.4.1. At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach. If SAP receives a request from a Data Subject in relation to the Personal Data processing hereunder, SAP will promptly notify Customer (where the Data Subject has provided information to identify the Customer) via e-mail and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

4.4.2. In the event of a dispute with a Data Subject as it relates to SAP's processing of Personal Data under this DPA, the Parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject.

4.4.3. SAP shall provide functionality for production systems that supports Customer's ability to correct, delete or anonymize Personal Data from a Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, SAP will correct, delete or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

4.5. Personal Data Breach Notification

SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

4.6. Data Protection Impact Assessment

If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such

documents as are generally available for the SAP Services (for example, this DPA, the Agreement, Audit Reports and Certifications). Any additional assistance shall be mutually agreed between the Parties.

5. DATA EXPORT AND DELETION

5.1. Export and Retrieval

If and to the extent SAP hosts Personal Data in a Cloud Service, during the Subscription Term of such Cloud Service and subject to the Agreement, Customer can access its Personal Data at any time. Customer may use SAP's self-service export tools and retrieve its Personal Data in a structured, commonly used and machine-readable format.

5.2. Deletion

5.2.1. Before the Subscription Term of the Cloud Service expires, Customer shall perform one final data export which constitutes a final return of Personal Data from the Cloud Service.

5.2.2. At the end of the Agreement, Customer hereby instructs SAP to delete the Personal Data remaining with SAP (if any) within a reasonable time period in line with Data Protection Law (not to exceed 6 months), unless applicable law requires retention.

6. CERTIFICATIONS AND AUDITS

6.1. SAP Resources

SAP provides Audit Reports and Certifications free of charge, online or upon request. Additional verifications that require SAP resources are limited and subject to the following Sections.

6.2. Limitations

6.2.1. Customer or its independent third party auditor (reasonably acceptable to SAP excluding any third party auditor who is either a competitor of SAP or not suitably qualified) may be permitted to conduct an audit under Sections 6.3 and 6.4. Customer shall provide at least 60 days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice.

6.2.2. The frequency (not to exceed once every 12 months), timeframe and scope of any audit shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited to remote audits where possible. Customer shall provide the results of any audit to SAP. Customer shall bear the costs of any Customer initiated audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

6.3. Cloud Services Customer Audit

6.3.1. Customer may audit SAP's control environment and IT security practices relevant to Personal Data processed by SAP, that require SAP resources equivalent to a maximum of 3 business days if:

a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures through providing a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate), such as a valid SSAE18/ISAE3402 and/or ISAE3000 (e.g. SOC2 or C5) or an equally accepted regional or local certification or attestation; or

b) a Personal Data Breach has occurred; or

c) an audit is formally requested by Customer's data protection authority or provided under mandatory Data Protection Law.

6.4. SAP Support and Services Customer Audit

Customer may audit SAP's service and support delivery centers and IT security practices relevant to Personal Data processed by SAP that require SAP resources equivalent to a maximum of 1 business day if:

a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures through providing a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or

b) a Personal Data Breach has occurred; or

c) an audit is formally requested by Customer's data protection authority or provided under mandatory Data Protection Law.

6.5. Other Controller Audit

Any other Controller may assume Customer's rights under this Section 6 only if it applies directly to the Controller and such audit is permitted and coordinated by Customer. Customer shall use all reasonable means to combine audits of multiple other Controllers to avoid multiple audits.

7. SUBPROCESSORS

7.1. Permitted Use

SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of the Agreement;

b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to its selection in order to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and

c) SAP provides to Customer the List of Subprocessors by publishing it on My Trust Center or by making it available to Customer in writing (email permitted) upon Customer's written request.

7.2. New Subprocessors

SAP's use of Subprocessors is at its discretion, provided that:

a) SAP will inform Customer in advance (by email or posting on My Trust Center) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor. Customer agrees to register on the My Trust Center and subscribe to its applicable and available List of Subprocessors. If Customer does not object, Customer is deemed to have accepted the new Subprocessor.

b) Customer may object to a new Subprocessor by notifying SAP in writing within 5 business days of SAP's information for Services and in case of SAP Support and Cloud Services within 30 calendar days and explaining the reasonable ground(s) for its objection.

c) If Customer objects SAP may choose: (i) not to use the Subprocessor; or (ii) to take reasonable measures to remedy Customer’s grounds for its objection and use the Subprocessor or (iii) if this is not possible, use the Subprocessor. If Customer continues to have a legitimate objection, Customer may only terminate the affected SAP Service using the new Subprocessor, however termination of SAP Support shall also comply with the termination provision of the respective SAP Support agreement. Such termination shall take effect at the time determined by the Customer in its written termination notice provided Customer accepts the use of the proposed Subprocessor during the remainder of the Agreement until the effective termination date.

d) If Customer objects but neither of the options under 7.2.(c) (i) or (ii) are pursued and SAP has not received any notice of termination, Customer is deemed to have accepted the new Subprocessor.

e) Any termination under this Section shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

7.3. Emergency Replacement

SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 7.2 applies accordingly.

8. INTERNATIONAL PROCESSING

8.1. Conditions for International Processing

SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

8.2. Applicability of the Standard Contractual Clauses (2010)

8.2.1. Where for the period up to and including 26 September 2021, Personal Data of a Controller that is subject to GDPR is processed in a Third Country, or where Personal Data of a Swiss or United Kingdom based Controller or another Controller is processed in a Third Country and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into the Standard Contractual Clauses (2010), then:

a) if applicable, SAP and Customer enter into the Standard Contractual Clauses (2010);

b) Customer joins the Standard Contractual Clauses (2010) entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations; or

c) other Controllers whose use of the SAP Services have been authorized by Customer under the applicable Agreement may also enter into Standard Contractual Clauses (2010) with SAP or the relevant Subprocessors in the same manner as Customer in accordance with Sections 8.2.1 (a) and (b) above.

8.2.2. The Standard Contractual Clauses (2010) shall be governed by the law of the country in which the relevant Controller is established.

8.2.3. Where applicable Data Protection Law adopts the New Standard Contractual Clauses as meeting any required adequacy means as an alternative or update to the Standard Contractual Clauses (2010) then the New Standard Contractual Clauses shall apply in accordance with Section 8.3.

8.3. Applicability of New Standard Contractual Clauses

8.3.1. The following shall apply with effect from 27 September 2021 and shall solely apply in respect of New SCC Relevant Transfers:

8.3.1.1. Where SAP is not located in a Third Country and acts as a data exporter, SAP (or SAP SE on its behalf) has entered into the New Standard Contractual Clauses with each Subprocessor as the data importer. Module 3 (Processor to Processor) of the New Standard Contractual Clauses shall apply to such New SCC Relevant Transfers.

8.3.1.2. Where SAP is located in a Third Country:

SAP and Customer hereby enter into the New Standard Contractual Clauses with Customer as the data exporter and SAP as the data importer which shall apply as follows:

a) Module 2 (Controller to Processor) shall apply where Customer is a Controller; and

b) Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer act as Processor under Module 3 (Processor to Processor) of the New Standard Contractual Clauses, SAP acknowledges that Customer acts as Processor under the instructions of its Controller(s).

Other Controllers or Processors whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into the New Standard Contractual Clauses with SAP in the same manner as Customer in accordance with Section (b) above. In such case, Customer enters into the New Standard Contractual Clauses on behalf of the other Controllers or Processors.

8.3.2. With respect to a New SCC Relevant Transfer, on request from a Data Subject to the Customer, Customer may make a copy of Module 2 or 3 of the New Standard Contractual Clauses entered into between Customer and SAP (including the relevant Schedules), available to Data Subjects.

8.3.3. The governing law of the New Standard Contractual Clauses shall be the law of Germany.

8.4. Relation of the Standard Contractual Clauses to the Agreement

Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses (2010) or the New Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the Standard Contractual Clauses (2010) and the New Standard Contractual Clauses.

8.5. Third Party Beneficiary Right under the New Standard Contractual Clauses

8.5.1. Where Customer is located in a Third Country and acting as a data importer under Module 2 or Module 3 of the New Standard Contractual Clauses and SAP is acting as Customer's sub-processor under the applicable Module, the respective data exporter shall have the following third party beneficiary right:

8.5.2. In the event that Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without as successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected SAP Service solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs SAP to erase or return the Personal Data.

9. DOCUMENTATION; RECORDS OF PROCESSING

Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements. Customer shall provide and maintain information on all Controllers (e.g. legal name and address) using the SAP Services in electronic format (e.g. in the Order Form) as reasonably requested by SAP, in order to enable SAP to comply with any obligations relating to maintaining records of processing.

Schedule 1 Description of the Processing

This Schedule 1 applies to describe the Processing of Personal Data for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

1. A. LIST OF PARTIES

1.1. Under the Standard Contractual Clauses (2010)

1.1.1. Data Exporter

The data exporter is the Customer who has concluded the Agreement with SAP for the provision of SAP Services as further described under the relevant Agreement. The data exporter allows other Controllers to also use the SAP Service, these other Controllers are also data exporters.

1.1.2. Data Importer

1.1.2.1. In respect of Cloud Services

SAP and its Subprocessors that provide and support the Cloud Service are data importers under the Standard Contractual Clauses (2010).

1.1.2.2. In respect of other SAP Services

SAP and its Subprocessors provide the SAP Service as defined under the relevant Agreement concluded by the data exporter that includes Standard Contractual Clauses (2010) are data importers.

1.2. Under the New Standard Contractual Clauses

1.2.1. Module 2: Transfer Controller to Processor

Where SAP is located in a Third Country, Customer is the Controller and SAP is the Processor, then Customer is the data exporter and SAP is the data importer.

1.2.2. Module 3: Transfer Processor to Processor

Where SAP is located in a Third Country, Customer is a Processor and SAP is a Processor, then Customer is the data exporter and SAP is the data importer.

2. B. DESCRIPTION OF TRANSFER

2.1. Data Subjects

Unless provided otherwise by the data exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, Business Partners or other individuals having Personal Data stored, transmitted to, made available to, accessed or otherwise processed by the data importer.

2.2. Data Categories

The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data and/or data fields which could be transferred per SAP Service as stated in the relevant Agreement. For Cloud Services, Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data transferred or entered into the SAP Service by Authorized Users and may include financial data such as bank account data, credit or debit card data.

2.3. Special Data Categories (if agreed)

2.3.1. The transferred Personal Data may comprise special categories of personal data set out in the Agreement ("**Sensitive Data**"). SAP has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security appropriate to protect also Sensitive Data.

2.3.2. The transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):

a) training of personnel;

b) encryption of data in transit and at rest ;

c) system access logging and general data access logging.

2.3.3. In addition, the Cloud Services provide measures for handling of Sensitive Data as described in the Documentation.

2.4. Purposes of the data transfer and further processing; Nature of the processing

2.4.1. For Cloud Services

2.4.1.1. The transferred Personal Data is subject to the following basic processing activities:

a) use of Personal Data to set up, operate, monitor and provide the Cloud Service (including operational and technical Support);

b) continuous improvement of service features and functionalities provided as part of the Cloud Service including automation, transaction processing and machine learning;

c) provision of Consulting Services;

d) communication to Authorized Users;

e) storage of Personal Data in dedicated Data Centers (multi-tenant architecture);

f) release, development and upload of any fixes or upgrades to the Cloud Service;

g) back up and restoration of Personal Data stored in the Cloud Service;

h) computer processing of Personal Data, including data transmission, data retrieval, data access;

i) network access to allow Personal Data transfer;

j) monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database;

k) security monitoring, network-based intrusion detection support, penetration testing; and

l) execution of instructions of Customer in accordance with the Agreement.

2.4.1.2. The purpose of the transfer is to provide and support the Cloud Service. SAP and its Subprocessors may support the Cloud Service data centers remotely. SAP and its Subprocessors provide support when a Customer submits a support ticket as further set out in the Agreement.

2.4.2. For other SAP Services

The transferred Personal Data is subject to the basic processing activities as set out in the Agreement which may include:

a) accessing systems containing Personal Data in order to provide SAP Support and Services;

b) use of Personal Data to provide the SAP Service;

c) continuous improvement of service features and functionalities provided as part of the SAP Service including automation, transaction processing and machine learning;

d) storage of Personal Data;

e) computer processing of Personal Data for data transmission;

f) execution of instructions of Customer in accordance with the Agreement;

2.4.3. For SAP Support: SAP or its Subprocessors provide support when a Customer submits a support ticket because the Software is not available or not working as expected. They answer phone calls and perform basic troubleshooting, and handle support tickets in a tracking system.

2.4.4. For Services: SAP or its Subprocessors provide Services subject to the Order Form Services and the applicable Scope Document.

2.5. The purpose of the transfer is to provide and support the relevant SAP Service. SAP and its Subprocessors may provide or support the SAP Service remotely.

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

Personal Data will be transferred on an ongoing basis for the duration of the Agreement.

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

Personal Data will be retained by SAP as set out in Section 5 above.

2.8. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

SAP will transfer Personal Data to Subprocessors as stated in the applicable List of Subprocessors for the duration of the Agreement.

3. C. COMPETENT SUPERVISORY AUTHORITY

3.1. In respect of the New Standard Contractual Clauses:

3.1.1. Module 2: Transfer Controller to Processor

3.1.2. Module 3: Transfer Processor to Processor

3.2. Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the New Standard Contractual Clauses.

Schedule 2 Technical and Organizational Measures

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

SAP will apply and maintain the Technical and Organizational Measures.

To the extent that the provisioning of the Cloud Service comprises New SCC Relevant Transfers, the Technical and Organizational Measures set out in Schedule 2 describe the measures and safeguards which have been taken to fully take into consideration the nature of the personal data and the risks involved. If local laws may affect the compliance with the clauses, this may trigger the application of additional safeguards applied during transmission and to the processing of the personal data in the country of destination (if applicable: encryption of data in transit, encryption of data at rest, anonymization, pseudonymization).