SAP PARTNEREDGE BUILD
PARTNER SUPPLEMENT
TO
DATA PROCESSING AGREEMENT FOR
SAP SUPPORT AND PROFESSIONAL SERVICES
("Partner Supplement")

1. DATA PROCESSING AGREEMENT

Partner has had the opportunity to review the Personal Data Processing Agreement for SAP Support and Professional Services and the incorporated documents, including this document ("**DPA**") prior to agreeing to this Partner Supplement. SAP recommends that Partner prints copies of the DPA for Partner's records. Upon written request by Partner, SAP will send copies of these documents to Partner.

2. GENERAL

The DPA shall apply subject to the following provisions:

Partner and SAP have entered into the Agreement where SAP grants Partner the right to provide support services to its own direct or indirect customers ("**End Customers**").

In accordance with the Agreement, SAP will provide certain support services to Partner and – on behalf of Partner – to End Customers, which may include the processing of, and/or access to, Personal Data controlled by End Customers.

Any such processing of Personal Data requires the prior entry into a data processing agreement between all parties of the data processing chain: i.e. (i) this Data Processing Agreement between Partner and SAP, (ii) a data processing agreement between Partner and its End Customer or if applicable, reseller or distributor, and (iii), if applicable, a data processing agreement between Partner's reseller or distributor and the ultimate End Customer.

The DPA includes the general principles of data processing in connection with support services provided by SAP. The terms of the DPA were initially intended to apply only between SAP and its direct customers, however, now the DPA will also serve as the basis for the data protection obligations of the parties in this sub-processing situation. The DPA is adjusted and clarified as further stated in Section 3 below, in order to reflect that the Partner is not the data controller of the End Customer data.

3. END USER DPA

Partner shall enter into data processing agreements with End Customers ("End-User DPA") which allow Partner to use SAP as a sub-processor of Personal Data as follows.

3.1. To the extent Personal Data controlled by End Customers established within or outside of the EEA is processed by SAP and its Subprocessors within the territory of the EEA, Partner shall pass on the terms of the DPA back-to-back to its End Customers and, if applicable, shall contractually require anyone it authorizes to resell a subscription to the Relevant Services to pass on such terms back to back to their End Customers.

3.2. **For international processing**. If Personal Data controlled by End Customers established within the EEA is processed by SAP and its Subprocessors outside of the EEA, Partner shall ensure that:

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

a) Partner and SAP enter into the Standard Contractual Clauses (2010);

b) End Customer may join the Standard Contractual Clauses (2010) entered into by SAP or SAP SE and Partner as an independent owner of rights and obligations; and/or

c) Partner joins, and End Customer may join, the Standard Contractual Clauses (2010) entered into by SAP or SAP SE and its Subprocessors as an independent owner of rights and obligations.

d) The Standard Contractual Clauses (2010) shall be governed by the law of the country in which the End Customer is established.

e) If requested by SAP, Partner will deliver to SAP a report ("EEA Report") which will provide detail of (1) the names and associated addresses of each End Customer that are authorized to access support services during the covered period,

and (2) the name of the associated Software licensed. Partner will submit this report electronically including via a reporting tool, if any, made available by SAP to Partner.

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

a) Where Partner acts as a data exporter and is not located in a Third Country, Partner enters into the New Standard Contractual Clauses with SAP as the data importer. Module 3 (Processor to Processor) of the New Standard Contractual Clauses applies to such New SCC Relevant Transfers.

b) Where SAP acts as a data exporter and is not located in a Third Country, SAP undertakes to enter into Module 3 (Processor to Processor) of the New Standard Contractual Clauses with any Subprocessor located in a Third Country.

c) Where Partner is located in a Third Country:

i. Partner shall hereby enter into the New Standard Contractual Clauses with End Customer as the data exporter as follows:

- 1. Module 2 (Controller to Processor) will apply where End Customer is a Controller; and

- 2. Module 3 (Processor to Processor) will apply where End Customer is a Processor.

ii. In this case, SAP is acting as End Customer's subprocessor under Modules 2 and 3 of the New Standard Contractual Clauses. SAP acknowledges that End Customer has the following third party beneficiary right: in the event that the Partner has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Partner by contract or by operation of law), the respective End Customer shall have the right to terminate the affected support service solely to the extent that the End Customer's Personal Data is processed. In such event, the End Customer also instructs SAP to erase or return the Personal Data.

d) All of the terms of the DPA apply to the extent that Partner is using the respective Cloud Service.

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

3.2.3. **Third Party Beneficiary Right under the New Standard Contractual Clauses.** Where End 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 End Customer's subprocessor under the applicable Module, Partner shall ensure that the respective data exporter shall have the following third party beneficiary right: in the event that the End Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the End Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected Cloud 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.

3.2.4. 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 the End Customer 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.

3.3. Partner agrees to promptly notify SAP of any executed End-Customer-DPA and any subsequent terminations. Partner shall serve as a single point of contact for SAP and is solely responsible for the internal coordination, review and submission of instructions or requests of all End Customers to SAP. SAP shall be discharged of its obligation to inform or notify an End Customer when it has provided such information or notice to Partner.

3.4 Both Partner and End Customers may request audit reports or may audit SAP as further detailed in the DPA.

4. **DEFINITIONS AMENDMENT**

With regard to the DPA between SAP and partner the following changes apply:

The following definitions will be replaced:

"Customer" and "Licensee" by the definition "Partner".