

SUPPLEMENTARY ADDENDUM TO AWS GDPR DATA PROCESSING ADDENDUM

The purpose of this supplementary addendum (this “**Addendum**”) is to outline supplemental measures that AWS takes to protect Customer Data. This Addendum supplements, but does not modify, the AWS GDPR Data Processing Addendum available at https://d1.awsstatic.com/legal/aws-gdpr/AWS_GDPR_DPA.pdf, or other agreement between Customer and AWS governing the processing of Customer Data pursuant to the GDPR (the “**AWS GDPR DPA**”). Unless otherwise defined in this Addendum, all capitalised terms used in this Addendum will have the meanings given to them in the AWS GDPR DPA.

1. **Requests for Customer Data**

1.1 If AWS receives a valid and binding order (“**Request**”) from any governmental body (“**Requesting Party**”) for disclosure of Customer Data, AWS will use every reasonable effort to redirect the Requesting Party to request Customer Data directly from Customer.

1.2 If compelled to disclose Customer Data to a Requesting Party, AWS will:

- (a) promptly notify Customer of the Request to allow Customer to seek a protective order or other appropriate remedy, if AWS is legally permitted to do so. If AWS is prohibited from notifying Customer about the Request, AWS will use all reasonable and lawful efforts to obtain a waiver of prohibition, to allow AWS to communicate as much information to Customer as soon as possible; and
- (b) challenge any overbroad or inappropriate Request (including where such Request conflicts with the law of the European Union or applicable Member State law).

1.3 If, after exhausting the steps described in Section 1.2, AWS remains compelled to disclose Customer Data to a Requesting Party, AWS will disclose only the minimum amount of Customer Data necessary to satisfy the Request.

2. **Data Subject Rights.** Nothing in this Addendum restricts Customer’s data subjects from exercising their rights under the GDPR, including their rights to compensation from AWS for material or non-material damage under, and in accordance with, Article 82 of the GDPR.

3. **Warranty.** AWS agrees and warrants that it has no reason to believe that the legislation applicable to it, or its sub-processors, including in any country to which Customer Data is transferred either by itself or through a sub-processor, prevents it from fulfilling the instructions received from Customer and its obligations under this Addendum and the AWS GDPR DPA and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by this Addendum and the AWS GDPR DPA, AWS will promptly notify the change to Customer as soon as AWS is aware, in which case Customer is entitled to suspend the transfer of Customer Data and/or terminate the Agreement.

4. **Entire Agreement; Conflict.** Except as supplemented by this Addendum, the AWS GDPR DPA and the Agreement will remain in full force and effect. This Addendum, together with the AWS GDPR DPA and the Agreement: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement, and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. If there is a conflict between the AWS GDPR DPA and this Addendum, the terms of this Addendum will control.