

AWS PROFESSIONAL SERVICES SUPPLEMENTARY DATA PROCESSING ADDENDUM

This AWS Professional Services Supplementary Data Processing Addendum (this “**Addendum**”) supplements any addendum to the AWS Customer Agreement or other agreement governing Customer’s use of the Services (the “**Agreement**”) under which AWS Professional Services are provided to Customer (the “**Professional Services Order**”).

This Addendum is an agreement between the Amazon Web Services entity that executes the Professional Services Order, Amazon Web Services, Inc., in its role as data importer as may be applicable (collectively, “**AWS**”) and Customer.

This Addendum incorporates and supplements the terms of the AWS Data Processing Addendum available at <https://d1.awsstatic.com/legal/aws-dpa/aws-dpa.pdf>, as updated from time to time between Customer and AWS, or other agreement between Customer and AWS governing the processing of Customer Data (the “**AWS DPA**”). Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum will have the meanings given to them in the AWS DPA.

As of the effective date of the Professional Services Order between AWS and Customer (the “**Addendum Effective Date**”), this Addendum applies to AWS’s processing of Customer Regulated Data, subject to the following:

1. **Applicability.** This Addendum applies only: (a) to the processing of Customer Regulated Data by AWS Professional Services Consultants to deliver AWS Professional Services under a Professional Services Order; and (b) where Applicable Data Protection Laws apply to AWS’s processing of Customer Regulated Data.
2. **Status of the Addendum.** When this Addendum applies, it incorporates the terms of the AWS DPA, as supplemented by this Addendum.
3. **Customer Regulated Data.** For the purposes of this Addendum, all references to “Customer Data” in the AWS DPA will be interpreted as referencing “Customer Regulated Data”.
4. **Details of Data Processing.** AWS may use and access Customer Regulated Data to deliver AWS Professional Services as specified in the Professional Services Order. For the purposes of this Addendum, and in place of the “Details of Data Processing” set forth in the AWS DPA, the “Details of Data Processing” are as follows, subject to any further specification in the applicable Professional Services Order:
 - a. **Subject matter.** The subject matter of the data processing under this Addendum is Customer Regulated Data.
 - b. **Duration.** As between AWS and Customer, the duration of the data processing under this Addendum is the period during the term of the Professional Services Order.
 - c. **Purpose.** The purpose of the data processing under this Addendum is the provision of the AWS Professional Services as instructed by Customer in the Professional Services Order.
 - d. **Nature of the processing.** Provision of the AWS Professional Services to Customer, as instructed by Customer in the Professional Services Order.
 - e. **Type of Customer Regulated Data.** Customer Regulated Data that is uploaded to the Services under Customer’s AWS accounts, or provided by Customer to AWS to perform agreed AWS Professional Services under a Professional Services Order.

- f. **Categories of data subjects.** The data subjects could include Customer's customers, employees, suppliers and End Users.
- 5. **Customer Instructions.** For the purposes of this Addendum, the parties agree that Customer's Documented Instructions regarding AWS's processing of Customer Regulated Data includes the Professional Services Order and this Addendum.
- 6. **Security of Data Processing.**
 - a. In addition to maintaining for the AWS Network the measures specified in the AWS DPA, AWS has implemented and will maintain the technical and organizational measures to control access rights on a strictly need-to-know and least-privilege basis for AWS employees and contractors to the AWS Network or Customer Regulated Data as set out in Section 1.1 of the AWS Security Standards. Such measures could include, where possible: (i) limiting access to Customer Regulated Data by AWS personnel via Customer's equipment and network only; (ii) applying multi-factor authentication to any AWS equipment used by AWS personnel during the Professional Services Order and restricting any transmission of Customer Regulated Data to the AWS Network where the use of AWS equipment is needed; and (iii) removing all Customer Regulated Data stored on AWS personnel equipment by the completion of the relevant AWS Professional Services and/or in the event of the loss or theft of such equipment.
 - b. When Customer Regulated Data is processed by AWS, Customer will:
 - i. implement appropriate security measures to protect Customer Regulated Data, including: (x) where possible, pseudonymization and encryption; and (y) any additional security measures agreed between the parties;
 - ii. prohibit any unnecessary access by AWS to parts of Customer's network and Personal Data which are not relevant for the purposes of AWS providing AWS Professional Services to Customer under the Professional Services Order;
 - iii. (notify AWS of any physical or technical incident or other precondition that affects the security, integrity or availability of Customer Regulated Data; and
 - iv. where possible, only enable AWS Professional Services Consultants to access Customer Regulated Data via Customer's equipment and network.
- 7. **Professional Services Sub-processing.** Where AWS uses Sub-processors to perform specific processing activities over Customer Regulated Data for the purpose of delivering AWS Professional Services under a Professional Services Order, any appropriate terms around such use will be documented in the Professional Services Order. This section does not modify or replace provisions in the AWS DPA regarding AWS's use of other Sub-processors.
- 8. **AWS Assistance with Data Subject Requests.** When this Addendum applies, the parties agree that the following represents the scope and extent of AWS's assistance with Data Subject Requests made available to Customer: (a) Customer's use of the Service Controls, (b) AWS forwarding data subjects' requests to Customer as set out in the "AWS Assistance with Data Subject Requests" section of the AWS DPA, and (c) to the extent any Customer Regulated Data is not yet uploaded to Customer's AWS accounts, AWS returning the relevant Customer Regulated Data identified to Customer.
- 9. **Return or Deletion of Customer Regulated Data.** At termination of this Addendum, AWS, where

reasonably practicable, will return or destroy all Customer Regulated Data that AWS still maintains in any form (including any Customer Regulated Data that's not in Customer's AWS accounts) and retain no copies of such information. The parties acknowledge that it is not feasible for AWS to destroy or return Customer Regulated Data that is in Customer's AWS accounts upon termination of this Addendum because the self-service nature of the Services is such that Customer is responsible for retrieving or deleting Customer Regulated Data in Customer's AWS accounts by using the Service Controls.

- 10. Termination of the Professional Services Order.** This Addendum does not regulate termination of the Agreement. For the purposes of this Addendum, any references in the AWS DPA to a right or option for Customer to terminate the Agreement under certain circumstances outlined in the DPA will be interpreted as referring to termination of the Professional Services Order(s) under which AWS is processing Customer Regulated Data, as applicable.

- 11. Definitions.** The following capitalized terms used in this Addendum have the meaning given to them below:

"Applicable Data Protection Law" means all laws and regulations applicable to and binding on the processing of Customer Regulated Data by a party, including, as applicable, the GDPR and the UK Data Protection Act 2018.

"Authorized Sub-processor" means a Sub-processor that is authorized by Customer to perform specific processing activities over Customer Regulated Data for the purpose of delivering AWS Professional Services under the Professional Services Order.

"AWS Professional Services Consultant" means an AWS employee, or an employee of an Authorized Sub-processor, providing AWS Professional Services pursuant to the Professional Services Order.

"Customer Regulated Data" means, as applicable, any Personal Data that Customer instructs AWS to process on behalf of Customer under the Professional Services Order, and that is: (a) uploaded to the Services under Customer's AWS accounts; or (b) otherwise provided to AWS by Customer for the purposes of AWS providing AWS Professional Services to Customer.

"Personal Data" means personal data, personal information, personally identifiable information or other equivalent term (each as defined in Applicable Data Protection Law).

- 12. Violation of Law.** If Customer's written instructions (including the Documented Instructions) violate Applicable Data Protection Law, then Customer will defend AWS, its Affiliates, and their respective employees, officers, and directors against any third-party claim that may arise from such violation (a **"Violation of Law Claim"**). Customer will pay the amount of any adverse final judgment or settlement as a result of a Violation of Law Claim. Customer will have no obligations or liability under this Section 12 for any third-party claim concerning the violation of law by AWS's provision of AWS Professional Services in breach of the Agreement. This Section 12 provides the exclusive remedy under the Agreement for any third-party claim arising from a Violation of Law Claim. The obligations under this Section 12 will apply only if AWS (a) gives Customer prompt Notice of the claim; and (b) reasonably cooperates with Customer (at Customer's expense) in the defense and settlement of the claim. Customer will not agree to any settlement of any such claim that involves any commitment of AWS, other than the payment of money, without the written consent of AWS.

- 13. Expiry.** The term of this Addendum will commence on the Addendum Effective Date and will remain in effect until the termination or expiry of the Professional Services Order, except that

Section 12 of this Addendum will continue to apply in accordance with its terms.

- 14. Entire Agreement; Conflict.** Except as supplemented by this Addendum, the Agreement (including the AWS DPA) and the Professional Services Order will remain in full force and effect. This Addendum, together with the Agreement and the Professional Services Order: (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, except that this Addendum will not supersede any AWS Professional Services Addendum to the AWS DPA that is effective and in place with between Customer and AWS prior to the Addendum Effective Date. If there is a conflict between this Addendum and the Professional Services Order and the Professional Services Order explicitly states that it intends to modify the conflicting terms, the Professional Services Order will prevail. If there is a conflict between the AWS DPA and this Addendum, the terms of this Addendum will control. If there is a conflict between the Agreement and this Addendum, this Addendum will control, except that the Service Terms will control over this Addendum. This Addendum incorporates the Standard Contractual Clauses by reference. Nothing in this document varies or modifies the Standard Contractual Clauses.