Parties

a)
   its own behalf; and

b)   the other party to   Customer

c) EEA Standard Contractual Clauses

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    i)   Standard Contractual Clauses
        Clauses and the UK Standard Contractual Clauses.

    j)   Sub-processor means any third party (including any OT Affiliate) appointed by or on behalf of OT as a sub-contractor to Process Personal Data on behalf of any Customer or Customer Affiliate in connection with the Principal Agreement.

    k)   Technical and Organisational Measu   means the technical and organisational measures set out at https://www.opentext.com/assets/documents/en-US/pdf/opentext-technical-and-organizational-measures-en.pdf (and also referred to as Appendix 3) which are incorporated into this DPA by reference, as may be amended, updated or replaced from time to time.

    l)   Transfer Mechanism   Contractual Clauses or any other appropriate safeguards under article 46 of the GDPR or equivalent under Swiss or UK Data Protection Law applicable to a relevant transfer of Personal Data that has the effect of permitting that transfer.

    m)   UK Data Protection Law
        Act 2018) and the UK Data Protection Act 2018.

    n)   UK Controller to Processor SCCs
        Addendum which is made up of the provisions set out at https://www.opentext.com/assets/documents/en-US/pdf/opentext-uk-international-data-transfer-addendum-en.pdf (and also referred to sometimes as Appendix 6) which are incorporated into this DPA by reference, as may be amended, updated or replaced from time to time, incorporating the EEA Controller to Processor SCCs.

    o)   UK Processor to Processor SCCs   he UK International Data Transfer Addendum which is made up of the provisions set out at https://www.opentext.com/assets/documents/en-US/pdf/opentext-uk-international-data-transfer-addendum-en.pdf (and also referred to sometimes as Appendix 6) which are incorporated into this DPA by reference, as may be amended, updated or replaced from time to time, incorporating the EEA Processor to Processor SCCs.

    p)   UK Standard Contractual Clauses
        UK Processor to Processor SCCs.

1.2.2   Controller   Data Subject   Personal Data   Personal Data Breach", Processing",   Processor
        Member State   Supervisory Authority   Union   data exporter   data importer   meaning set out in the applicable Standard Contractual Clauses.

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2.2.3 Where OT is required under applicable law to process Personal Data other than on documented instructions from the Customer, including with regard to transfers of Personal Data to a third country or an international organisation, OT shall use its reasonable endeavours to inform the Customer of that legal requirement before Processing, unless such information is prohibited by law on important grounds of public interest.

2.3 **Sub-processing.**

2.3.1 Customer provides OT a general authorization to engage Sub-processors. Sub-processors may include: (i) OT
their vendors); and/or (ii) any of the sub-contractors that OT engages in connection with the provision of certain Processing activities as at the date of this Agreement. The Parties agree that the sub-   -processors in relation to Clause 9(a) of the EEA Standard Contractual Clauses and for the UK Standard Contractual Clauses.

2.3.2 OT shall Inform the Customer at least 14 days before OT appoints a new or replacement Sub-processor to give the Customer opportunity to reasonably object to the changes. OT must receive the notice of objection in writing from the Customer within 14 days of OT informing it of the proposed changes. The Parties agree that the name of the new or replacement Sub-processor together with details of the processing activities it will carry out and the location of such activities is the information the Customer requires to exercise

Customer with a mechanism to obtain notice of that update), by email or in other written form. The p534.67 Tm6(r)8(m)-167 Tm6(13-18(m)5 Tm0 .1)t53@0446m0 G[m)8(u)6(h)6(a)9(m)-13(-5(I)6

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2.3.5   OT confirms that it has entered or (as the case may be) will enter into a written agreement with its third-party company Sub-processors incorporating terms which are substantially similar to those set out in this DPA.

2.3.6   As between the Customer and OT, OT shall remain fully liable for all acts or omissions of any Sub-processor appointed by it pursuant to this Section 2.3 (unless the Sub-processor acted in accordance with instructions directly or indirectly received from Customer).

2.4   **Data   Right to Information**.
responsibility to inform the Data Subject(s) concerned of the purposes and the legal basis for which their Personal Data will be processed at the time the Personal Data is collected.

2.5

2.5.1   Taking into account the nature of the Processing, OT shall assist the Customer insofar as

Protection Legislation to respond to requests for exercising the Data Subject's rights of: access, rectification, erasure and objection, restriction of processing, data portability, not to be subject to a decision based solely on automated processing.

2.5.2   Where the Data Subjects submit requests to OT to exercise their rights, OT shall forward these requests by email to a Customer email address on file with OT. If Customer wishes for OT to forward Data Subject requests to a specific email address, it shall notify OT of such address. OT shall not respond to a Data Subject request unless and to the extent instructed by Customer to do so.

2.6   **Notification of Personal Data Breach.**

2.6.1   OT shall notify the Customer of a Personal Data Breach without undue delay after OT becoming aware of it by email to a Customer email address on file with OT, along with any necessary documentation to enable the Customer, where necessary, to notify this breach to the Data Subject and / or the competent Supervisory Authority.

2.6.2   If available and taking into account the nature of the Processing, the notification in accordance with

2.6.3   Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

2.6.4   The Customer (or the party acting as Controller) is responsible to notify the Personal Data Breach to the Supervisory Authority, and to the Data Subjects, when this is required by the applicable Data Protection Legislation.

2.7   **Assistance lent by OT to the Customer regardin
under the Data Protection Legislation.**

2.7.1   Where requested by the Customer and to the extent required by Data Protection Legislation, OT shall, taking into account the nature of processing and the information available to OT, provide reasonable assistance to the Customer:

a)   a   )

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2.12.1 Instructions by Customer related to the Processing of Personal Data must be provided in writing duly signed by an authorised representative of Customer.

2.12.2 Customer is responsible to have all necessary consents and notices in place and confirms it is entitled to lawfully transfer the Personal Data to OT.

3 International Transfers.

3.1 Personal Data may be processed in the EEA, the United Kingdom and Switzerland (each a

OT or its Sub-processors. The transfer to Other Countries shall be in accordance with Data Protection Legislation (to the extent it applies).

APPENDIX 1

DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA