

**GENERAL PERSONAL DATA PROCESSING AGREEMENT
FOR SAP PIONEER SERVICES ("DPA")
(Controller to Processor or Processor to Processor)**

1. DEFINITIONS

Capitalized terms not defined herein will have the meanings given to them in the Agreement; this includes, but is not limited to the „SAP Pioneer Definitions Annex “.

- 1.1 **“Audit Reports and Certifications”** mean relevant documents available under SAP Pioneer Support Portal (currently at <https://sapfioneer.com>) 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. For clarification, this includes but is not limited to SaaS.
- 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.
- 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 (and includes, as far as it concerns the relationship between the parties regarding the processing of Personal Data by SAP Pioneer on behalf of Customer, the GDPR as a minimum standard, irrespective of whether the Personal Data is subject to GDPR or not).
- 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 **“Employer of Records”** stands for a service model in which a foreign service provider - the Employer of Records (EoR) - supports its customers in the international deployment of personnel
- 1.8 **“GDPR”** means the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.
- 1.9 **“List of Third Party Subprocessors”** means a compilation of the name, address and role of each Third Party Subprocessor which process Personal Data in accordance with this DPA to provide SAP Pioneer Services. For the list of Third Party Subprocessors please refer to <https://www.sapfioneer.com/static/content/sap-fioneer-third-party-subprocessors>.
- 1.10 **“List of SAP Pioneer Entities”** means a compilation of of the name, address and role of each SAP Pioneer Entity which process Personal Data in accordance with this DPA to provide SAP Pioneer Services. For the list of SAP Pioneer Entities please refer to <https://www.sapfioneer.com/static/content/sap-fioneer-entities>.
- 1.11 **“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 Pioneer as part of the SAP Pioneer Services; or
 - (b) supplied to or accessed by SAP Pioneer or its Subprocessors in order to provide support under the applicable Agreement or in connection with SAP Pioneer Services; or
 - (c) in Cloud Services provided as a subset of Customer Data
- 1.12 **“Personal Data Breach”** means cases of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized access to Personal Data.
- 1.13 **“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.

- 1.14 **“SAP Pioneer Entities”** in connection with this DPA may include SAP Pioneer GmbH, SAP Pioneer GmbH Affiliates and Employer of Records (EoRs) which process Personal Data in accordance with this DPA.
- 1.15 **“SAP Pioneer Services”** means Cloud Services, Professional Services or SAP Pioneer Maintenance and Support as set out in the Agreement.
- 1.16 **“SCC Relevant Transfer”** means the transfer and onwards transfer of Personal Data to a Third Country.
- 1.17 **“Standard Contractual Clauses / SCCs”** or sometimes also referred to the “EU Model Clauses” mean the Standard Contractual Clauses (Module 2 - Controller to Processors and Module 3 Processor to Processor) published by the European Commission on the basis of Decision 2021/914 or any subsequent version thereof (which will automatically apply).
- 1.18 **“SCC UK Addendum”** The SCC UK Addendum (Version B1.0) is a specific addendum for transferring personal data from UK to the outside of the UK created by the UK Information Commissioner's Office (ICO) under S119A (1) Data Protection Act 2018.
- 1.19 **“Subprocessor”** has the meaning given in the GDPR and includes SAP Pioneer Entities and Third Party Subprocessors which process Personal Data in accordance with this DPA in connection with SAP Pioneer Services.
- 1.20 **“Technical and Organizational Measures”** are published on the SAP Pioneer Support Portal <https://www.sapfioneer.com/static/content/sap-fioneer-toms-english> or made available to Customer when using the subscription service provided on there.
- 1.21 **“Third Country”** means any country, organization or territory not acknowledged by either the European Union under Article 45 of GDPR or under applicable Data Protection Law as a safe country with an adequate level of data protection.
- 1.22 **“Third Party Subprocessor”** includes external third parties engaged by SAP Pioneer, SAP Pioneer GmbH- or SAP Pioneer GmbH Affiliates which process Personal Data in accordance with this DPA in connection with SAP Pioneer Services.

2. BACKGROUND

2.1 Application.

- (a) This DPA is incorporated into and forms part of the Agreement between SAP Pioneer and Customer about SAP Pioneer Services and shall continue for the duration of the Agreement.
- (b) This DPA sets forth the terms and conditions related to the processing of Personal Data by SAP Pioneer and/or its Subprocessors in connection with delivering SAP Pioneer Services.

2.2 Structure.

- (a) The Appendix I including Annex I, Annex II and Annex III is incorporated into this DPA, and if applicable to the Standard Contractual Clauses. If applicable, the Appendix II is incorporated as the SCC UK Addendum.
- (b) The then-current Technical and Organizational Measures are defined in Section 1.20 and are incorporated into this DPA by reference in Appendix I, Annex II.

- 2.3 **GDPR.** SAP Pioneer and Customer agree that it is each party's responsibility to review and adopt requirements imposed on Controllers and Processors by the GDPR, in particular with regards to Articles 28 and 32 to 36 of the GDPR, if and to the extent applicable to Personal Data of Customer/Controllers that is processed under the DPA.

2.4 Governance.

- (a) **Role of Customer.** Customer acts as either Controller or Processor as defined in Appendix I, Annex I of this DPA.
- (b) **Other Controller.** Those entities that Customer permits to use the SAP Pioneer Services act as Controllers under the DPA.
- (c) **Role of SAP Pioneer.** SAP Pioneer acts as a Processor.
- (d) **Single Point of Contact.**
 - i. Customer acts as a single point of contact and is solely responsible for obtaining 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 Pioneer as a Processor. Where authorizations, consents, instructions or permissions are provided by Customer, these

permissions are not only provided on behalf of the Customer but also on behalf of any other Controller. Where SAP Pioneer informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the SAP Pioneer Services or make accessible Personal Data and it is Customer's responsibility to forward such information and notices to the relevant Controllers.

- ii. SAP Pioneer will act as a single point of contact regarding information obligated to the Customer and Controllers from the engaged Subprocessors and other parties and will provide such information on their behalf to the Customer.

3. OBLIGATIONS

- 3.1 **Instructions.** SAP Pioneer will process Personal Data only in accordance with documented instructions from Customer or other Controllers. The Agreement (including this DPA) constitutes such documented instructions. SAP Pioneer will use reasonable efforts to follow any additional reasonable instructions received from Customer, as long as technically feasible. If SAP Pioneer will not comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP Pioneer will immediately notify Customer (email permitted).
- 3.2 **Processing on Legal Requirement.** SAP Pioneer may also process Personal Data for other purposes where required to do so by applicable law. In such a case, SAP Pioneer shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.
- 3.3 **Personnel.** To process Personal Data, SAP Pioneer and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP Pioneer and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.
- 3.4 **Cooperation.** At Customer's request, SAP Pioneer will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP Pioneer's processing of Personal Data or any Personal Data Breach. In case SAP Pioneer receives a request from a Data Subject in relation to the Personal Data processing hereunder, SAP Pioneer will notify Customer in a timely manner and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer. In the event of a dispute with a Data Subject as it relates to this DPA, the Parties shall keep each other informed and, where appropriate, cooperate in resolving them. SAP Pioneer shall provide functionality for production systems that supports Customer's ability to correct, block, delete or anonymize Personal Data from a Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, SAP Pioneer will correct, block, delete or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.
- 3.5 **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 Pioneer will provide such documents as are generally available for the SAP Pioneer Services (for example, this DPA, the Agreement, audit reports or certifications). Any additional assistance shall be mutually agreed between the Parties.
- 3.6 **Personal Data Breach Notification.** SAP Pioneer will notify Customer without undue delay after identifying any Personal Data Breach and shall take appropriate measures to address the Personal Data Breach, including measures to mitigate its adverse effects. SAP Pioneer shall 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 Pioneer may provide such information in phases timely as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP Pioneer.

4. SECURITY OF PROCESSING

- 4.1 **Appropriate Technical and Organizational Measures.**
SAP Pioneer has implemented and will apply the Technical and Organizational Measures. The term "Data" inhere refers to both Personal Data and Special Personal Data.
- 4.2 **Changes.** SAP Pioneer shall carry out regular checks of the Technical and Organizational Measures so that the Technical and Organizational Measures continue to provide an appropriate level of security. SAP Pioneer may change the Technical and Organizational Measures at any time without notice, provided that it maintains an equivalent or better level of security. Customer can receive information of changes if they have subscribed to the available list on the SAP Pioneer Support Portal.

5. DATA EXPORT AND DELETION

- 5.1 **Export and Retrieval.** If and to the extent that SAP Pioneer hosts Personal Data in a Cloud Service, Customer can access its Personal Data at any time during the Subscription Term of such Cloud Service, subject to the Agreement. Customer may use SAP Pioneer's self-service export tools to retrieve its Personal Data in a structured, commonly used, and machine-readable format.
- 5.2 **Deletion.**
- (a) 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.
 - (b) At the end of the Agreement, Customer hereby instructs SAP Pioneer to delete the Personal Data remaining with SAP Pioneer (if any) within a reasonable time frame in line with Data Protection Law (not to exceed six months), unless applicable law requires retention.

6. CERTIFICATIONS AND AUDITS

- 6.1 **SAP Pioneer Resources.** SAP Pioneer may provide Audit Reports and Certifications and share them free of charge online or upon reasonable request. Additional verifications that require SAP Pioneer resources are limited and subject to the following Sections.
- 6.2 **Limitations.** Customer or its independent third party auditor (reasonably acceptable to SAP Pioneer excluding any third party auditor who is either a competitor of SAP Pioneer or not suitably qualified) may be permitted to conduct an audit under Sections 6.3 or 6.4. Customer shall provide at least sixty days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency, timeframe and scope of any audit shall be mutually agreed between the parties acting reasonably and in good faith. Generally, audits shall not be conducted more frequently than once every twelve months unless this is required to comply with applicable Data Protection Law or with a binding order of Customer's data protection authority. Customer audits shall be limited to remote audits where possible. Customer shall provide the results of any audit to SAP Pioneer. Customer shall bear the costs of any Customer initiated audit unless such audit reveals a material breach by SAP Pioneer of this DPA, then SAP Pioneer shall bear its own expenses of an audit. If an audit determines that SAP Pioneer has breached its obligations under the DPA, SAP Pioneer will promptly remedy the breach at its own cost.
- 6.3 **Cloud Services Customer Audit.** Customer may audit SAP Pioneer's control environment and IT security practices relevant to Personal Data processed by SAP Pioneer, that require SAP Pioneer resources equivalent to a maximum of three business days, if:
- (a) SAP Pioneer 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 mandatory under Data Protection Law.
- 6.4 **SAP Pioneer Maintenance and Support and/or Professional Services Customer Audit.** Customer may audit SAP Pioneer's service and support delivery centers and IT security practices relevant to Personal Data processed by SAP Pioneer that require SAP Pioneer resources equivalent to a maximum of one business day, if:
- (a) SAP Pioneer 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 mandatory under 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. For this purpose, Customer may share audit results with the other Controller.

7. SUBPROCESSORS

7.1 **Permitted Use.** SAP Pioneer is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

- (a) SAP Pioneer or SAP Pioneer GmbH on behalf of SAP Pioneer 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 Pioneer shall be liable for any breaches by the Subprocessor in accordance with the terms of the Agreement;
- (b) SAP Pioneer 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;

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

- (c) SAP Pioneer provides to Customer the List of Third Party Subprocessors as respectively represented in section 2. of Appendix I, Annex III.

7.2 **New Third Party Subprocessors.** SAP Pioneer may use Third Party Subprocessors at its discretion, provided that:

- (a) SAP Pioneer will inform Customer in advance (by email or posting on the SAP Pioneer Support Portal) of any intended additions or replacements to the List of Third Party Subprocessor including name, address and role of the new Third Party Subprocessor. Customer agrees to register on the SAP Pioneer Support Portal and subscribe to the applicable and available List of Third Party Subprocessors. If Customer does not object, Customer is deemed to have accepted the new Third Party Subprocessor.
- (b) Customer may object to a new Third Party Subprocessor by notifying SAP Pioneer in writing including the reasonable ground(s) for its objection of SAP Pioneer's information for SAP Pioneer Maintenance and Support, and Cloud Services within thirty calendar days and of SAP Pioneer's information for Professional Services within five business days.

If Customer objects SAP Pioneer may choose:

- (i) not to use the Third Party Subprocessor; or (ii) to take reasonable measures to remedy the customers grounds for the objection and use the Third Party Subprocessor. If Customer continues to have a legitimate objection, Customer may only terminate the affected SAP Pioneer Services using the new Third Party Subprocessor, however termination of SAP Pioneer Maintenance and Support shall also comply with the termination provision of the respective SAP Pioneer Maintenance and 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 Third Party Subprocessor during the remainder of the Agreement until the effective termination date.

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

Any termination under this Section 7.2 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

7.3 **Emergency Replacement.** If security or other urgent reasons require a prompt replacement or addition of a Third Party Subprocessor, SAP Pioneer will inform Customer of the replacement Third Party Subprocessor as soon as possible following its appointment. Section 7.2 applies accordingly.

8. LIABILITY

8.1 SAP Pioneer and the Customer shall be liable to the Data Subjects in accordance with the provisions of Article 82 GDPR. Customer shall coordinate with SAP Pioneer regarding any possible fulfilment of liability claims.

8.2 The Parties shall each release themselves from liability if/insofar as one Party proves that they are in no way responsible for the circumstance through which the damage occurred to a Data Subject. Apart from that, Article 82 (5) GDPR shall apply.

9. INTERNATIONAL PROCESSING

- 9.1 **Conditions for International Processing.** SAP Pioneer 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.
- 9.2 **Standard Contractual Clauses.** If Personal Data is processed in a Third Country and the required adequacy means can be met by entering into Standard Contractual Clauses, then:
- (a) where SAP Pioneer is located in a Third Country, SAP Pioneer and Customer hereby enter into the Standard Contractual Clauses (SCC) or the SCC UK Addendum. Customer enters as the data exporter and SAP Pioneer enters as the data importer. SCC Relevant Transfers, apply as follows:
 - Module 2 (Controller to Processor) shall apply where Customer is a Controller; and
 - Module 3 (Processor to Processor) shall apply where Customer is a Processor.
 - (b) To the extent required under applicable Data Protection Law, SAP Pioneer as the data exporter, has entered into the Standard Contractual Clauses Module 3 (Processor to Processor) or the SCC UK Addendum respectively with each Subprocessor, as the data importer, applicable for SCC Relevant Transfers.
- 9.3 **Third Party Beneficiary Right under the Standard Contractual Clauses.** In the event that the Customer has factually disappeared, ceased to exist in law or has become insolvent without a legal successor, the respective data exporter shall have the right to terminate the affected Service solely to the extent that the data exporter's Personal Data is processed and instructs SAP Pioneer to erase or return the Personal Data.
- 9.4 **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 or if applicable the SCC UK Addendum. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules in sections 6 and 7, such specifications also apply in relation to the Standard Contractual Clauses and the SCC UK Addendum. Clause 7 of the Standard Contractual Clauses shall only apply to the Customer and only if the Customer is a Controller.
- 9.5 **Governing Law of the Standard Contractual Clauses.** The Parties agree that the Governing Law of the Standard Contractual Clauses shall be German law and that any dispute in relation to the Standard Contractual Clauses shall be resolved by the Courts of Germany, Munich.

In case the SCC UK Addendum is applicable, the governing law is the law of England and Wales and that any dispute in relation to the SCC UK Addendum shall be resolved by the Courts of England, London, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.

10. 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.

**Appendix I to the DPA and
if applicable to the Standard Contractual Clauses**

The Appendix I consists of Annex I, Annex II and Annex III.

**Annex I to Appendix I of the DPA and if applicable
Annex I to the Standard Contractual Clauses**

A. LIST OF PARTIES

Please refer to the Order Form.

B. DESCRIPTION OF TRANSFER**CATEGORIES OF DATA SUBJECTS WHOSE PERSONAL DATA IS TRANSFERRED**

Unless provided otherwise by the Customer on behalf of the Controller/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 or accessed by the Data Importer.

CATEGORIES OF PERSONAL DATA TRANSFERRED

Customer on behalf of the Controller/Data Exporter determines the categories of data and/or data fields which could be transferred per SAP Pioneer Services 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, time zone, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data transferred or entered into the SAP Pioneer Services by Users and may include financial data such as bank account data, credit or debit card data.

SENSITIVE DATA TRANSFERRED (IF APPLICABLE) AND APPLIED RESTRICTIONS OR SAFEGUARDS, WHICH FULLY TAKE INTO CONSIDERATION THE NATURE OF THE DATA AND THE RISKS INVOLVED. THESE MAY INCLUDE STRICT PURPOSE LIMITATION, ACCESS RESTRICTIONS (INCLUDING ACCESS ONLY FOR STAFF HAVING FOLLOWED SPECIALISED TRAINING), KEEPING A RECORD OF ACCESS TO THE DATA, RESTRICTIONS FOR ONWARD TRANSFERS OR ADDITIONAL SECURITY MEASURES.

The transferred Personal Data concerns special categories of data as may be set out in the Agreement (including the Order Form), if any. The Technical and Organizational Measures as set out in the DPA and if applicable to the SCCs Annex II contain respective Security measures reasonable to protect sensitive data incl.

- Training of personnel
- Encryption of data in transit and at rest
- Access right management on a need-to-know basis
- System access logging and general data access logging
- Special protected space for exchange of sensitive data with SAP Pioneer Maintenance and Support

In addition, the Cloud Services provide measures for handling of sensitive Personal Data as described in the documentation.

THE FREQUENCY OF THE TRANSFER (E.G. WHETHER THE DATA IS TRANSFERRED ON A ONE-OFF OR CONTINUOUS BASIS)

Transfers shall be made on a continuous basis.

NATURE OF THE PROCESSING / PURPOSE(S) OF THE DATA TRANSFER AND FURTHER PROCESSING

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

Cloud Services.

SAP Pioneer and/or its Subprocessors operate the Cloud Service data centers and infrastructure remotely from their facilities and allowed remote locations. SAP Pioneer and/or its Subprocessors provide support when a Customer submits a support ticket because the Cloud Service is not available or not working as expected for some or all Users. SAP Pioneer answers phone calls and performs basic troubleshooting and handles support tickets in a tracking system that is separate from the production instance of the Cloud Service. Personal Data is processed for including but not limited to:

- (a) provision of Cloud Services;
- (b) communication to Users;
- (c) storage of Personal Data in dedicated data centers (multi-tenant architecture);
- (d) Release, development and uploading of any fixes or upgrades to the Cloud Service;
- (e) back up and restoration of Personal Data;

- (f) computer processing of Personal Data, including data transmission, data retrieval, data access;
- (g) network access to allow Personal Data transfer;
- (h) in anonymized form for continuous improvement of service features and functionalities provided as part of the Cloud Service including automation, transaction processing and machine learning;
- (i) monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database;
- (j) Security monitoring, network-based intrusion detection support, penetration testing;
- (k) execution of instructions of Customer in accordance with the Agreement;
- (l) further Services as defined in the Agreement.

SAP Pioneer Maintenance and Support.

SAP Pioneer and/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 handlesupport tickets in a tracking system including but not limited to:

- (a) accessing systems containing Personal Data in order to provide SAP Pioneer Maintenance and Support;
- (b) use of Personal Data to provide the SAP Pioneer Maintenance and Support;
- (c) storage of Personal Data related to the support process or the case;
- (d) computer processing of Personal Data for data transmission;
- (e) execution of instructions of Customer in accordance with the Agreement;
- (f) further Services as defined in the Agreement.

Professional Services.

SAP Pioneer and/or its Subprocessors provide Services subject to the Order Form Services and the applicable Scope Document. This includes but is not limited to:

- (a) accessing systems containing Personal Data in order to provide Professional Services;
- (b) execution of instructions of Customer in accordance with the Agreement;
- (c) further Services as defined in the Agreement.

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 shall be retained for the duration of the Agreement and subject to Section 5.2 of the DPA.

FOR TRANSFERS TO (SUB-) PROCESSORS, ALSO SPECIFY SUBJECT MATTER, NATURE AND DURATION OF THE PROCESSING

Subject Matter, nature and duration of the processing by Subprocessors are generally equal to these described in this section B, subject to the role as described in Annex I A. 2. for the Subprocessor.

C. COMPETENT SUPERVISORY AUTHORITY

Please refer to the Order Form.

**Annex II to Appendix I of the DPA and if applicable
Annex II to the Standard Contractual Clauses**

The Technical and Organizational Measures are applied as described in Section 4 of the DPA and published in the then current applicable version on the SAP Pioneer Support Portal, here
<https://www.sapfioneer.com/static/content/sap-fioneer-toms-english>

**Annex III to Appendix I of the DPA and if applicable
Annex III to the Standard Contractual Clauses**

1. SAP Pioneer Entities listed by reference:

<https://www.sapfioneer.com/static/content/sap-fioneer-entities>

2. Third Party Subprocessors listed by reference:

<https://www.sapfioneer.com/static/content/sap-fioneer-third-party-subprocessors>

Appendix II
Standard Data Protection Clauses to be issued by the Commissioner
under S119A (1) Data Protection Act 2018

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses
VERSION B1.0, in force 21 March 2022

Reference to the SCC UK addendum:

<https://ico.org.uk/media2/migrated/4019539/international-data-transfer-addendum.pdf>

The UK Addendum as referenced above is concretized below:

Part 1: Tables

Table 1: Parties

Start date	pls see in the contract / DPA	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	As laid out in Appendix I, Annex I of the DPA	As laid out in Appendix I, Annex I of the DPA
Key Contact	As laid out in Appendix I, Annex I of the DPA	As laid out in Appendix I, Annex I of the DPA
Signature (if required for the purposes of Section 2)	As laid out in Appendix I, Annex I of the DPA	As laid out in Appendix I, Annex I of the DPA

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	The EU SCCs according to article 1.15 of the DPA, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs according to article 9.4 of the DPA brought into effect for the purposes of this Addendum.
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Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex I.A: List of Parties
Annex I.B: Description of Transfer
Annex II: Technical and Organisational Measures including technical and organisational measures to ensure the security of the data
Annex III: Subprocessors as set out in section 1. and 2. of Appendix I, Annex III.

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: ☐ Importer ☐ Exporter ☒ neither Party
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