

## Data Processing Addendum

This Data Processing Addendum ("Addendum") forms part of the Framework Agreement or Purchase Order Terms (as applicable) ("Principal Agreement") between Citrix (acting on its own behalf and as agent for each Citrix Affiliate) and Supplier (acting on its own behalf and as agent for each Supplier Affiliate) and applies to those services for which Citrix engages Supplier under an SOW or Order Form ("Services") that include the Processing of Personal Information. Supplier shall at all times remain responsible for the performance of Supplier Affiliates under the Principal Agreement, including this Addendum.

The capitalized terms used in this Addendum shall have the meanings set forth in this Addendum or in the Principal Agreement. In the event of a direct conflict between a specific provision of this Addendum and the Principal Agreement or an SOW or Order Form, the provision of this Addendum shall prevail.

### 1. Processing of Personal Information

For purposes of this Addendum, Citrix is the Data Controller of the Personal Information Processed by Supplier in its performance of the Services under the terms of the Principal Agreement and/or an applicable SOW or Order Form. Supplier is the Data Processor and service provider with respect to such Personal Information, except when Citrix Processes that Personal Information in its capacity as a Processor, in which case Supplier is a Sub-processor. Supplier and each Supplier Affiliate shall Process Personal Information only to perform the Services as specified by the relevant Group Member's documented instructions and in accordance with Applicable Law; in no event shall Supplier or Supplier Affiliate Process Personal Information for any other purpose (including for their own commercial benefit) unless Supplier obtains Citrix's prior explicit written consent.

Supplier will maintain information and records related to the structure and functioning of all systems and processes that Process Personal Information applicable to this Addendum. This will include at least (i) the types of Processing performed, (ii) Sub-Processors used and the activities they perform, (iii) the countries to which Transfers occur, and (iv) the technical and organizational measures used to protect Personal Information.

Supplier will regularly audit its business processes involved in Processing Personal Information for compliance with the terms of this Addendum and Applicable Law. A copy of the audit results shall be provided to Citrix upon request.

Where the Services involve Supplier receiving or collecting Personal Information directly from Individuals on Citrix's behalf, Supplier shall:

- ensure that Personal Information is accurate and kept up to date, and that any Personal Information that is inaccurate or incomplete is promptly erased or rectified in accordance with Citrix's instructions
- seek instructions from Citrix regarding (i) Information that must be provided by Supplier to the Individual in connection with the collection and further Processing of the Individuals' Personal information, and (ii) requests by Australian Individuals to be dealt with on an anonymous or pseudonymous basis
- provide any notices and/or obtain consents as required under Applicable Law, and maintain records of such notices and consents or other legal bases relied upon for Processing Personal Information and provide them for review upon Citrix's request
- not use an Individual's government identifier as Supplier's own identifier for that individual

If Supplier is storing and maintaining Personal Information for Citrix, Supplier will:

- keep databases containing Personal Information segregated from other Supplier Personal Information using logical access restrictions
- update its records with any Personal Information provided by Citrix within 5 business days of receipt
- log all access to Sensitive Personal Information, with information identifying the user who accessed (or tried to access) such data, when it was accessed, and whether the access was authorized or denied
- maintain audit trails to detect and respond to Security Incidents, including logging of suspicious events. Such audit trails must be maintained for three years.

### 2. Supplier and Supplier Affiliate Personnel

Supplier and each Supplier Affiliate shall limit access to Personal Information to those individuals who need to know or access the Personal Information, as strictly necessary. Such access shall only be granted for the purpose of (i) providing the Services as specified by the Principal Agreement and/or an applicable SOW or Order Form and in accordance with Applicable Law and (ii) complying with the terms of the Principal Agreement and this Addendum. Supplier's personnel shall (i) be bound by appropriate confidentiality agreements, (ii) be required to take regular data protection trainings, and (iii) be required to comply with Supplier's corporate privacy and security policies and procedures.

### 3. Security

Supplier shall implement and maintain appropriate administrative, technical, and organizational measures designed to protect against any misuse or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information that the Supplier may transmit, store or otherwise Process in its provision of Services to Citrix. Supplier and each Supplier Affiliate shall at a minimum, comply with the Citrix technical and organizational security measures specified in the Citrix Supplier Security Standards available at [https://www.citrix.com/content/dam/citrix/en\\_us/documents/about/citrix-supplier-security-standards.pdf](https://www.citrix.com/content/dam/citrix/en_us/documents/about/citrix-supplier-security-standards.pdf).

### 4. Sub-processing

Each Group Member authorises Supplier and each Supplier Affiliate to appoint (and permit each Sub-Processor appointed in accordance with this Section 4 to appoint) Sub-Processors in accordance with any restrictions in the Principal Agreement and this Addendum.

Supplier and each Supplier Affiliate may continue to use those Sub-Processors already engaged by Supplier or any Supplier Affiliate as at the date of this Addendum, subject to Supplier and each Supplier Affiliate meeting the obligations set out in this Section and Supplier providing a list of any such Sub-Processors prior to the performance of Services.

Supplier shall give Citrix prior written notice of the appointment of any new Sub-Processor, including full details of the location and Processing to be undertaken by the Sub-Processor prior to or concurrent with the appointment of such Sub-Processor. If, within 30 (thirty) calendar days' of receipt of that notice, Citrix notifies Supplier in writing of any objections (on reasonable grounds) to the proposed appointment: (i) Supplier will cancel its plan to use the Sub-Processor for the processing of Citrix Personal Information and will offer an alternative to provide the Services without such Sub-Processor; or (ii) Supplier will take the corrective steps requested by Citrix in its objection(s) and proceed to use the Sub-Processor to process Citrix Personal Information; or (iii) Citrix may choose not to use the Services that would involve the use of such Sub-Processor with regard to Personal Information, subject to adjustment of the remuneration for the Services considering the reduced scope of the Services. If none of the above options are reasonably available and all of Citrix's objections have not been resolved to the mutual satisfaction of the Parties within 30 (thirty) calendar days of the Supplier's receipt of Citrix's objection, either Party may terminate the applicable SOW or Order Form and Citrix will be entitled to a pro-rata refund for prepaid fees for Services not performed as of the date of termination.

With respect to each Sub-Processor, Supplier or the relevant Supplier Affiliate shall:

- before the Sub-Processor begins Processing Personal Information, carry out adequate due diligence to ensure that the Sub-Processor is capable of providing the level of protection for Personal Information required by this Addendum;
- ensure that the arrangement between (a) Supplier or the relevant Supplier Affiliate, and (b) the relevant Sub-Processor, is governed by a written contract including terms which offer at least the same level of protection for Personal Information as those set out in this Addendum;
- provide to Citrix for review such copies of the Contracted Processors' agreements with Sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Citrix may request from time to time.

Supplier and each Supplier Affiliate shall be responsible for each such Sub-Processor's performance of its obligations and compliance with the terms of the Principal Agreement, this Addendum and Applicable Law.

### 5. Data Subject Rights

Supplier shall promptly notify Citrix if any Contracted Processor receives a request from an Individual under Applicable Law in respect of Personal Information, and ensure that the Contracted Processor does not respond to that request except on the documented instructions of Citrix or the relevant Citrix Affiliate or as required by Applicable Law to which the Contracted Processor is subject, in which case Supplier shall to the extent permitted by Applicable Law inform Citrix of that legal requirement before the Contracted Processor responds to the request.

Upon the request of a Citrix Group Member, any Contracted Processor shall promptly, but at a minimum within the time period required by Applicable Law, enable the Citrix Group Member to access, rectify, erase, or restrict Personal Information from further Processing or request a portable copy.

### 6. Security Incident Response

Supplier shall implement and maintain appropriate measures designed to detect, analyze, monitor and resolve Security Incidents, and will notify Citrix promptly and without undue delay upon Supplier or any Sub-Processor becoming aware of a Security Incident, providing Citrix with sufficient information to allow it to meet any obligations to report or inform Individuals of the Security Incident under Applicable Law. Such notification shall as a minimum:

- describe the nature of the Security Incident, the categories and numbers of Individuals concerned, and the categories and numbers of Personal Information or other data records concerned
- communicate the name and contact details of Supplier's data protection officer or other relevant contact from whom more information may be obtained

- describe the likely consequences of the Security Incident
- describe the measures taken or proposed to be taken to minimize the impact of such Security Incident and prevent such events from recurring

Supplier shall co-operate with Citrix and take such reasonable steps as are directed by Citrix and/or as set out in the section entitled “*Security Incident Management and Reporting*” in the Citrix Supplier Security Standards, and to assist in the investigation, mitigation and remediation of the Security Incident. Unless otherwise required by law, Supplier and each Supplier Affiliate shall not notify any Supervisory Authority, affected Individuals or issue any public notice of any Security Incident without the prior written consent of Citrix.

## 7. Supplier Cooperation and Assistance

Supplier and each Supplier Affiliate shall provide reasonable assistance to each Citrix Group Member with any data protection impact assessments, security questionnaires, customer inquiries, and consultations with competent Supervisory Authorities or other competent data privacy authorities related to the Processing of Personal Information under this Addendum. This shall include Citrix sharing the data protection related terms of the Principal Agreement and this Addendum with Citrix Affiliates, customers, or Supervisory Authorities.

Unless prohibited by Applicable Law, Supplier shall promptly notify Citrix prior to taking any action and coordinate with Citrix in the event that Supplier receives:

- a request for Personal Information from a law enforcement agency, state security agency, or other similar governmental body (“Security Authority”)
- a request by a Supervisory Authority for information concerning the Processing of Personal Information
- a complaint or inquiry by an Individual related to Supplier’s Processing of Personal Information

In the event Supplier Processes Personal Information that is subject to additional regulatory requirements, or in a manner subject to additional regulatory requirements (including those requirements imposed with respect to Sensitive Personal Information), Supplier agrees to cooperate with Citrix to comply with such requirements, including without limitation negotiating in good faith any required amendments to the Principal Agreement and/or this Addendum.

Supplier will promptly inform Citrix if Supplier has reason to believe that (i) it is or may become unable to comply with the obligations of this Addendum or Applicable Law and promptly cure its noncompliance; or (ii) Citrix’s instructions regarding the Processing of Personal Information would violate Applicable Law. Supplier and each Supplier Affiliate shall promptly take adequate steps to remedy any noncompliance with this Addendum or Applicable Law regarding the Processing of Personal Information by any Contracted Processor. Citrix will have the right to suspend or temporarily restrict any impacted Processing under the Principal Agreement until such noncompliance is remediated. In the event such remediation is impossible or unduly delayed, Citrix may terminate the applicable SOW or Order Form immediately, in whole or in part.

## 8. Deletion or Return of Personal Information

Except to the extent otherwise required by Applicable Law, Supplier and each Supplier Affiliate shall promptly return or delete all copies of Personal Information upon cessation of the applicable Services or upon Citrix’s request. Deletion must be performed in a manner designed to ensure the data may not be recovered or reconstructed and, upon Citrix’s request, Supplier shall provide Citrix written confirmation of its compliance with this provision.

## 9. Audit rights

Supplier and each Supplier Affiliate shall make available to Citrix upon request all information reasonably necessary to demonstrate compliance with this Addendum and Applicable Law, and shall allow for and contribute to audits, in relation to the Processing of the Personal Information under an SOW or Order Form. Citrix may provide Supplier with a security and privacy assessment questionnaire that Supplier shall promptly, accurately, and comprehensively complete. At Citrix’s request, Supplier will also provide a copy of its most recent third-party assessment(s), such as an SSAE SOC 2, ISO 27001 or similar. If Citrix determines that further assessment is warranted, Citrix may conduct an audit by providing Supplier or the relevant Supplier Affiliate reasonable notice of an audit or inspection to be conducted under this Section. It shall take place during normal business hours no more than one time in any calendar year, except for any additional audits or inspections which:

- Citrix or the relevant Citrix Affiliate undertaking an audit reasonably considers necessary because of genuine concerns as to Supplier’s or the relevant Supplier Affiliate’s compliance with this Addendum and/or Applicable Law;
- take place following a Security Incident; or
- a Group Member is required or requested to carry out by Applicable Law, a competent Supervisory Authority, or any similar regulatory authority responsible for the enforcement of Applicable Law in any country or territory (which could include such authority).

Supplier will ensure that any such audit confirms compliance by any Sub-Processor obligations with the terms of this Addendum, and Citrix will not require Supplier to compromise any confidentiality obligations it may have to its customers.

## 10. International Transfers of Personal Information

**International Transfers of Personal Information.** To the extent that the Services involve an International Transfer of Personal Information from a Group Member to Supplier, a Supplier Affiliate or a Sub-Processor, the International Transfer shall be subject to the terms of this Addendum. If additional terms are required to meet the requirements for International Transfers from a specific jurisdiction, the Parties agree to negotiate in good faith to amend this Addendum to include the required terms.

**International Transfers from the EEA, Switzerland and UK.** To the extent that the Services involve the International Transfer of Personal Information of a resident(s) of a country within the European Economic Area ("EEA"), Switzerland or United Kingdom ("UK") to Supplier, a Supplier Affiliate or a Sub-Processor located outside of the EEA, Switzerland or UK and the International Transfer is not covered by an Adequacy Decision and there is not another legitimate basis for the International Transfer of such Personal Information, then such transfers are subject to either the 2021 EU Standard Contractual Clauses and/or the UK SCC Addendum (as applicable) or other valid transfer mechanisms available under Applicable Law. For international transfers subject to:

- the 2021 EU SCCs, the Parties hereby incorporate the 2021 EU SCCs in unmodified form (Module Two where Citrix is a Controller and Supplier is a Processor or Module Three where Citrix and Supplier are both Processors).
- the UK SCC Addendum, the Parties hereby incorporate by reference the UK SCC Addendum in unmodified form.

The 2021 EU Standard Contractual Clauses shall be between Supplier and Citrix Systems, Inc., irrespective of Your location. For such purposes, Citrix will act as the "data exporter" on its behalf and/or on behalf of its Affiliates, and Supplier will act as the "data importer" on its behalf and/or on behalf of its Affiliates. With respect to the 2021 EU SCCs, the Parties agree to the following: (i) Clause 7 shall be omitted; (ii) Clause 9 shall be governed by Option 2 (General Authorisation) and provide for a 14-day advance notice; and (iii) for Clauses 17 and 18, the Parties choose Ireland and the Supervisory Authority of Ireland. For purposes of the UK SCC Addendum, the Parties (i) select the Approved EU SCCs, including the Appendix, in Table II and (ii) select both Importer and Exporter in Table 4. Annexes I and II of the 2021 EU SCCs are attached hereto and shall serve to provide the information required for Table 1 of the UK SCC Addendum.

In the event of any direct conflict between this Addendum and the 2021 EU Standard Contractual Clauses and/or the UK SCC Addendum, the 2021 EU Standard Contractual Clauses and/or the UK SCC Addendum (as applicable) shall prevail.

## 11. Definitions

In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly.

**"Adequacy Decision"** means a decision of the European Commission under Applicable Law that a Transfer of Personal Information ensures an adequate level of protection.

**"Affiliate"** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with the relevant party.

**"Applicable Law"** means any applicable law, statute, regulation, directive, order or other binding restriction (including any amendments or successors thereto) to which Supplier and Citrix (and their Affiliates) are subject and which is applicable to Supplier's or Citrix's privacy or data protection obligations related to the Services under an SOW or Order Form.

**"Contracted Processor"** means Supplier or a Sub-Processor.

**"GDPR"** means EU General Data Protection Regulation 2016/679/EU.

**"Group Member"** means Citrix or any Citrix Affiliate.

**"Individual"** means any identified or identifiable individual about whom Personal Information may be Processed under the Principal Agreement.

**"International Transfer"** means the access, transfer, delivery, or disclosure of Personal Information to a person, entity or computing system located in a country other than the country from which the Personal Information originated.

**"2021 EU Standard Contractual Clauses"** or **"2021 EU SCCs"** mean the contractual clauses annexed to the EU Commission Decision 2021/914/EU or any successor clauses approved by the EU Commission.

**"Personal Information"** means any information Processed in connection with the performance of Services (including without limitation the information of Citrix and its customers, partners, contractors and suppliers) that can identify a unique individual, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of individuals or as such information may be otherwise defined under Applicable Law.

**"Security Incident"** means the unauthorized access to or Processing of Personal Information that compromises the confidentiality, integrity, or availability of the information.

**"Sensitive Personal Information"** means a category of Personal Information considered to be especially sensitive and includes, without limitation, medical records and other personal health information, including protected health information (PHI) subject to the U.S. Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated under that Act (collectively, HIPAA); personal bank account and payment card information and other financial account information; customer bank account and payment card information; national identifiers; data of children under the age of 16; and special data categories of data under Applicable Law (such as genetic and biometric information, race, nationality, political and religious opinions, political party or trade union membership, criminal and other background information, home life, and sexual orientation).

**"Sub-Processor"** means any person (including any third party and any Supplier Affiliate, but excluding an employee of Supplier or any of its sub-contractors) appointed by or on behalf of Supplier or any Supplier Affiliate to Process Personal Data on behalf of any Group Member in connection with the performance of Services (except in the context of Module Three of the New EU SCCs, when Sub-Processor refers to the Data Importer).

**"UK SCC Addendum"** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (vB1.0 or any subsequent version) issued by the UK Information Commissioner's Office.

The terms, "**Commission**", "**Controller**", "**Member State**", "**Processor**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as under Applicable Law (e.g., the GDPR) (except in the context of Module Three of the New EU SCCs when "Controller" as used herein is a Data Exporter acting as a Processor, in which case Processor shall mean Sub-Processor).

## 2021 EU SCC ANNEXES

## ANNEX I

## A. LIST OF PARTIES

**Data exporter(s):** *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Citrix Systems, Inc.

The contact information, signature and date provided in the Principal Agreement are incorporated herein by reference

Activities relevant to the data transferred under these Clauses: IT products, services and solutions as described in Principal Agreement.

Role (controller/processor): Controller/Processor

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. Supplier

The contact information, signature and date provided in the Principal Agreement are incorporated herein by reference

Activities relevant to the data transferred under these Clauses: Providing IT products, services and solutions as described in Principal Agreement.

Role (controller/processor): Processor

## B. DESCRIPTION OF TRANSFER

*Categories of data subjects whose personal data is transferred*

As needed in order for Supplier to perform the Services, which may include:

- Employees and applicants
- Customers and end users
- Suppliers, agents, and contractors

*Categories of personal data transferred*

As needed in order for Supplier to perform the Services, which may include:

- Direct identifiers such as first name, last name, date of birth, and home address
- Communications data such as home telephone number, cell telephone number, email address, postal mail, and fax number
- Family and other personal circumstance information such as age, date of birth, marital status, spouse or partner, and number and names of children
- Employment information such as employer, work address, work email and phone, job title and function, salary, manager, employment ID, system usernames and passwords, performance information, and CV data
- Other data such as financial, goods or services purchased, device identifiers, online profiles, and IP address
- Details of user's interaction with the data importer's systems and with systems for which the data importer provides computing services
- Information that the data exporter or its users choose to include in files stored on or routed through data importer's applications
- Other Personal Data to which the Parties provide to each other in connection with the provision of Products or Services

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

Personal data transferred is determined and controlled by the data exporter and may include sensitive data such as government identifier, religious affiliation, or any other sensitive data necessary to be Processed in order to perform the Services.

Technical and organizational security measures are described in Citrix Supplier Security Standards available at [https://www.citrix.com/content/dam/citrix/en\\_us/documents/about/citrix-supplier-security-standards.pdf](https://www.citrix.com/content/dam/citrix/en_us/documents/about/citrix-supplier-security-standards.pdf).

*The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis).*

Transfers on a continuous basis as needed to perform the Services.

#### *Nature of the processing*

Please refer to Section 1 of the Addendum.

#### *Purpose(s) of the data transfer and further processing*

Please refer to Section 1 of the Addendum.

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

Retained for the duration of the Services.

*For transfers to (sub-) processors, also specify subject matter, nature, and duration of the processing*

Transfers on a continuous basis as needed to perform the Services.

### **C. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with Clause 13*

Where the data exporter is established in an EU Member State: Supervisory Authority of Ireland.

Where the data exporter is not established in an EU Member State but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: Supervisory Authority of Ireland.

Where the data exporter is not established in an EU Member State but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: Supervisory Authority of Ireland.

## **ANNEX II**

### **TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

Technical and organizational security measures are described in the Citrix Supplier Security Standards available at [https://www.citrix.com/content/dam/citrix/en\\_us/documents/about/citrix-supplier-security-standards.pdf](https://www.citrix.com/content/dam/citrix/en_us/documents/about/citrix-supplier-security-standards.pdf).

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