



Amendment to Incorporate Standard Contractual Clauses

Last Updated: February 10, 2026

This Amendment to incorporate Standard Contractual Clauses into the Agreement (the “**Amendment**”) is entered into between Customer and OneTrust (each a “**Party**”, collectively, the “**Parties**”).

In consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

Definitions

Unless otherwise defined in the Agreement, the terms listed below and used in this Amendment shall have the following meanings:

“**Agreement**” (a) the OneTrust Master Terms of Service at <https://legal.onetrust.com/> together with any Order Forms; or (b) the preexisting or contemporaneous signed agreement that forms the basis of the commercial transaction between the Parties.

“**Customer**” (a) the Customer identified in the signature block below; or (b) where the SCCs are automatically deemed incorporated into the Agreement, the Customer identified on the Order Form.

“**EU Data Protection Law**” (a) the EU General Data Protection Regulation (2016/679) (GDPR); (b) the EU (Directive 2002/58/EC) (e-Privacy Directive); and (c) any and all EU Member State laws made under or pursuant to any of the foregoing; in each case as amended or superseded from time to time.

“**EU SCCs**” the standard contractual clauses set out by the decision (EU) 2021/914 of June 4, 2021, on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

“**IDTA**” the International Data Transfer Addendum to the EU SCCs issued by the Information Commissioner’s Office under S119A(1) Data Protection Act 2018, Version B1.0, in force March 21, 2022.

“**OneTrust**” the OneTrust entity that is a party to the Agreement with Customer.

“**Swiss Data Protection Law**” the Swiss Federal Act on Data Protection (FADP) of September 2020, as amended or superseded from time to time.

“**UK Data Protection Law**” the data privacy legislation adopted by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019/419 as supplemented by the terms of the Data Protection Act 2018 and the UK GDPR (Retained Regulation (EU) 2016/679 (UK GDPR) pursuant to section 3 of the European Union (Withdrawal) Act 2018), as amended or superseded from time to time.

All other capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Agreement.

Amendment

1. EU SCCs.

The Agreement is hereby amended to include and incorporate Module Two (transfers controller to processor, where Customer is a controller of the transferred personal data) and Module Three (transfers processor to processor, where Customer is a processor of the transferred personal data) of the EU SCCs by reference, which are completed as follows:

- 1.1. **Docking clause.** The option in Clause 7 will not apply.
- 1.2. **Instructions.** For the purposes of Clause 8.1(b), the Parties agree that the documented instructions from Customer, including those provided on behalf of the controller, are set out in the Agreement, including with respect to international transfers of data.
- 1.3. **Certification of Deletion.** Pursuant to Clause 8.5, the Parties agree that OneTrust will certify to Customer that it has deleted the personal data upon Customer's written request.
- 1.4. **Audits.** It is understood by the Parties that the audit rights set out in Clause 8.9 shall be performed in accordance with the provisions regarding audits in the Agreement or in the Agreement.
- 1.5. **Subprocessors.** In Clause 9(a), Option 2 will apply and OneTrust will inform Customer of changes in the subprocessors thirty (30) days prior to the change in accordance with the terms set out in the Agreement.
- 1.6. **Redress.** In Clause 11, the optional language will not apply.
- 1.7. **Liability.** The Parties agree that OneTrust's liability to Customer under Clause 12 shall be subject to the liability limitations and exclusions contained in the Agreement.
- 1.8. **Governing law.** For the purposes of Clause 17 (Option 1), the Parties agree that the EU SCCs will be governed by the laws of the Republic of Ireland.
- 1.9. **Forum and jurisdiction.** For the purposes of Clause 18(a) and (b), the Parties agree that any dispute arising from these EU SCCs shall be resolved by the courts of the Republic of Ireland.
- 1.10. **Annexes.** Annexes I, II and III to the EU SCCs shall be deemed completed with the information set out in Appendix 1 to this Amendment.
- 1.11. **Conflict.** In the event of any conflict or inconsistency between the body of this Amendment or the Agreement to which it is incorporated and the SCCs, the SCCs shall prevail.

2. UK SCCs.

To the extent any personal data transferred to OneTrust under the Agreement is governed by UK Data Protection Law and originates from the United Kingdom, the IDTA will be deemed executed and it shall integrate and supplement the EU SCCs as follows:

- 2.1. **Parties.** Part 1, Table 1 is completed with the details set out in Appendix 1 to this Amendment.
- 2.2. **SCCs, Modules and Clauses.** Part 1, Table 2 is completed with the information set out in Section 1 above.
- 2.3. **Annexes.** The "Appendix Information" mentioned in Part 1, Table 3 is completed with the information set out in Appendix 1 to this Amendment.
- 2.4. **Ending.** OneTrust, as the Importer, may end this IDTA in accordance with Section 19 of the IDTA.

3. Swiss SCCs.

To the extent any personal data transferred to OneTrust under the Agreement is governed by Swiss Data Protection Law and originates from Switzerland, the EU SCCs shall apply with the following adaptations:

- 3.1. **Place of jurisdiction.** The term “Member State” shall not be interpreted in such a way to exclude data subjects in Switzerland from the possibility of suing their rights in Switzerland in accordance with Clause 18(c) of the EU SCCs.
- 3.2. **Supervisory Authority.** The Federal Data Protection and Information Commissioner of Switzerland shall be competent in accordance with Clause 13 of the EU SCCs where the transfer of personal data is subject to Swiss Data Protection Law.
4. This Amendment shall terminate and replace any prior versions of the standard contractual clauses which are part of the Agreement immediately prior to this Amendment becoming effective.
5. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms, and the SCCs shall be otherwise subject to the terms and conditions of the Agreement. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.
6. This Amendment shall only apply to the extent that, at the time of the relevant transfer of personal data, no adequacy decision pursuant to Article 45 of the GDPR (including, where applicable, the EU-US Data Privacy Framework, the UK Extension and the Swiss-US Data Privacy Framework), or any equivalent or successor decision under Swiss or UK Data Protection Law, applies to such transfer of personal data from Customer to OneTrust (“**Adequacy Decision**”).
7. This Amendment shall be effective on the later of (i) the date of its signature, and (ii) the first transfer of Data from Customer to OneTrust to a country outside of the EEA, the UK, or Switzerland where no Adequacy Decision applies (“**Third Country**”). This Amendment will remain effective for as long as Data is transferred by Customer to OneTrust to a Third Country.