

# AMENDMENT TO DATA PROCESSING ADDENDUM



## APPLICABLE TO THE IFS EURA (EUROPEAN RESTRICTED ACCESS) SERVICE

### INTRODUCTION

This amendment ("Amendment") is made to the Data Processing Addendum ("DPA") between the customer of IFS ("Customer") and the IFS entity which Customer contracted with ("IFS") and shall be effective as of the date Customer's signature of an order ("Order Form") for IFS EURA Service without requirement to sign this Amendment. Except as stated below, signature of the order for IFS EURA Service will be treated as Customer and IFS' signature of this Amendment. Notwithstanding the above, if Customer has signed a separate Data Processing Addendum covering the IFS EURA Service that Data Processing Addendum will apply and not this amendment. This Amendment relates to data transfers in the context of the European Restricted Access Service (the "IFS EURA Service").

The IFS EURA Service is designed to address specific needs of European IFS customers by ensuring that their environments and data in those environments reside only in European Economic Area/EFTA data centers and by restricting IFS personnel's access to, and processing of data in, the customer environments when providing IFS Cloud Services and associated Support Services, from locations within the European Economic Area, EFTA and the UK.

### 1. AMENDMENTS TO THE DPA

1.1 For the purposes of the IFS EURA Service only, sections 10.2 and 10.4 of the DPA are amended and a definition is added to section 2 of the DPA as follows:

**Section 2 definition.** *"Transfer(s)" or "Transferred"* means the method by which Personal Data Processed under this DPA may be transferred: (i) In the case of the EEA: from a country or territory within the EEA to, or accessed from, a country or territory outside the EEA, either directly or via onward transfer; (ii) in the case of the UK: from the UK to a country outside the UK either directly or via onward transfer; and (iii) in the case of Switzerland: from Switzerland to a country outside of Switzerland either directly or via onward transfer.

10.2 **Transfers.** Under the applicable Order Form IFS will provide the IFS EURA Service to Customer within which IFS' Cloud Services and associated Support Services will be provided from locations in the European Economic Area, EFTA and the UK. This section 10 sets forth the provisions regulating Transfers within the permitted European countries (set out in the terms for the IFS EURA Service) by IFS, acting itself and/or through permitted Sub-processors, and Customer (for its own part and on behalf of other Controllers referenced in section 4.1) hereby gives its specific written mandate, authorization and instruction to IFS for the purposes of conducting such Transfers, as set forth below.

10.4 **Transfer Limitations.** Subject always to section 10.2, Transfers of Personal Data shall only be permitted if:

- (a) the Transfer is performed under and pursuant to the terms of the Data Transfer Agreement; or
- (b) the Transfer is to a country which has been found to ensure an adequate level of protection for the rights and freedoms of data subjects in relation to the Processing of Personal Data; or
- (c) the Transfer is pursuant to a framework which has been determined by the European Commission or other appropriate competent authority as ensuring an adequate level of protection for the rights and freedoms of data subjects and subject to the scope restrictions of any such determination, e.g. Binding Corporate Rules; or
- (d) the Transfer is subject to a separate data transfer agreement with IFS or any IFS Affiliate incorporating the Standard Contractual Clauses applicable at the time of the relevant Transfer; or
- (e) the Transfer is otherwise covered by a suitable framework recognized by the relevant supervisory authorities or courts as providing an adequate level of protection for personal data, including without limitation any IFS Group intra-company arrangement requiring all Transfers of personal data to be made in compliance with the Standard Contractual Clauses.

### 2. SCOPE OF APPLICATION AND ORDER OF PRECEDENCE

This Amendment applies for the sole purpose of the IFS EURA Service and only to the extent such service is being provided to the Customer as agreed under the applicable Order Form. Subject to the preceding sentence, the provisions of this Amendment shall amend and take precedence over the provisions of the DPA. Except as expressly amended, all terms and conditions of the DPA shall remain in full force and effect.