



-PROPRIETARY AND CONFIDENTIAL-

This Data Protection Addendum ("**Addendum**") forms part of the [Title of the Governing Agreement executed between the parties] ("**Principal Agreement**") between: (i) [Name of the contracting entity of the vendor, as mentioned in the Principal Agreement] ("**Vendor**") acting on its own behalf and as agent for each Vendor Affiliate; and (ii) [Name of the relevant Tata Communications entity which is the contracting entity/ data controller] ("**Tata Communications**").

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

1. Definitions

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

- 1.1.1 "**Applicable Laws**" means (a) European Union or Member State laws with respect to any Tata Communications Personal Data in respect of which any Tata Communications Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Tata Communications Personal Data in respect of which any Tata Communications Group Member is subject to any other Data Protection Laws;
- 1.1.2 "**Tata Communications Affiliate**" means Tata Communications Limited and its direct and indirect subsidiaries;
- 1.1.3 "**Tata Communications Group Member**" means Tata Communications or any Tata Communications Affiliate;
- 1.1.4 "**Tata Communications Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of a Tata Communications Group Member pursuant to or in connection with the Principal Agreement;
- 1.1.5 "**Contracted Processor**" means Vendor or a Subprocessor;
- 1.1.6 "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
- 1.1.7 "**EEA**" means the European Economic Area;
- 1.1.8 "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- 1.1.9 "**GDPR**" means EU General Data Protection Regulation 2016/679;
- 1.1.10 "**Restricted Transfer**" means:
 - 1.1.10.1 a transfer of Tata Communications Personal Data from any Tata Communications Group Member to a Contracted Processor; or
 - 1.1.10.2 an onward transfer of Tata Communications Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor,



-PROPRIETARY AND CONFIDENTIAL-

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under Section 6.4.3 or 12 below;

- 1.1.11 **"Services"** means the services and other activities to be supplied to or carried out by or on behalf of Vendor for Tata Communications Group Members pursuant to the Principal Agreement;
 - 1.1.12 **"Standard Contractual Clauses"** means the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (notified under document C(2010)593) and under Section 13.4; a copy of which is available at https://www.tatacommunications.com/wp-content/uploads/2018/03/EU_Standard_Contractual_Clauses.pdf;
 - 1.1.13 **"Subprocessor"** means any person (including any third party and any Vendor Affiliate, but excluding an employee of Vendor or of its sub-contractors) appointed by or on behalf of Vendor or any Vendor Affiliate to Process Personal Data on behalf of any Tata Communications Group Member in connection with the Principal Agreement; and
 - 1.1.14 **"Vendor Affiliate"** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Vendor, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.2 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.
- 1.3 The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Authority

Vendor warrants and represents that, before any Vendor Affiliate Processes any Tata Communications Personal Data on behalf of any Tata Communications Group Member, Vendor's entry into this Addendum as agent for and on behalf of that Vendor Affiliate will have been duly and effectively authorised (or subsequently ratified) by that Vendor Affiliate. Where a Vendor Affiliates has entered into a direct contract with a Tata Communications Group Member through the acceptance of a Purchase Order from such Tata Communications Group Member, the term 'Vendor' in this section means such Vendor Affiliate.

3. Processing of Tata Communications Personal Data

- 3.1 Vendor and each Vendor Affiliate shall:
- 3.1.1 comply with all applicable Data Protection Laws in the Processing of Tata Communications Personal Data; and
 - 3.1.2 not Process Tata Communications Personal Data other than on the relevant Tata Communications Group Member's documented instructions unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Vendor or the relevant Vendor Affiliate shall to the extent permitted by Applicable Laws inform the relevant Tata Communications Group Member of that legal requirement before the relevant Processing of that Personal Data.
- 3.2 Each Tata Communications Group Member:
- 3.2.1 instructs Vendor and each Vendor Affiliate (and authorises Vendor and each Vendor Affiliate to instruct each Subprocessor) to:



-PROPRIETARY AND CONFIDENTIAL-

- 3.2.1.1 Process Tata Communications Personal Data; and
- 3.2.1.2 in particular, transfer Tata Communications Personal Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with the Principal Agreement; and

- 3.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in Section 3.2.1 on behalf of each relevant Tata Communications Affiliate.

3.3 Annex 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Tata Communications Personal Data as required by Article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Tata Communications may make reasonable amendments to Annex 1 by written notice to Vendor from time to time as Tata Communications reasonably considers necessary to meet those requirements. Nothing in Annex 1 (including as amended pursuant to this Section 3.3) confers any right or imposes any obligation on any party to this Addendum.

4. Vendor and Vendor Affiliate Personnel

Vendor and each Vendor Affiliate shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Tata Communications Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Tata Communications Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Vendor and each Vendor Affiliate shall implement appropriate technical and organizational measures in relation to the Tata Communications Personal Data to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR and Tata Communications' Information Security Schedule for vendors available on its website at https://www.tatacommunications.com/wp-content/uploads/2018/03/Information_Security_Schedule.pdf.

5.2 In assessing the appropriate level of security, Vendor and each Vendor Affiliate shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

6. Subprocessing

6.1 Each Tata Communications Group Member authorises Vendor and each Vendor Affiliate to appoint (and permit each Subprocessor appointed in accordance with this Section 6 to appoint) Subprocessors in accordance with this Section 6 and any restrictions in the Principal Agreement.

6.2 Vendor and each Vendor Affiliate may continue to use those Subprocessors already engaged by Vendor or any Vendor Affiliate as at the date of this Addendum, subject to Vendor and each Vendor Affiliate in each case as soon as practicable meeting the obligations set out in Section 6.4.

6.3 Vendor shall give Tata Communications prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within ten (10) business days of receipt of that notice, Tata Communications notifies Vendor in writing of any objections (on reasonable grounds) to the proposed appointment:

- 6.3.1 Vendor shall work with Tata Communications in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and



-PROPRIETARY AND CONFIDENTIAL-

- 6.3.2 where such a change cannot be made within ten (10) business days from Vendor's receipt of Tata Communications' notice, notwithstanding anything in the Principal Agreement, Tata Communications may by written notice to Vendor with immediate effect terminate the Principal Agreement to the extent that it relates to the Services which require the use of the proposed Subprocessor.
- 6.4 With respect to each Subprocessor, Vendor or the relevant Vendor Affiliate shall:
- 6.4.1 before the Subprocessor first Processes Tata Communications Personal Data (or, where relevant, in accordance with Section 6.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Tata Communications Personal Data required by this Addendum and the Principal Agreement;
- 6.4.2 ensure that the arrangement between on the one hand (a) Vendor, or (b) the relevant Vendor Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Tata Communications Personal Data as those set out in this Addendum and meet the requirements of Article 28(3) of the GDPR;
- 6.4.3 if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand (a) Vendor, or (b) the relevant Vendor Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, or before the Subprocessor first Processes Tata Communications Personal Data procure that it enters into an agreement incorporating the Standard Contractual Clauses with the relevant Tata Communications Group Member(s) (and Tata Communications shall procure that each Tata Communications Affiliate party to any such Standard Contractual Clauses co-operates with their population and execution); and
- 6.4.4 provide to Tata Communications for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Tata Communications may request from time to time.
- 6.5 Vendor and each Vendor Affiliate shall ensure that each Subprocessor performs the obligations under sections 3.1, 4, 5, 7.1, 8.2, 9 and 11.1, as they apply to Processing of Tata Communications Personal Data carried out by that Subprocessor, as if it were party to this Addendum in place of Vendor.
- 7. Data Subject Rights**
- 7.1 Taking into account the nature of the Processing, Vendor and each Vendor Affiliate shall assist each Tata Communications Group Member by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Tata Communications Group Members' obligations, as reasonably understood by Tata Communications, to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 7.2 Vendor shall:
- 7.2.1 promptly notify Tata Communications if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Tata Communications Personal Data; and
- 7.2.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of Tata Communications or the relevant Tata Communications Affiliate or as required by Applicable Laws to which the Contracted Processor is subject, in which case Vendor shall to the extent permitted by Applicable Laws inform Tata Communications of that legal requirement before the Contracted Processor responds to the request.
- 8. Personal Data Breach**



-PROPRIETARY AND CONFIDENTIAL-

- 8.1 Vendor shall notify Tata Communications within twenty-four (24) hours of Vendor or any Subprocessor becoming aware of a Personal Data Breach affecting Tata Communications Personal Data, providing Tata Communications with sufficient information to allow each Tata Communications Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws. Such notification shall, at a minimum, describe:
- 8.1.1 a description of the Personal Data Breach, the numbers of affected Data Subjects, and the categories of affected Personal Data;
 - 8.1.2 the name and contact details of Vendor's data protection officer or alternate point of contact from whom additional information may be obtained;
 - 8.1.3 the likely consequences of the Personal Data Breach; and
 - 8.1.4 the measures taken or proposed to be taken to mitigate the Personal Data Breach.
- 8.2 Vendor shall co-operate with Tata Communications and each Tata Communications Group Member and take such reasonable commercial steps as are directed by Tata Communications to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9. Data Protection Impact Assessment and Prior Consultation

Vendor and each Vendor Affiliate shall provide reasonable assistance to each Tata Communications Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Tata Communications reasonably considers to be required of any Tata Communications Group Member by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Tata Communications Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

10. Deletion or return of Tata Communications Personal Data

- 10.1 Subject to Sections 10.2 and 10.3 Vendor and each Vendor Affiliate shall promptly and in any event within seven (7) business days of the date of cessation of any Services involving the Processing of Tata Communications Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of those Tata Communications Personal Data.
- 10.2 Subject to Section 10.3, Tata Communications may in its absolute discretion by written notice to Vendor within seven (7) business days of the Cessation Date require Vendor and each Vendor Affiliate to (a) return a complete copy of all Tata Communications Personal Data to Tata Communications by secure file transfer in such format as is reasonably notified by Tata Communications to Vendor; and (b) delete and procure the deletion of all other copies of Tata Communications Personal Data Processed by any Contracted Processor. Vendor and each Vendor Affiliate shall comply with any such written request within fifteen (15) business days of the Cessation Date.
- 10.3 Each Contracted Processor may retain Tata Communications Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Vendor and each Vendor Affiliate shall ensure the confidentiality of all such Tata Communications Personal Data and shall ensure that such Tata Communications Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.
- 10.4 Vendor shall provide written certification to Tata Communications that it and each Vendor Affiliate has fully complied with this Section 10 within twenty-one (21) business days of the Cessation Date.

11. Audit rights

- 11.1 Subject to Sections 11.2 to 11.4, Vendor and each Vendor Affiliate shall make available to each Tata Communications Group Member on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by any Tata Communications Group Member or an auditor mandated by any Tata Communications Group Member in relation to the Processing of the Tata Communications Personal Data by the Contracted Processors.



-PROPRIETARY AND CONFIDENTIAL-

- 11.2 Information and audit rights of the Tata Communications Group Members only arise under Section 11.1 to the extent that the Principal Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, Article 28(3)(h) of the GDPR).
- 11.3 Tata Communications or the relevant Tata Communications Affiliate undertaking an audit shall give Vendor or the relevant Vendor Affiliate reasonable notice of any audit or inspection to be conducted under Section 11.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection:
- 11.3.1 to any individual unless he or she produces reasonable evidence of identity and authority;
 - 11.3.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Tata Communications or the relevant Tata Communications Affiliate undertaking an audit has given notice to Vendor or the relevant Vendor Affiliate that this is the case before attendance outside those hours begins; or
 - 11.3.3 for the purposes of more than one audit or inspection, in respect of each Contracted Processor, in any calendar year, except for any additional audits or inspections which:
 - 11.3.3.1 Tata Communications or the relevant Tata Communications Affiliate undertaking an audit reasonably considers necessary because of genuine concerns as to Vendor's or the relevant Vendor Affiliate's compliance with this Addendum; or
 - 11.3.3.2 A Tata Communications Group Member is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,where Tata Communications or the relevant Tata Communications Affiliate undertaking an audit has identified its concerns or the relevant requirement or request in its notice to Vendor or the relevant Vendor Affiliate of the audit or inspection.

12. Restricted Transfers

- 12.1 Subject to Section 12.3, each Tata Communications Group Member (as "data exporter") and each Contracted Processor, as appropriate, (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from that Tata Communications Group Member to that Contracted Processor.
- 12.2 The Standard Contractual Clauses shall come into effect under Section 12.1 on the later of:
- 12.2.1 the data exporter becoming a party to them;
 - 12.2.2 the data importer becoming a party to them; and
 - 12.2.3 commencement of the relevant Restricted Transfer.
- 12.3 Section 12.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Law.
- 12.4 Vendor warrants and represents that, before the commencement of any Restricted Transfer to a Subprocessor which is not a Vendor Affiliate, Vendor's or the relevant Vendor Affiliate's entry into the Standard Contractual Clauses under Section 12.1, and agreement to variations to those Standard



-PROPRIETARY AND CONFIDENTIAL-

Contractual Clauses made under Section 13.4.1, as agent for and on behalf of that Subprocessor will have been duly and effectively authorised (or subsequently ratified) by that Subprocessor.

13. General Terms

Governing law and jurisdiction

13.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

13.1.1 the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Principal Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

13.1.2 this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement.

Order of precedence

13.2 Nothing in this Addendum reduces Vendor's or any Vendor Affiliate's obligations under the Principal Agreement in relation to the protection of Personal Data or permits Vendor or any Vendor Affiliate to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Principal Agreement. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

13.3 Subject to Section 13.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

Changes in Data Protection Laws, etc.

13.4 Tata Communications may:

13.4.1 by at least thirty (30) calendar days] written notice to Vendor from time to time make any variations to the Standard Contractual Clauses (including any Standard Contractual Clauses entered into under Section 12.1), as they apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law; and

13.4.2 propose any other variations to this Addendum which Tata Communications reasonably considers to be necessary to address the requirements of any Data Protection Law.

13.5 If Tata Communications gives notice under Section 13.4.1:

13.5.1 Vendor and each Vendor Affiliate shall promptly co-operate (and ensure that any affected Subprocessors promptly co-operate) to ensure that equivalent variations are made to any agreement put in place under Section 6.4.3; and

13.5.2 Tata Communications shall not unreasonably withhold or delay agreement to any consequential variations to this Addendum proposed by Vendor to protect the Contracted Processors against additional risks associated with the variations made under Section 13.4.1 and/or 13.5.1.

13.6 If Tata Communications gives notice under Section 13.4.2, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or



-PROPRIETARY AND CONFIDENTIAL-

alternative variations designed to address the requirements identified in Tata Communications' notice as soon as is reasonably practicable.

- 13.7 Neither Tata Communications nor Vendor shall require the consent or approval of any Tata Communications Affiliate or Vendor Affiliate to amend this Addendum pursuant to this Section 13.5 or otherwise.

Severance

- 13.8 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out above.

[Tata Communications]

Signature _____

Name _____

Title _____

Date Signed _____

[Vendor]

Signature _____

Name _____

Title _____

Date Signed _____



-PROPRIETARY AND CONFIDENTIAL-

ANNEX 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

This Annex 1 includes certain details of the Processing of Tata Communications Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Tata Communications Personal Data

The subject matter and duration of the Processing of the Tata Communications Personal Data are set out in the Principal Agreement and this Addendum.

The nature and purpose of the Processing of Tata Communications Personal Data

[Include description here]

The types of Tata Communications Personal Data to be Processed

[Include list of data types here]

The categories of Data Subject to whom the Tata Communications Personal Data relates

[Include categories of data subjects here]

The obligations and rights of Tata Communications and Tata Communications Affiliates

The obligations and rights of Tata Communications and Tata Communications Affiliates are set out in the Principal Agreement and this Addendum.