

## UK INTERNATIONAL DATA TRANSFER ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES

*Version B1.0, in force 21 March 2022*

*In accordance with Section 6 of the AVEVA Data Processing Addendum version 19 March 2026 posted on the AVEVA Legal Resources page at: <https://www.aveva.com/en/legal/> (“DPA”), this UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (“UK Addendum”) is incorporated by reference into the DPA and forms part of the Agreement for the provision of AVEVA Products and Services between AVEVA and the Customer.*

*This UK Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that this UK Addendum provides appropriate safeguards for the purposes of transfers of personal data to a third country or an international organisation in reliance on Article 46 of the UK GDPR and, with respect to data transfers from controllers to processors, standard contractual clauses pursuant to Article 28(7) of the UK GDPR.*

### Part 1: Tables

**Table 1: Parties**

Field	Details
<b>Start Date</b>	The Effective Date of the Agreement.
<b>The Parties</b>	Exporter (who sends the Restricted Transfer) Importer (who receives the Restricted Transfer)
<b>Exporter Details</b>	The data exporter is the Customer and any Customer affiliates as stated in the Agreement or Order Form (as applicable), as further described in Annex I.A of the applicable EU SCCs.
<b>Importer Details</b>	The data importer is AVEVA, Inc., 920 Memorial City Way, Suite 1200, Houston, TX 77024-2657, USA. Contact: Data Protection Officer, <a href="mailto:dataprotection@aveva.com">dataprotection@aveva.com</a> As further described in Annex I.A of the applicable EU SCCs.
<b>Key Contact</b>	As stated in the Agreement or Order Form (as applicable) for the data exporter. For the data importer: Data Protection Officer, <a href="mailto:dataprotection@aveva.com">dataprotection@aveva.com</a>
<b>Signature</b>	The Parties agree that the execution and the Effective Date of the Agreement shall constitute execution of this UK Addendum by both Parties.

**Table 2: Selected SCCs, Modules and Selected Clauses**

Field	Details
<b>Addendum EU SCCs</b>	The Approved EU SCCs, being the Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as may be amended, supplemented or replaced from time to time, including the Appendix Information.
<b>Module in operation</b>	Module 1: Controller to Controller Module 2: Controller to Processor

	The applicable Module shall be determined in accordance with the DPA and the nature of the transfer.
<b>Clause 7 (Docking Clause)</b>	Clause 7 is included.
<b>Clause 11 (Option)</b>	The optional redress mechanism before an independent dispute resolution body in Clause 11(a) is not adopted.
<b>Clause 9a (Prior Authorisation or General Authorisation)</b>	Module 2: Option 2 (General Written Authorisation) is selected. The data importer shall inform the data exporter of any intended changes to the sub-processor list at least 30 (thirty) days in advance.  Module 1: Not applicable.
<b>Clause 9a Time period</b>	30 (thirty) days.

**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 which are set out in Table 1):

Annex	Details
<b>Annex I(A): List of Parties</b>	As set out in Annex I.A of the applicable EU SCCs (Module 1 or Module 2 as applicable).
<b>Annex I(B): Description of Transfer</b>	As set out in Annex I.B of the applicable EU SCCs and as further described in Annex 1 of the DPA.
<b>Annex II: Technical and Organisational Measures</b>	As set out in Annex II of the applicable EU SCCs. This Annex refers to and incorporates the Security Exhibit that applies to the Products and Services provided pursuant to the Agreement as agreed and executed between the Parties.
<b>Annex III: List of Sub-processors</b>	As set out in Annex III of the applicable EU SCCs (Modules 2 only). The up-to-date list of the AVEVA sub-processors is available at the AVEVA Legal Resources page.

**Table 4: Ending this Addendum when the Approved Addendum Changes**

Field	Details
<b>Ending this Addendum when the Approved Addendum changes</b>	Which Parties may end this Addendum as set out in Section 19:  <input checked="" type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> Neither Party

## Part 2: Mandatory Clauses

*Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.*

### Entering into this Addendum

- Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
- Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum shall have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

### Interpretation of this Addendum

- Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Term	Definition
<b>Addendum</b>	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
<b>Addendum EU SCCs</b>	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
<b>Appendix Information</b>	As set out in Table 3.
<b>Appropriate Safeguards</b>	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
<b>Approved Addendum</b>	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
<b>Approved EU SCCs</b>	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
<b>ICO</b>	The Information Commissioner.
<b>Restricted Transfer</b>	A transfer which is covered by Chapter V of the UK GDPR.
<b>UK</b>	The United Kingdom of Great Britain and Northern Ireland.
<b>UK Data Protection Laws</b>	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
<b>UK GDPR</b>	The United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

### **Hierarchy**

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the Parties, the Parties agree that, for Restricted Transfers, the hierarchy in Section 10 will apply.
10. Where there is any conflict or inconsistency between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

### **Incorporation of and changes to the EU SCCs**

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
  - (a) together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that transfer, and they provide Appropriate Safeguards for those data transfers;
  - (b) Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
  - (c) this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
  - (a) References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;

- (b) In Clause 2, delete the words:  
“and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679”;
- (c) Clause 6 (Description of the transfer(s)) is replaced with:  
“The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”;
- (d) Clause 8.7(i) of Module 1 is replaced with:  
“it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;
- (e) Clause 8.8(i) of Modules 2 and 3 is replaced with:  
“the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;
- (f) References to “Regulation (EU) 2016/679”, “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 (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
- (g) References to Regulation (EU) 2018/1725 are removed;
- (h) References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
- (i) The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
- (j) Clause 13(a) and Part C of Annex I are not used. The “competent supervisory authority” is the Information Commissioner;
- (k) Clause 16(e), sub-paragraph (i) is replaced with:  
“the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;
- (l) Clause 17 is replaced with:  
“These Clauses are governed by the laws of England and Wales.”;
- (m) Clause 18 is replaced with:  
“(a) Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. (b) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and
- (n) The footnotes to the Approved EU SCCs do not form part of this Addendum, except for footnotes 8, 9, 10 and 11.

### **Amendments to this Addendum**

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

18. From time to time, the ICO may issue a revised Approved Addendum which:
- (a) makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
  - (b) reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
- (a) its direct costs of performing its obligations under the Addendum; and/or
  - (b) its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.