

# Microsoft Customer Agreement

## Affiliate Data Processing Amendment (with EU Standard Contractual Clauses)

### Preamble

The entity accepting these terms ("Covered Affiliate") is an Affiliate of Customer. Customer and Microsoft have entered into the Agreement identified above (the "Agreement"), as well as the Data Processing Agreement and Standard Contractual Clauses. Covered Affiliate is accepting these terms Affiliate Data Processing Amendment ("Amendment") so that it is also a signatory to the Data Processing Agreement and Standard Contractual Clauses.

Capitalized terms used but not defined in this Amendment will have the meanings provided in Customer's Agreement.

Now, therefore, Microsoft and Covered Affiliate agree as follows:

#### 1. *Standard Contractual Clauses.*

Microsoft and Covered Affiliate agree to be bound by one of the following (in either case the "Data Processing Agreement and Standard Contractual Clauses" contained in the Data Protection Terms (including the Standard Contractual Clauses, set forth in the Online Services Terms) or the Terms of the Online Services Data Processing Agreement (with EU Standard Contractual Clauses) associated with applicable previously processed DPA with EU Standard Contractual Clauses amendment or as provided by Customer to Covered Affiliate.

#### 2. *Enforcement of Rights and Microsoft Obligations under the Standard Contractual Clauses.*

For the avoidance of doubt, Covered Affiliate is entitled to enforce and make use of all rights and obligations under the Data Processing Agreement and Standard Contractual Clauses only. Covered Affiliate is not entitled to enforce or make use of any rights under the Agreement, except to the extent Covered Affiliate is part of Customer's Enterprise in which case it may use Products licensed under the Agreement.

If Covered Affiliate would like to exercise its rights under the Data Processing Agreement and Standard Contractual Clauses, Covered Affiliate may only do so by having Customer act on its behalf. When interpreting the Standard Contractual Clauses with respect to a Covered Affiliate that is not established in the European Union, the term "Member State in which the data exporter is established" will be interpreted to mean the Member State in which Customer is established.

#### 3. *Miscellaneous.*

- a. **Confidentiality.** Covered Affiliate will treat the terms and conditions of this Amendment, the contents of the Information Security Policy, the Microsoft Audit Report and the Summary Report as confidential and shall not disclose them to any third party except for Customer's or Covered Affiliate's auditors or consultants that need access to this information for the purpose of this business relationship as articulated in this Amendment.
- b. **Term and termination.** This Amendment shall automatically terminate upon any termination of the Customer's Agreement.
- c. **Order of Precedence.** If there is a conflict between any provision in this Amendment and any provision in the Agreement, this Amendment shall control.
- d. **Entire Agreement.** Except for changes made by this Amendment, the Agreement remains unchanged and in full force and effect.