

Data Processing Addendum

2026-01-28 - India

Schedule #3: Cross-Border Transfer Mechanisms

1. **Definitions.** Capitalized terms not defined in this Schedule are defined in the DPA.

- 1.1. **“EU Standard Contractual Clauses”** or **“EU SCCs”** means the Standard Contractual Clauses approved by the European Commission in decision 2021/914.
- 1.2. **“UK International Data Transfer Agreement”** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, in force as of March 21, 2022.
- 1.3. In addition:

“Designated EU Governing Law” means:	Ireland
“Designated EU Member State” means:	Ireland

2. **EU Transfers.** Where Client Personal Data is protected by EU GDPR and is subject to a Restricted Transfer, the following applies:

2.1. The EU SCCs are hereby incorporated by reference as follows:

- (a) Module 2 (Controller to Processor) applies where Client is a Controller of Client Personal Data and Optel is a Processor of Client Personal Data;
- (b) Module 3 (Processor to Processor) applies where Client is a Processor of Client Personal Data (on behalf of a third-party Controller) and Optel is a Processor of Client Personal Data;
- (c) Client is the "data exporter" and Optel is the "data importer"; and
- (d) by entering into this DPA, each party is deemed to have signed the EU SCCs (including their Annexes) as of the DPA Effective Date.

2.2. For each Module, where applicable the following applies:

- (a) the optional docking clause in Clause 7 does not apply;
- (b) in Clause 9, Option 2 will apply, the minimum time period for prior notice of Subprocessor changes shall be as set out in Section 4.3 of this DPA, and Optel shall fulfill its notification obligations by notifying Client of any Subprocessor changes in accordance with Section 4.3 of this DPA;
- (c) in Clause 11, the optional language does not apply;
- (d) in Clause 13, all square brackets are removed with the text remaining;
- (e) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Designated EU Governing Law;
- (f) in Clause 18(b), disputes will be resolved before the courts of the Designated EU Member State;
- (g) Schedule 1 (Subject Matter and Details of Processing) to this DPA contains the information required in Annex 1 of the EU SCCs; and

- (h) Schedule 2 (Technical and Organizational Measures) to this DPA contains the information required in Annex 2 of the EU SCCs.
- 2.3. Where context permits and requires, any reference in this DPA to the EU SCCs shall be read as a reference to the EU SCCs as modified in the manner set forth in this Section 2.
3. **Swiss Transfers.** Where Client Personal Data is protected by the FADP and is subject to a Restricted Transfer, the following applies:
- 3.1. The EU SCCs apply as set forth in Section 2 (EU Transfers) of this Schedule 3 with the following modifications:
- (a) in Clause 13, the competent supervisory authority shall be the Swiss Federal Data Protection and Information Commissioner;
 - (b) in Clause 17 (Option 1), the EU SCCs will be governed by the laws of Switzerland;
 - (c) in Clause 18(b), disputes will be resolved before the courts of Switzerland;
 - (d) the term Member State must not be interpreted in such a way as to exclude Data Subjects in Switzerland from enforcing their rights in their place of habitual residence in accordance with Clause 18(c); and
 - (e) all references to the EU GDPR in this DPA are also deemed to refer to the FADP.
4. **UK Transfers.** Where Client Personal Data is protected by the UK GDPR and is subject to a Restricted Transfer, the following applies:
- 4.1. The EU SCCs apply as set forth in Section 2 (EU Transfers) of this Schedule 3 with the following modifications:
- (a) each party shall be deemed to have signed the “UK Addendum to the EU Standard Contractual Clauses” (“**UK Addendum**”) issued by the Information Commissioner’s Office under section 119 (A) of the Data Protection Act 2018;
 - (b) the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of Client Personal Data;
 - (c) in Table 1 of the UK Addendum, the parties’ key contact information is located in Schedule 1 (Subject Matter and Details of Processing) to this DPA;
 - (d) in Table 2 of the UK Addendum, information about the version of the EU SCCs, modules and selected clauses which this UK Addendum is appended to are located above in this Schedule 3;
 - (e) in Table 3 of the UK Addendum:
 - (i) the list of parties is located in Schedule 1 (Subject Matter and Details of Processing) to this DPA;
 - (ii) the description of transfer is located in Schedule 1 (Subject Matter and Details of Processing) to this DPA;
 - (iii) Annex II is located in Schedule 2 (Technical and Organizational Measures) to this DPA; and
 - (iv) the list of Subprocessors is located in Schedule 1 (Subject Matter and Details of Processing) to this DPA.

- (f) in Table 4 of the UK Addendum, both the Importer and the Exporter may end the UK Addendum in accordance with its terms (and the respective box for each is deemed checked); and
- (g) in Part 2: Part 2 - Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with section 119 (A) of the Data Protection Act 2018 on 2 February 2022, as it is revised under section 18 of those Mandatory Clauses.