

This Commvault Customer Data Agreement, including all schedules attached hereto (the “**Data Agreement**”), is incorporated into and subject to the Master Terms and Conditions (the “**Agreement**”) entered into by and between Customer and Commvault. To execute this Data Agreement, Customer should complete Customer’s information and return the fully executed Data Agreement to [contracts@commvault.com](mailto:contracts@commvault.com). The Data Agreement consists of the following parts: (A) Definitions & General Terms; (B) Data Processing Terms; and (C) Data Transfer Terms.

## PART A – Definitions & General Terms

### 1. Definitions

**Argentinian SCCS** means the standard contractual clauses attached to the Agency for Access to Public Information (AAIP) 198/2023 found at:

<https://www.boletinoficial.gob.ar/detalleAviso/primera/296189/20231018>.

**ASEAN MCCs** means the model contractual clauses as published by Association of Southeast Asian Nations found at: [https://asean.org/wp-content/uploads/3-ASEAN-Model-Contractual-Clauses-for-Cross-Border-Data-Flows\\_Final.pdf](https://asean.org/wp-content/uploads/3-ASEAN-Model-Contractual-Clauses-for-Cross-Border-Data-Flows_Final.pdf).

**CCPA/CPRA** means California Consumer Privacy Act (CCPA) of 2018, as amended by the California Privacy Rights Act (CPRA) in 2020.

**Data Protection Laws** means all privacy and data protection laws applicable to Commvault’s processing of Personal Data to provide the Solutions as described in the Agreement, including the GDPR, UK GDPR, CCPA/CPRA, and any other applicable national laws, regulations and secondary legislation relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.

**Data Subject** means the individual natural person to whom any Personal Data may relate.

**EU SCCs** means the standard contractual clauses attached to the European Commission’s Implementing Decision (EU) 2021/914 found at: [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj).

**EU SCCs C2P** means EU standard contractual clauses as implemented by the Decision (EU) 2021/915 of 4 June 2021 on standard contractual clauses between controllers and processors here: [https://eur-lex.europa.eu/eli/dec\\_impl/2021/915/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/915/oj).

**Ibero-American MCCs** means the model contractual clauses as published by Ibero-American Data Protection Network found at: <https://www.redipd.org/en/document/annex-model-contractual-clauses-en.pdf>.

**Personal Data** means any information relating to an identified or identifiable natural person, which is processed by Commvault in its role as a data processor for the purposes of providing the Solutions under the Agreement.

**Restricted Transfer** means any cross-border transfer of Personal Data that would be restricted by the Data Protection Laws in the absence of the EU SCCs, UK SCCs Argentinian SCCs, Ibero-American SCCs, ASEAN SCCs, or Saudi Arabia SCCs, as applicable, including appropriate addenda.

**Saudi Arabia SCCs** means the standard contractual clauses as published by Saudi Data & AI Authority found at:

<https://sdaia.gov.sa/Documents/StandardContractualClausesForPersonalDataTransferEN.pdf>.

**UK Addendum** means the International Data Transfer Addendum to EU SCCs, issued by the ICO under s119A(1) of the Data Protection Act 2018, version B1.0 and any updates or replacements as may be issued by the ICO from time to time in accordance with S119A(1).

**UK SCCs** means the UK Addendum, as amended or replaced from time to time, pursuant to Article 46 of the UK GDPR.

The terms “**controller**”, “**processor**”, “**process**” and “**supervisory authority**” and their derivatives and analogous terms shall have the same meaning as set out in applicable Data Protection Laws.

### 2. Controller to Processor Relation

The parties acknowledge and agree that with respect to the processing of Personal Data, Customer is the controller and Commvault is the processor.

### 3. Term, Termination, and Effect of Termination

This Data Agreement will remain in full force and effect so long as: (a) the Agreement remains in effect; or (b) Commvault retains any Customer provided Personal Data (the “**Term**”). Any provision of this Addendum that expressly or by implication should survive termination of the Agreement in order to protect Customer provided Personal Data will remain in full force and effect. Upon termination of the Agreement, Customer may retrieve their data from the Solutions in accordance with section 10 (“**Effect of Termination**”) of the Agreement. Upon the Customer’s written request, Commvault will either return or delete the Personal Data unless such data is required to be maintained by Data Protection Laws and shall be held by the terms of this Data Agreement.

### 4. Data Processing Locations

Subject to location commitments included in Commvault’s list of sub-processors, the locations of SaaS Solution supported data center regions are available here:

[https://documentation.commvault.com/saas/commvault\\_cloud\\_data\\_center\\_regions.html](https://documentation.commvault.com/saas/commvault_cloud_data_center_regions.html).

### 5. Updates

Commvault may modify this Data Agreement as required as a result of: (a) changes in Data Protection Laws; (b) a merger, acquisition, corporate reorganization or other similar occurrence; or (c) the release of new features, functions, products or services or material changes to any of the existing Solutions, upon thirty (30) days’ advance notice of any modifications. Any other amendments to this Data Agreement not covered in this section 5 shall be amended upon written agreement

between the parties. By continuing to use the Solutions after the effective date of any modifications to this Data Agreement, the Customer agrees to be bound by the modified Data Agreement.

## 6. Other

All capitalized terms used, but not defined in this Data Agreement shall have the meanings set forth in the Agreement. In the event of an express conflict between the Agreement and the Data Agreement, the terms of the Data Agreement shall prevail. To the extent of any conflict or inconsistency between any of the standard contractual clauses referenced in this Data Agreement and the remainder of the Data Agreement and/or Agreement, the relevant standard contractual clauses will prevail.

## PART B – Data Processing Terms

**For all Commvault Customers subject to GDPR and/or for Customers opting to be bound by EU SCCs C2P following terms shall apply:**

1. This Data Agreement incorporates standard contractual clauses as implemented by the [Decision \(EU\) 2021/915](#) of 4 June 2021 on standard contractual clauses between controllers and processors, with following modifications and selections as expressly allowed for by the abovementioned decision:
  - a. Clause 1 – choice of relevant option: Option 1
  - b. Clause 5 – inclusion of the optional Docking clause
  - c. Clause 7.7 – choice of relevant option: Option 1: Prior specific Authorization and 30-day period form submitting authorization request.
  - d. Clause 8(c).(4) – choice of relevant option: Option 1
  - e. Clause 9.1(b), 9.1(c) and 9.2 – choice of relevant option: Option 1
  - f. With respect to Annex I, the Name and Contact Information of the Controller shall be that of the Customer as set forth in this Data Agreement, and the Name and Contact Information of the Processor shall be that of Commvault as set forth in this Data Agreement.
  - g. With respect to Annex II – Description of the processing is addressed here: <https://trust.commvault.com/resources>.
  - h. With respect to Annex III – Technical and organizational measures is addressed here: <https://trust.commvault.com/resources>.
  - i. With respect to Annex IV – List of sub-processors is addressed here: <https://trust.commvault.com/subprocessors>.
2. Nothing in the Data Agreement is intended to modify or contradict any EU SCCs C2P or prejudice the fundamental rights or freedoms of data subjects under applicable Data Protection Laws.

**For all other Commvault Customers following data processing terms shall apply:**

### a. Rights and Obligations

Commvault shall Process the Customer provided Personal Data only on documented instructions from the Customer, unless otherwise required by applicable Data Protection Laws. The parties agree that the Agreement and this Data Agreement, as well as Customer's use of the Solutions, shall constitute the Customer's instructions for the processing of Personal Data. Each Party shall comply with its respective obligations under the Data Protection Laws.

Customer shall:

- a. ensure the ongoing accuracy, quality, and legality of Customer provided Personal Data and the means by which the Customer acquired Personal Data;
- b. comply with all necessary transparency and lawfulness requirements under applicable Data Protection Law for the collection and use of Customer provided Personal Data, including, but not limited to, obtaining any necessary consents and authorizations from Data Subjects;
- c. ensure it has the right to transfer, or provide access to, Customer provided Personal Data to Commvault for processing in accordance with the terms of the Agreement; and
- d. ensure that its instructions to Commvault regarding the processing of Customer provided Personal Data are lawful and comply with, and do not cause Commvault to violate, applicable laws, including the Data Protection Laws. Accordingly, it shall be sole the responsibility of the Customer to identify and verify, as necessary, the relevant Data Protection Law(s) that may apply to Customer provided Personal Data.

Customer shall promptly inform Commvault if any of the foregoing representations are no longer accurate.

As required by Data Protection Laws, Commvault shall keep a written record of its processing activities with respect to the Personal Data. Customer's audit rights with respect to Personal Data are specified in the Agreement and this Data Agreement. To the extent required by applicable Data Protection Laws, Commvault will immediately inform the Customer if, in Commvault's opinion, any Customer instruction would violate applicable Data Protection Laws.

### b. Sub-processors

Customer authorizes and agrees that Commvault may engage third-party sub-processors in connection with its performance of the Agreement and this Data Agreement. The current list of approved sub-processors is set forth at: <https://trust.commvault.com/subprocessors>.

Commvault will provide Customer with thirty (30) days' notice (the "Notice Period") prior to adding or replacing any sub-processor by notifying Customer in accordance with the notice section of the Agreement. In the event Customer reasonably objects to the addition or replacement of such sub-processor, Customer will provide Commvault written notice of its objection and its reasonable grounds for objection within the Notice Period and the parties will discuss in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, Commvault will either not appoint the new sub-processor with respect to Customer's use of the Solutions, or permit Customer to suspend or terminate the affected Solutions without liability to either party.

Commvault will impose data protection terms on those sub-processors that provide at least the same level of protection as those in this Data Agreement, to the extent applicable to the nature of the services provided by such sub-processors. Commvault will remain responsible for each sub-processor's compliance with the obligations of this Data Agreement and for any acts or omissions of such Sub-processor that cause Commvault to breach any of its obligations under this Data Agreement.

#### c. Data requests

Commvault shall, to the extent required by applicable Data Protection Law, notify Customer if Commvault receives any valid requests from a data subject identified in connection with Customer's subscription to exercise his or her individual rights under Data Protection Law.

Commvault shall, to the extent permitted by law and taking into account the nature of the processing, provide reasonable assistance to Customer in responding to valid requests from data subjects under the Data Protection Laws.

Commvault will promptly notify Customer if Commvault receives a request from a data subject to exercise his or her rights under applicable Data Protection Laws with respect to Customer provided Personal Data ("Data Subject Request"). Customer shall be solely responsible for responding to any such Data Subject Request or communications involving Customer provided Personal Data. Commvault shall, to the extent legally required, provide reasonable assistance to Customer to respond to any Data Subject Requests or requests from data protection authorities relating to the processing of Customer provided Personal Data.

#### d. US Specific Provisions

The parties agree to comply with applicable privacy laws of the United States. To the extent that Commvault accesses, hosts, retrieves, or processes any personal data, personal information, or personally identifiable information in connection with the use of Solutions provisioned under this Agreement which constitutes "Personal Information" of a "Consumer", as both terms are defined in CCPA/CPRA, Commvault and Customer agree to the following:

- a. Parties agree and acknowledge that Customer is a "Business" and Commvault is a "Service Provider" as both terms are defined in CCPA/CPRA;
- b. Commvault will not Sell or Share Personal Information (as the term "Sell" or "Share" is defined in the CCPA/CPRA);
- c. Commvault will not retain, use, or disclose Personal Information: (i) for purposes other than for the specific purpose of providing Solutions under this Agreement; (ii) for a Commercial Purpose other than providing the Solutions, or (iii) outside of a direct business relationship between parties; and
- d. Commvault will not combine the personal information it receives from, or on behalf of, Customer with personal information that Commvault receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, provided that Commvault may combine the personal information to perform any business purpose as defined in regulations adopted

pursuant to paragraph (10) of subdivision (a) of Section 1798.185, except as provided for in paragraph (6) of subdivision (e) of this section and in regulations adopted by the California Privacy Protection Agency.

### PART C – Data Transfer Terms

1. To the extent applicable, for Personal Data transferred from a European Union member state, United Kingdom and/or Switzerland, Commvault makes available transfers based on following mechanisms, with order of precedence as listed below:
  - a. EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF);
  - b. EU SCCs Module Two (Controller to Processor).
2. **European Union.** The parties agree for the purposes of the EU SCCs:
  - a. Clause 7 – inclusion of the optional Docking clause.
  - b. Clause 9 – choice of relevant option: Option 1: Prior specific Authorization and 30-day period form submitting authorization request.
  - c. Clause 11 (a) – exclusion of the optional Redress clause.
  - d. Clause 17 – choice of relevant option: Option 1. The Parties agree that this shall be the law of Netherlands.
  - e. With respect to Annex II – Description of the processing is addressed here: <https://trust.commvault.com/resources>.
  - f. With respect to Annex III – Technical and organizational measures is addressed here: <https://trust.commvault.com/resources>.
  - g. With respect to Annex IV – List of sub-processors is addressed here: <https://trust.commvault.com/subprocessors>.
3. **Switzerland.** This clause applies solely to transfers of personal data from Switzerland to data importers located outside of Switzerland, insofar as the data transfer is governed by FADP and is subject to EU SCCs Module Two. In such case parties agree, that the EU Standard Contractual Clauses (as above) will be governed by the law of Switzerland and any dispute arising from the EU Standard Contractual Clauses will be resolved by the courts of Switzerland and subject to supervisory authority of the FDPIC. The term "member state" used in Standard Contractual Clauses must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18c of the Standard Contractual Clauses. The references to the GDPR should be understood as references to the FADP insofar as the data transfers are subject to the FADP.
4. **United Kingdom.** This clause applies solely to transfers of personal data from the United Kingdom of Great Britain and Northern Ireland to data importers located outside of UK, insofar as the data transfer is governed by applicable UK data protection laws, including amongst others, the UK GDPR and is subject to EU SCCs Module Two. The Parties

agree to be bound by and incorporate to this Addendum and the EU Standard Contractual Clauses by reference any additional modifications and amendments required by the UK Transfer Addendum.

## International data transfer addendum to the European Commission's standard contractual clauses for international data transfers

**Table 1: Parties**

|                                                              |                                                                                                                                                                                                                                                                                                                                                                     |                                                 |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>Start date</b>                                            | As per effective date of relevant purchase order                                                                                                                                                                                                                                                                                                                    |                                                 |
| <b>The Parties</b>                                           | Exporter (who sends the Restricted Transfer) - further                                                                                                                                                                                                                                                                                                              | Importer (who receives the Restricted Transfer) |
| <b>Parties' details</b>                                      | Customer and its affiliates                                                                                                                                                                                                                                                                                                                                         | Commvault Systems Inc.                          |
| <b>Key Contact</b>                                           | As indicated in the signature page.                                                                                                                                                                                                                                                                                                                                 | As indicated in the signature page.             |
| <b>Signature (if required for the purposes of Section 2)</b> | By executing the Data Processing Terms and the Data Transfer Terms, parties agree to be bound by the mandatory clauses of the <a href="#">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</a> with the adaptations as set out herein. |                                                 |

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

|                         |                                                                         |
|-------------------------|-------------------------------------------------------------------------|
| <b>Addendum EU SCCs</b> | The version of the Approved EU SCCs which this Addendum is appended to. |
|-------------------------|-------------------------------------------------------------------------|

**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), and which for this Addendum is set out in:

**Role:** Controller / Data Exporter / Business

**Company Name:**

**Company Address:**

**Contact person's name, position, and contact details:**

**Activities relevant to the data transferred under these Clauses:** Provision of the Commvault Solutions

**Signature and accession date:**

**Annex 1A: List of Parties:** As set out in the signature page.

**Annex 1B: Description of Transfer:** As set forth at <https://trust.commvault.com/resources>.

**Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:** As set forth at <https://trust.commvault.com/resources>.

**Annex III: List of sub-processors (Modules 2 and 3 only):** As set forth at <https://trust.commvault.com/subprocessors>.

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

| Ending this Addendum when the Approved Addendum changes | Which Parties may end this Addendum as set out in Table 1: Parties                                                                     |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
|                                                         | <input checked="" type="checkbox"/> Importer<br><input checked="" type="checkbox"/> Exporter<br><input type="checkbox"/> neither Party |

- Argentina.** This clause applies solely to transfers of personal data from Argentina to data importers located outside Argentina insofar as the transfers are governed by applicable Argentinian data protection laws. For any such transfers, Argentinian SCCs shall apply which are incorporated to this Data Agreement by reference. No optional clauses apply.
- LATAM.** This clause applies solely to transfers of personal data from LATAM jurisdictions recognizing Ibero-American MCCs to data importers located outside of those jurisdictions. For any such transfers, the Ibero-American MCCs shall apply. No optional clauses apply.
- ASEAN.** This clause applies solely to transfers of personal data from ASEAN jurisdictions recognizing ASEAN MCCs to data importers located outside of those jurisdictions. For any such transfers, the ASEAN SCCs shall apply. Asean MCC s Module 1 applies. No optional clauses apply except as specified below: (i) clause 3.10 – without undue delay; (ii) clause 4.10 – Singapore; (iii) clause 1.5 of the Additional Terms – in such manner as the Data Subjects may determine.

**Role:** Processor / Data Importer / Service Provider

**Company Name:** Commvault Systems, Inc.

**Company Address:** 1 Commvault Way, Tinton Falls, NJ 07724, USA

**Contact person's name, position and contact details:**  
Global Privacy Office ([privacy@commvault.com](mailto:privacy@commvault.com))

**Activities relevant to the data transferred under these Clauses:** Provision of the Commvault Solutions

**Signature:**