



South Africa Addendum to the EU Controller to Processor Standard Contractual Clauses

This South Africa Addendum ("Addendum") to the EU Controller to Processor Standard Contractual Clauses is incorporated into the Data Processing Addendum ("DPA") made by and between Veeva Systems Inc. ("data importer") and Customer ("data exporter"). In the event of a conflict between the terms of this Addendum and the terms of the DPA, the terms of this Addendum will control. All capitalized terms not defined in this Addendum have the definition set forth in the Agreement.

1. Definitions and Interpretation

- 1.1. The parties agree that the EU Standard Contractual Clauses (Controller-to-Processor) which are posted to veeva.com/contracts, are hereby incorporated by reference into this Addendum and shall form an integral part hereof, as if set out in full herein.
- 1.2. The parties agree to comply with these terms to the extent (1) these terms are applicable to the Personal Data (including data of "juristic persons") provided to data importer by or on behalf of data exporter under the Agreement within the scope of the transfer and the Services to which data exporter then subscribes under the Agreement, and (2) the transfer of Personal Data is made to a country or territory that does not benefit from an adequacy decision from the Supervisory Authority.
- 1.3. "POPIA" means the South African Protection of Personal Information Act 4 of 2013, as amended.
- 1.4. "Supervisory Authority" means the Information Regulator as defined under POPIA.
- 1.5. References in the EU SCCs to the "General Data Protection Regulation" and "Regulation (EU) 2016/679" shall be interpreted as references to POPIA and references to the "Union", "EU", and "EU Member State" shall be interpreted as references to South Africa.
- 1.6. This Addendum shall operate to provide appropriate safeguards as required by Article 72 of POPIA.

2. Amendments to the EU SCCs

The parties agree that regarding restricted transfers covered by this Addendum, the EU SCCs shall be varied as follows:

2.1. Security and Personal Data Breach (Replacing Clause 8.6(a) and 8.6(c))

(a) Data importer shall implement and maintain appropriate organizational, administrative, physical and technical safeguards designed to protect against a Personal Data Breach (as defined in the DPA) and to provide a level of security appropriate to the risk posed. Data importer shall regularly review and modify its security measures to reflect changing technology, laws and regulations, risk, industry and security practices and other business needs.

(c) Data importer shall notify the data exporter without undue delay and no later than seventy-two (72) hours upon becoming aware of a Personal Data Breach. The parties agree that this section constitutes notice by data importer to data exporter of the ongoing existence and occurrence of attempted but unsuccessful Personal Data Breaches (which include but are not limited to pings and other broadcast attacks on Veeva's firewall, port scans, unsuccessful log-on attempts and denials of service), to the extent that Applicable Law requires such notice.

2.2. Sensitive Data (Replacing Clause 8.7)

Where the transfer involves Personal Data revealing racial or ethnic origin, political persuasion, religious or philosophical beliefs, or trade union membership, biometric data, data concerning health or a person's sex life, or data relating to criminal convictions or offences, which constitute special personal information under POPIA or relates to Personal Data concerning children under the age of 18 years old (hereinafter 'sensitive data'), the data importer shall apply the safeguards described in Annex I.B.

2.3. Onward Transfers (Replacing Clause 8.8)

The data importer shall only disclose the Personal Data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the Republic



of South Africa (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, or if:

(a) the onward transfer is to a country that ensures an adequate level of data protection, as described in section 72(1)(a) of POPIA; or

(b) the third party otherwise ensures appropriate safeguards or reliance is placed on another solution, basis or derogation that facilitates the lawful transfer of Personal Data to a recipient established in a third country pursuant to section 72(1) of POPIA with respect to the processing in question.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

2.4. Data Processing Principles (New Clause 8.10)

To the extent possible, data importer shall Process Personal Data in accordance with POPIA's core data protection standards to ensure an "adequate level of protection" as required under Section 72(1)(a) of POPIA. The parties expressly acknowledge and agree that because the data importer provides cloud-based software services and does not have logical control over the Personal Data residing therein, data importer's ability to execute these standards is inherently limited to the secure provision of the services infrastructure. Data exporter remains solely responsible for ensuring that its collection, upload, and processing of Personal Data within the cloud-based software services complies with these statutory conditions.

2.5. Governing Law and Dispute Resolution (Replacing Clauses 17 and 18)

These Clauses shall be governed by the laws of South Africa. Any dispute arising from these Clauses shall be resolved by a competent court of South Africa.

2.6. Information Regulator (Replacing Clause C.a in Annex I)

The competent supervisory authority is the Information Regulator:

Physical Address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001

Postal Address: P.O. Box 31533, Braamfontein, Johannesburg, 2017

Email: enquiries@inforegulator.org.za / POPIAComplaints@inforegulator.org.za

Website: <https://inforegulator.org.za/>