Forecast
An Accelo Company

Data Processing Addendum

Updated March 2026

This Data Processing Addendum (this "Addendum") is incorporated into and forms part of the Terms and Conditions (which govern all access to or use of the Services set forth in Orders referencing the Terms and form the parties "Agreement") between Forecast ("Forecast") and the Customer identified in the Agreement ("Customer") and is effective as of the Effective Date (as defined in the Agreement).

Capitalized terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement. Except as expressly modified below, the terms of the Agreement shall remain in full force and effect.

The parties hereby agree that the terms and conditions set out below shall be added as an addendum to the Agreement. The following obligations shall only apply to the extent required by Data Protection Laws with regard to the relevant Customer Personal Data, if applicable.

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1. Definitions

1.1. "Controller" means an entity that determines the purposes and means of the Processing of Personal Data.

1.2. "Customer Personal Data" means Personal Data contained in Customer Content that is Processed by Forecast on behalf of Customer to perform the Services under the Agreement.

1.3. "Data Protection Laws" means the data privacy and security laws and regulations of any jurisdiction applicable to the Processing of Customer Personal Data, including, in each case to the extent applicable, European Data Protection Laws and United States Data Protection Laws.

1.4. "Data Subject" means the identified or identifiable natural person who is the subject of Personal Data.

1.5. "European Data Protection Laws" means, in each case to the extent applicable: (a) the EU General Data Protection Regulation 2016/679 ("GDPR"); (b) the GDPR 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 ("UK GDPR"), the Data Protection Act of 2018, and all other laws relating to data protection, the processing of personal data, privacy, or electronic communications in force from time to time in the United Kingdom (collectively, "UK Data Protection Laws"); (c) the Swiss Federal Act on Data Protection ("Swiss FADP"); and (d) any other applicable law, rule, or regulation related to the protection of Customer Personal Data in the European Economic Area, United Kingdom, or Switzerland that is already in force or that will come into force during the term of this Addendum.

1.6. "Personal Data" means information that constitutes "personal information," "personal data," "personally identifiable information," or similar term under Data Protection Laws.

1.7. "Process" means any operation or set of operations performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, alignment, combination, restriction, erasure, destruction or disclosure by transmission, dissemination or otherwise making available.

1.8. "Processor" means an entity that Processes Personal Data on behalf of a Controller.

1.9. "Security Incident" means a breach of Forecast's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data in Forecast's possession, custody, or control. "Security Incident" does not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, or other network attacks on firewalls or networked systems.

1.10. "Standard Contractual Clauses" means, as applicable, Module Two (Transfer controller to processor) or Module Three (Transfer processor to processor) of the standard contractual clauses approved by the European Commission's implementing decision (C(2021)3972) of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/678 of the European Parliament and of the Council (available at: https://eur-lex.europa.eu/legal-

content/EN/TXT/?uri=CELEX%3A32021D0914&qid=1688587744942), as supplemented or modified by Appendix 2.

1.11. "Subprocessor" means any Processor appointed by Forecast to Process Customer Personal Data on behalf of Customer under the Agreement.

1.12. "Supervisory Authority" means an independent competent public authority established or recognized under Data Protection Laws.

1.13. "United States Data Protection Laws" means, in each case to the extent applicable: (a) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and its implementing regulations (collectively, "CCPA"); (b) the Virginia Consumer Data Protection Act ("VCDPA"); (c) the Colorado Privacy Act and its implementing regulations ("CPA"); (d) the Utah Consumer Privacy Act ("UCPA"); (e) the Connecticut Data Privacy Act ("CTDPA"); (f) the Texas Data Privacy and Security Act ("TDPSA"); (g) the Montana Consumer Data Privacy Act ("MCDPA"); (h) the Oregon Consumer Privacy Act ("OCPA"); (i) the Delaware Personal Data Privacy Act ("DPDPA"); (j) the New Hampshire Privacy Act ("NHPA"); (k) the Iowa Consumer Data Protection Act ("ICDPA"); (l) the Indiana Consumer Data Protection Act; (m) the Tennessee Information Protection Act ("TIPA"); (n) the Maryland Online Data Privacy Act ("MODPA"); and (o) any other applicable law or regulation related to the protection of Customer Personal Data in the United States that is already in force or that will come into force during the term of this Addendum.

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2. Processing of Customer Personal Data

2.1. Roles of the Parties; Compliance. The parties acknowledge and agree that, as between the parties, with regard to the Processing of Customer Personal Data under the Agreement, Customer is a Controller and Forecast is a Processor. In some circumstances, the parties acknowledge that Customer may be acting as a Processor to a third-party Controller in respect of Customer Personal Data, in which case Forecast will remain a Processor with respect to the Customer in such event. Each party will comply with the obligations applicable to it in such role under Data Protection Laws with respect to the Processing of Customer Personal Data.

2.2. Customer Instructions. Forecast will Process Customer Personal Data only in accordance with Customer's documented instructions unless otherwise required by

applicable law, in which case Forecast will inform Customer of such Processing unless notification is prohibited by applicable law. Customer hereby instructs Forecast to Process Customer Personal Data: (a) to provide the Services to Customer; (b) to perform its obligations and exercise its rights under the Agreement and this Addendum; and (c) as necessary to prevent or address technical problems with the Services. Forecast will notify Customer if, in its opinion, an instruction of Customer infringes upon Data Protection Laws. Customer's instructions for the Processing of Customer Personal Data shall comply with Data Protection Laws. Customer shall be responsible for: (i) giving adequate notice and making all appropriate disclosures to Data Subjects regarding Customer's use and disclosure and Forecast's Processing of Customer Personal Data; and (ii) obtaining all necessary rights, and, where applicable, all appropriate and valid consents to disclose such Customer Personal Data to Forecast to permit the Processing of such Customer Personal Data by Forecast for the purposes of performing Forecast's obligations under the Agreement or as may be required by Data Protection Laws. Customer shall notify Forecast of any changes in, or revocation of, the permission to use, disclose, or otherwise Process Customer Personal Data that would impact Forecast's ability to comply with the Agreement, this Addendum, or Data Protection Laws.

2.3. Details of Processing. The parties acknowledge and agree that the nature and purpose of the Processing of Customer Personal Data, the types of Customer Personal Data Processed, the categories of Data Subjects, and other details regarding the Processing of Customer Personal Data are as set forth in Appendix 1.

2.4. Processing Subject to the CCPA. As used in this Section 2.4, the terms "Sell," "Share," "Business Purpose," and "Commercial Purpose" shall have the meanings given in the CCPA and "Personal Information" shall mean any personal information (as defined in the CCPA) contained in Customer Personal Data. Forecast will not: (a) Sell or Share any Personal Information; (b) retain, use, or disclose any Personal Information (i) for any purpose other than for the Business Purposes specified in the Agreement, including for any Commercial Purpose other than the Business Purposes specified in the Agreement, or as otherwise permitted by the CCPA, or (ii) outside of the direct business relationship between Customer and Forecast; or (c) combine Personal Information received from, or on behalf of, Customer with Personal Data received from or on behalf of any third party, or collected from Forecast's own interaction with Data Subjects, except to perform any Business Purpose permitted by the CCPA. Forecast hereby certifies that it understands the foregoing restrictions under this Section 2.4 and will comply with them. The parties acknowledge that the Personal Information disclosed by Customer to Forecast is provided to Forecast only for the limited and specified

purposes set forth in the Agreement and this Addendum. Forecast will comply with applicable obligations under the CCPA and provide the same level of privacy protection to Personal Information as is required by the CCPA. Customer has the right to take reasonable and appropriate steps to help ensure that Forecast uses the Personal Information transferred in a manner consistent with Customer's obligations under the CCPA by exercising Customer's audit rights in Section 8. Forecast will notify Customer if it makes a determination that Forecast can no longer meet its obligations under the CCPA. If Forecast notifies Customer of unauthorized use of Personal Information, Customer will have the right to take reasonable and appropriate steps to stop and remediate such unauthorized use by limiting the Personal Information shared with Forecast, terminating the portion of the Agreement relevant to such unauthorized use, or such other steps mutually agreed between the parties in writing.

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3. Confidentiality

Forecast shall take reasonable steps to ensure that Forecast personnel who Process Customer Personal Data are subject to obligations of confidentiality or are under an appropriate statutory obligation of confidentiality with respect to such Customer Personal Data.

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4. Security

4.1. Security Measures. Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Forecast shall implement appropriate technical and organizational measures designed to ensure a level of security appropriate to the risk.

4.2. Security Incidents. Upon becoming aware of a confirmed Security Incident, Forecast will: (a) notify Customer of the Security Incident without undue delay after becoming aware of the Security Incident; and (b) take reasonable steps to identify the cause of such Security Incident, minimize harm, and prevent a recurrence. Forecast will take reasonable steps to provide Customer with information available to Forecast that Customer may reasonably require to comply with its obligations under Data Protection

Laws. Forecast's notification of or response to a Security Incident under this Section 4.2 will not be construed as an acknowledgement by Forecast of any fault or liability with respect to the Security Incident.

4.3. Customer Responsibilities. Customer agrees that, without limitation of Forecast's obligations under this Section 4, Customer is solely responsible for its use of the Services, including: (a) making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Customer Personal Data; and (b) securing any account authentication credentials, systems, and devices Customer uses to access or connect to the Services, where applicable. Without limiting Forecast's obligations hereunder, Customer is responsible for reviewing the information made available by Forecast relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Data Protection Laws.

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5. Subprocessing

Subject to the requirements of this Section 5, Customer generally authorizes Forecast to engage Subprocessors as Forecast considers reasonably appropriate for the Processing of Customer Personal Data. A list of Forecast’s Subprocessors, including their functions and locations, is available upon Customer’s request and may be updated by Forecast from time to time in accordance with this Section 5. When engaging any Subprocessor, Forecast will enter into a written contract with such Subprocessor containing data protection obligations not less protective than those in this Addendum. Forecast shall be liable for the acts and omissions of the Subprocessor to the extent Forecast would be liable under the Agreement and this Addendum.

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6. Data Subject Rights

Forecast will, taking into account the nature of the Processing of Customer Personal Data and the functionality of the Services, provide reasonable assistance to Customer by appropriate technical and organizational measures, insofar as this is possible, as necessary for Customer to fulfill its obligations under Data Protection Laws to respond to requests by Data Subjects to exercise their rights under Data Protection Laws. Forecast reserves the right to charge Customer on a time and materials basis in the

event that Forecast considers that such assistance is onerous, complex, frequent, or time consuming. If Forecast receives a request from a Data Subject under any Data Protection Laws with respect to Customer Personal Data, Forecast will advise the Data Subject to submit the request to Customer and Customer will be responsible for responding to any such request.

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7. Assessments and Prior Consultations

In the event that Data Protection Laws require Customer to conduct a data protection impact assessment, transfer impact assessment, or prior consultation with a Supervisory Authority in connection with Forecast's Processing of Customer Personal Data, following written request from Customer, Forecast shall use reasonable commercial efforts to provide relevant information and assistance to Customer to fulfil such request, taking into account the nature of Forecast's Processing of Customer Personal Data and the information available to Forecast. Forecast reserves the right to charge Customer on a time and materials basis in the event that Forecast considers that such assistance is onerous, complex, frequent, or time consuming.

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8. Relevant Records and Audit Rights

8.1. Review of Information and Records. Upon Customer's reasonable written request, Forecast will make available to Customer all information in Forecast's possession reasonably necessary to demonstrate Forecast's compliance with Data Protection Laws and Forecast's obligations set out in this Addendum. Such information will be made available to Customer no more than once per calendar year and subject to the confidentiality obligations of the Agreement or a mutually-agreed non-disclosure agreement.

8.2. Audits. If Customer requires information for its compliance with Data Protection Laws in addition to the information provided under Section 8.1, at Customer's sole expense and to the extent Customer is unable to access the additional information on its own, Forecast will allow for, cooperate with, and contribute to reasonable assessments and audits, including inspections, by Customer or an auditor mandated by Customer ("Mandated Auditor"), provided that (a) Customer provides Forecast with

reasonable advance written notice including the anticipated date of the audit, the proposed scope of the audit, and the identity of any Mandated Auditor, which shall not be a competitor of Forecast; (b) Forecast approves the Mandated Auditor in writing, with such approval not to be unreasonably withheld; (c) the audit is conducted during normal business hours and in a manner that does not have any adverse impact on Forecast's normal business operations; (d) Customer or any Mandated Auditor complies with Forecast's standard safety, confidentiality, and security policies or procedures in conducting any such audits; (e) any records, data, or information accessed by Customer or any Mandated Auditor in the performance of any such audit, or any results of any such audit, will be deemed to be the Confidential Information of Forecast and subject to a nondisclosure agreement to be provided by Forecast; and (f) Customer may initiate such audit not more than once per calendar year unless otherwise required by a Supervisory Authority or Data Protection Laws.

8.3. Results of Audits. Customer will promptly notify Forecast of any non-compliance discovered during the course of an audit and provide Forecast any reports generated in connection with any audit under this Section, unless prohibited by Data Protection Laws or otherwise instructed by a Supervisory Authority. Customer may use the audit reports solely for the purposes of meeting Customer's audit requirements under Data Protection Laws to confirm that Forecast's Processing of Customer Personal Data complies with this Addendum.

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9. Data Transfers

9.1. Data Processing Facilities. Forecast's primary application infrastructure for the Services is hosted within the European Economic Area, with primary hosting in Ireland and backup infrastructure in Germany (together, the "Primary Processing Locations"), both operated on Amazon Web Services. Customer Personal Data ingested and stored through the core Services will be retained within the Primary Processing Locations.

Customer Personal Data may also be Processed outside the Primary Processing Locations by Forecast's Subprocessors in connection with ancillary business functions, including customer support, business intelligence, and customer relationship management tools. Such Subprocessors are listed on Forecast's Subprocessor List maintained pursuant to Section 5, and any transfers of Customer Personal Data to such Subprocessors outside the EEA shall be subject to appropriate safeguards in

accordance with Sections 9.2 and 9.3. Forecast will use reasonable efforts to minimize the scope of Customer Personal Data shared with such Subprocessors to what is necessary for the relevant business function.

Customer is responsible for ensuring that its use of the Services complies with any cross-border data transfer restrictions of Data Protection Laws.

9.1.1. Australian Users. To the extent Customer's end users are located in Australia, Customer acknowledges that their personal information will be transferred to and stored in Ireland as a Primary Processing Location, and may be accessible by certain Subprocessors outside the EEA as described in this Section 9.1. Customer, as the data controller and the entity collecting personal information from Australian users, is responsible for compliance with the cross-border disclosure requirements of the Australian Privacy Act 1988 (Cth), including Australian Privacy Principle 8 (APP 8). Forecast will Process such personal information in accordance with this Addendum, and the protections afforded under this Addendum (including the Standard Contractual Clauses) are intended to meet the standard of protection required under APP 8. Upon written request, Forecast will provide Customer with reasonable assistance to support Customer's compliance with the Australian Privacy Act 1988 (Cth) in connection with Forecast's Processing of Customer Personal Data.

9.2. European Transfers. If Customer transfers Customer Personal Data to Forecast that is subject to European Data Protection Laws, and such transfer is not subject to an alternative adequate transfer mechanism under European Data Protection Laws or otherwise exempt from cross-border transfer restrictions, then Customer (as "data exporter") and Forecast (as "data importer") agree that the applicable terms of the Standard Contractual Clauses shall apply to and govern such transfer and are hereby incorporated herein by reference. In furtherance of the foregoing, the parties agree that: (a) the execution of this Addendum shall constitute execution of the applicable Standard Contractual Clauses as of the Addendum Effective Date; (b) the relevant selections, terms, and modifications set forth in Appendix 2 shall apply, as applicable; and (c) the Standard Contractual Clauses shall automatically terminate once the Customer Personal Data transfer governed thereby becomes lawful under European Data Protection Laws in the absence of such Standard Contractual Clauses on any other basis.

9.3. Other Jurisdictions. If Customer transfers Customer Personal Data to Forecast that is subject to Data Protection Laws other than European Data Protection Laws which require the parties to enter into standard contractual clauses to ensure the

protection of the transferred Customer Personal Data, and the transfer is not subject to an alternative adequate transfer mechanism under Data Protection Laws or otherwise exempt from cross-border transfer restrictions, then the parties agree that the applicable terms of any standard contractual clauses approved or adopted by the relevant Supervisory Authority pursuant to such Data Protection Laws shall automatically apply to such transfer and, where applicable, shall be completed on a mutatis mutandis basis to the completion of the Standard Contractual Clauses as described in Section 9.2.

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10. Deletion or Return of Customer Personal Data

Forecast will delete or return Customer Personal Data in accordance with the terms of the Agreement.

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11. Modifications to This Addendum

In the event that a modification to this Addendum is required for compliance with Data Protection Laws, Forecast may modify this Addendum by notifying Customer at least 30 days (or such shorter period as may be required to comply with Data Protection Laws) before the change will take effect by either (a) providing notice in accordance with the Agreement, or (b) alerting Customer via the Services.

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12. General Terms

This Addendum will, notwithstanding the expiration or termination of the Agreement, remain in effect until, and automatically expire upon, Forecast's deletion or return of all Customer Personal Data. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (a) amended as necessary to ensure its validity and enforceability, while preserving the intent of the provision as closely as possible; or, if this is not possible, (b) construed in a manner as if the invalid or unenforceable part had never been contained therein. To the extent of any conflict or

inconsistency between this Addendum and the other terms of the Agreement in relation to the Processing of Customer Personal Data, this Addendum will govern. Unless otherwise expressly stated herein, the parties will provide notices under this Addendum in accordance with the Agreement, provided that all such notices may be sent via email. Any liabilities arising in respect of this Addendum are subject to the limitations of liability under the Agreement. This Addendum will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by Data Protection Laws.

Appendix 1: Details of Processing of Customer Personal Data

1. **Subject matter and duration of the Processing of Customer Personal Data.** The subject matter and duration of the Processing are as described in the Agreement and the Addendum.

2. **Nature and purpose of the Processing of Customer Personal Data.** The nature and purpose of the Processing are those activities reasonably required to facilitate or support the provision of the Services as described in the Agreement and the Addendum.

3. **The categories of Data Subjects to whom Customer Personal Data relates.** The categories of Data Subjects shall be as is contemplated or related to the Processing described in the Agreement, and may include Customer's Authorized Users, and customers (individuals engaging with Customer's business).

4. **The categories of Customer Personal Data.** The categories of Customer Personal Data Processed are those categories contemplated in and permitted by the Agreement, and may include first and last name, login information, phone numbers, email address, customer project plans, service tickets, invoices, and details regarding customer engagements.

5. **The sensitive data included in Customer Personal Data.** The categories of sensitive data, if any, are determined by the Customer.
6. **The frequency of Customer's transfer of Customer Personal Data to Forecast.** If applicable, on a continuous basis for the term of the Agreement.

7. **The period for which Customer Personal Data will be retained.** As set forth in the Addendum or the Agreement.

8. **For transfers to Subprocessors, the subject matter, nature and duration of the Processing of Customer Personal Data.** If applicable, as set forth in the Addendum or the Agreement.

Appendix 2: Standard Contractual Clauses

1. Application of Modules. If Customer is acting as a Controller with respect to Customer Personal Data, "Module Two: Transfer controller to processor" of the Standard Contractual Clauses shall apply. If Customer is acting as a Processor to a third-party Controller with respect to Customer Personal Data, Forecast is a sub-Processor and "Module Three: Transfer processor to processor" of the Standard Contractual Clauses shall apply.

2. Sections I-V. The parties agree to the following selections in Sections I-IV of the Standard Contractual Clauses: (a) the parties select Option 2 in Clause 9(a) and the specified time period shall be the notification time period set forth in Section 5 of the Addendum; (b) the optional language in Clause 11(a) is omitted; (c) the parties select Option 1 in Clause 17 and the governing law of the Republic of Ireland will apply; and (d) in Clause 18(b), the parties select the courts of the Republic of Ireland.

3. Annexes. The name, address, contact details, activities relevant to the transfer, and role of the parties set forth in the Agreement and the Addendum shall be used to complete Annex I.A. of the Standard Contractual Clauses. The information set forth in Appendix 1 to the Addendum shall be used to complete Annex I.B. of the Standard Contractual Clauses. The competent supervisory authority in Annex I.C. of the Standard Contractual Clauses shall be the relevant supervisory authority determined by Clause 13 and the GDPR, unless otherwise set forth in Sections 5 or 6 of this Appendix 2. If such determination is not clear, then the competent supervisory authority shall be the Irish Data Protection Authority. The technical and organizational measures in Annex II of the Standard Contractual Clauses shall be the measures set forth in Section 4 of the Addendum.

4. Supplemental Business-Related Clauses. In accordance with Clause 2 of the Standard Contractual Clauses, the parties wish to supplement the Standard Contractual Clauses with business-related clauses, which shall neither be interpreted nor applied in such a way as to contradict the Standard Contractual Clauses (whether directly or indirectly) or to prejudice the fundamental rights and freedoms of Data Subjects. Forecast and Customer therefore agree that the applicable terms of the Agreement and the Addendum shall apply if, and to the extent that, they are permitted under the Standard Contractual Clauses, including without limitation the following:

(a) **Instructions.** The instructions described in Clause 8.1 are set forth in Section 2.1 of the Addendum.

(b) **Protection of Confidentiality.** In the event a Data Subject requests a copy of the Standard Contractual Clauses or the Addendum under Clause 8.3, Customer shall make all redactions reasonably necessary to protect business secrets or other confidential information of Forecast.

(c) **Deletion or Return.** Deletion or return of Customer Personal Data by Forecast under the Standard Contractual Clauses shall be governed by Section 10 of the Addendum. Certification of deletion of Customer Personal Data under Clause 8.5 or Clause 16(d) will be provided by Forecast upon the written request of Customer.

(d) **Onward Transfers.** Forecast shall be deemed in compliance with Clause 8.8 to the extent such onward transfers occur in accordance with Article 4 of the Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

(e) **Audits and Certifications.** Any information requests or audits provided for in Clause 8.9 shall be fulfilled in accordance with Section 8 of the Addendum.

(f) **Liability.** The relevant terms of the Agreement which govern indemnification or limitation of liability shall apply to Forecast's liability under Clauses 12(a), 12(d), and 12(f).

(g) **Termination.** The relevant terms of the Agreement which govern termination shall apply to a termination pursuant to Clauses 14(f) or 16.

5. Transfers from the United Kingdom. If Customer transfers Customer Personal Data to Forecast that is subject to UK Data Protection Laws, the parties acknowledge and agree that: (a) the template addendum issued by the Information Commissioner's

Office of the United Kingdom and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 (available at: https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf), as it may be revised from time to time by the Information Commissioner's Office (the "UK Addendum") shall be incorporated by reference herein; (b) the UK Addendum shall apply to and modify the Standard Contractual Clauses solely to the extent that UK Data Protection Laws apply to Customer's Processing when making the transfer; (c) the information required to be set forth in "Part 1: Tables" of the UK Addendum shall be completed using the information provided in this Appendix 2 and the Addendum; and (d) either party may end the UK Addendum in accordance with section 19 thereof.

6. Transfers from Switzerland. If Customer transfers Customer Personal Data to Forecast that is subject to the Swiss Federal Act on Data Protection (as revised and in force as of September 1, 2023, the "Swiss FADP"), the following modifications shall apply to the Standard Contractual Clauses to the extent that the Swiss FADP applies to Customer's Processing when making that transfer: (a) the term "member state" as used in the Standard Contractual Clauses shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from suing for their rights in their place of habitual residence in accordance with Clause 18(c) of the Standard Contractual Clauses; (b) the Standard Contractual Clauses shall protect the data of legal entities to the extent required under the Swiss FADP; (c) references to the GDPR or other governing law contained in the Standard Contractual Clauses shall also be interpreted to include the Swiss FADP; and (d) the parties agree that the supervisory authority as indicated in Annex I.C of the Standard Contractual Clauses shall be the Swiss Federal Data Protection and Information Commissioner.