Data Processing Terms

1.   What does this DPA cover?

1.1   This Data Processing Agreement or "**DPA**", comprising these "**Data Processing Terms**" and the "**Data Processing Details**" set out in the agreement entered into between the Parties that references this DPA (the "**Agreement**"), forms part of and supplements the Agreement in respect of the transfer and Processing of Covered Data by the Parties. This DPA shall be deemed to come into effect on the Effective Date and remain in effect for the Term. In the event of any conflict between the Agreement and this DPA, this DPA shall take precedence.

1.2   The Party sharing Covered Data with the other Party is referred to in this DPA as the "**Transferor**", and the Party receiving Covered Data from the other is referred to as the "**Recipient**", in each case as identified in the Data Processing Details.

1.3   For the purpose of this DPA, capitalized terms shall have the meanings given to them in the Data Processing Details and as follows:

(a)   "**Data Protection Laws**" means all applicable laws, rules, regulations, and governmental requirements relating to the privacy, confidentiality, or security of Personal Data, as they may be amended or otherwise updated from time to time, including (where relevant) the requirements of the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and UK extension;

(b)   "**Controller**" means "controller" or "business" or any equivalent terms as defined in Data Protection Laws that refers to a Party determining the purpose and means of processing personal data;

(c)   "**Covered Data**" means any Personal Data provided or made available by or on behalf of Transferor to Recipient, or accessed or otherwise Processed by Recipient, in each case in connection with the "**Services**" identified in the Data Processing Details, including but not limited to that described in the Data Processing Details;

(d)   "**Process**" means any operation or set of operations which is performed on Personal Data, whether or not by automated means, including collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(e)   "**Processor**" means "processor" or "service provider" or any equivalent terms as defined in Data Protection Laws that refers to a Party acting as instructed by a Controller; and

(f)   "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", and "**Sub-processor**" have the meanings given to them or any equivalent terms in the Data Protection Laws.

2.   Compliance

2.1   With respect to its Processing of Covered Data, each Party shall comply with its obligations under the Data Protection Laws.

2.2   Transferor may take reasonable and appropriate steps to: (a) ensure that Recipient uses Covered Data in a manner consistent with Transferor's obligations under Data Protection Laws; and (b) stop and remediate unauthorized use of Covered Data.

2.3   Recipient shall notify Transferor promptly if Recipient determines it can no longer meet its obligations under Data Protection Laws.

2.4   The Parties agree to negotiate in good faith any amendments to this DPA as may be required in connection with changes in Data Protection Laws.

3.   Security and Personal Data Breaches

3.1   Recipient shall implement and maintain appropriate technical and organizational data protection and security measures designed to ensure security of Covered Data. Unless otherwise agreed by the Parties, such measures shall include, at a minimum, the technical and organizational measures set out at [[URL]] (as updated from time to time).

3.2   Recipient shall:

    (a)   notify Transferor in writing without undue delay after, and in any event within seventy-two (72) hours of, becoming aware of any Personal Data Breach affecting Covered Data;

    (b)   provide reasonable assistance with Transferor's investigation of the Personal Data Breach and any of Transferor's obligations in relation to the Personal Data Breach under Data Protection Laws, including any notification to Data Subjects or supervisory authorities.

3.3   Recipient shall, at the same time as any notice provided under Section 3.23.3, or, to the extent not known to Recipient at the time of notification, as soon as the information becomes available to Recipient and in any event without undue delay, provide Transferor all information required by Transferor to assess the impact of the Personal Data Breach and submit any notifications of the Personal Data Breach required under Data Protection Laws, including:

    (a)   a description of the Personal Data Breach including the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;

    (b)   the likely consequences of the Personal Data Breach; and

    (c)   the measures taken by the Recipient to address the Personal Data Breach.

4.   Confidentiality and Disclosure

4.1   Recipient shall ensure that any personnel who have access to Covered Data: (a) have a business need to have access to such Covered Data; and (b) are subject to obligations at least as protective of the Covered Data as the terms of this DPA and the Agreement, including duties of confidentiality with respect to any Covered Data to which they have access that survive the termination of such personnel's employment or engagement by Recipient.

5.   Controller to Controller Transfers

5.1   To the extent that Transferor and Recipient each act as a Controller of the Covered Data: (a) Recipient shall Process such Covered Data solely for the purpose of the relevant transfer identified in the Data Processing Details; and (b) the Parties shall comply with the responsibilities allocated to them in Paragraph D of the Data Processing Details.

5.2   Each Party (the "**Indemnifying Party**") shall indemnify the other (the "**Indemnified Party**") against all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs and professional costs and expenses) (collectively, "**Losses**") incurred by the Indemnified Party as a result of any breach by the Indemnifying Party of Data Protection Laws or its obligations under Section 5.1.

6.   Controller to Processor Transfers

6.1   This Section 6 applies to the extent that Transferor acts as a Controller of the Covered Data and Recipient acts as a Processor.

6.2   Recipient will Process Covered Data only on behalf of and under the written instructions of Transferor, unless Processing is required to comply with applicable law or otherwise permitted under Data Protection Laws.

6.3   Recipient shall not: (i) sell or share (including as those terms are defined in the Data Protection Laws) Covered Data, save as otherwise permitted in this DPA; (ii) retain, use, or disclose Covered Data outside of the direct business relationship between the Parties; and (iii) combine Covered Data with Personal Data that Recipient receives from or on behalf of another person or persons, or collects from its own interaction with the Data Subject, other than as permitted by Data Protection Laws.

6.4   Recipient shall promptly notify Transferor of any request received from a Data Subject to assert their rights in relation to Covered Data under Data Protection Laws (a "**Data Subject Request**"). Recipient shall not respond to any Data Subject Requests and shall provide Transferor with reasonable assistance as necessary for Transferor to fulfil its obligation under Data Protection Laws to respond to Data Subject Requests.

6.5   Transferor grants Recipient general authorization to engage any of the Sub-processors listed in Paragraph C of the Data Processing Details, as amended in accordance with section 6.5(b) (the "**Authorized Sub-processors**"), to Process Covered Data.

        (a)   Recipient shall enter into a written agreement with each Sub-processor imposing data protection obligations that are no less protective of Covered Data than Recipient's obligations under this DPA, and shall remain liable for each Sub-processor's compliance with the obligations under this DPA.

        (b)   Recipient will provide Transferor with at least thirty (30) days' notice of any proposed changes to the Authorized Sub-processors. Transferor shall notify Recipient if it objects to the proposed change to the Authorized Sub-processors.

6.6   Recipient shall:

        (a)   notify Transferor if in its opinion any instruction does not comply with Data Protection Laws;

        (b)   provide Transferor with information to enable Transferor to conduct and document any data protection assessments required under Data Protection Laws;

        (c)   provide Transferor with any information requested by Transferor as reasonably necessary to demonstrate Recipient's compliance with this DPA; and

        (d)   allow for, and contribute to, reasonable audits and inspections by Transferor or Transferor's designated auditor.

6.7   Recipient shall indemnify Transferor against all Losses incurred by Transferor as a result of any breach by Recipient of Data Protection Laws, breach by Recipient of this DPA or Personal Data Breach suffered by Recipient and affecting Covered Data.

7.   Deletion and Return

7.1   Save as set out in the Agreement, or as otherwise agreed between the Parties in writing, Recipient shall, within thirty (30) days of the date of termination or expiry of the Agreement:

        (a)   if requested to do so by Transferor within that period, return a copy of all Covered Data or provide a self-service functionality allowing Transferor to do the same; and

(b)   delete all other copies of Covered Data Processed by Recipient or any Sub-processors, unless Recipient is required to retain such data to comply with applicable law.

8.   Restricted Transfers

8.1   Recipient shall provide the same or greater level of privacy protection for Covered Data as is required by the Data Protection Laws applicable to Transferor's Processing of Covered Data.

8.2   Recipient shall not transfer or disclose Covered Data unless it ensures that the recipient provides the same or greater level of protection to Covered Data as required by Data Protection Laws and such transfer or disclosure otherwise complies with any restrictions under Data Protection Laws.

8.3   The Standard Contractual Clauses annexed to Commission Implementing Decision (EU) 2021/914 (the "**SCCs**"), as further set out in the Annex of this DPA, shall apply to and form part of this DPA in respect of any transfer or disclosure of Covered Data by Transferor to Recipient to the extent that:

(a)   Data Protection Laws that apply to Transferor's Processing of Covered Data prohibit such transfer or disclosure in the absence of a transfer mechanism implementing adequate safeguards or other reasonable steps that ensure that the Recipient Processes Covered Data in a manner that complies with such Data Protection Laws; or

(b)   the transfer or disclosure is an "onward transfer" as defined in the SCCs.

8.4   The Parties agree that, where applicable, execution of this DPA shall have the same effect as signing the SCCs and that, in the event of any conflict between the SCCs and the remainder of this DPA or the Agreement, the SCCs shall take precedence.

9.   General

9.1   Save as expressly set out in the Agreement, each Party's liability arising under or in connection with this DPA shall not be subject to any exclusions or limitations of liability in the Agreement.

ANNEX

INTERNATIONAL TRANSFERS

1.   EU SCCS

With respect to any transfers referred to in section 8.3 of the Data Processing Terms, the SCCs shall be completed as follows:

Modules and options

Module	Clause 7 option	Clause 9 option and time period	Clause 11(a) option	Clause 17 option and governing law	Clause 18 jurisdiction
Module 1	Not used	n/a	Not used	Option 1, Germany	Germany
Module 2	Not used	As set out in section 6.5 of the Data Processing Terms	Not used		

Appendix information

Annex I.A	As set out in the Data Processing Details
Annex I.B	As set out in the Data Processing Details
Annex I.C	The Hamburg Data Protection Authority (*Hamburgische Beauftragte für Datenschutz und Informationsfreiheit*)
Annex II	https://www.carnivalcorp.com/static-files/5b51abc0-896f-4c85-ad93-148bec6a8949 (subject to any amendments in accordance with sections 3.1 and **Error! Reference source not found.** of the Data Processing Terms)

2.   UK Addendum

2.1   This paragraph 2 (*UK Addendum*) shall apply to any transfer of Covered Data from the Transferor (as data exporter) to the Recipient (as data importer), to the extent that: (a) the UK Data Protection Laws apply to Transferor when making that transfer; or (b) the transfer is an "onward transfer" as defined in the Approved Addendum. As used in this paragraph 2:

(a)   "**Approved Addendum**" means the template addendum, version B.1.0 issued by the UK Information Commissioner under S119A(1) Data Protection Act 2018 and laid before the UK Parliament on 2 February 2022, as it may be revised according to Section 18 of the Approved Addendum.

(b)   "**UK Data Protection Laws**" means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the United Kingdom, including the UK GDPR and the Data Protection Act 2018.

2.2   The Approved Addendum will form part of this DPA with respect to any transfers referred to in paragraph 2.1, and execution of this DPA shall have the same effect as signing the Approved Addendum. The Approved Addendum shall be deemed completed as follows:

Table 1: Parties	As set out in Paragraph A of the Data Processing Details
Table 2: Addendum EU SCCs	The Approved EU SCCs as incorporated into this DPA in accordance with section 8.3 of the Data Processing Terms and this Annex
Table 3: Appendix Information	As set out in paragraph 1 of this Annex.
Table 4: ending the Addendum	Either Party

3.   Transfers under the laws of other jurisdictions

3.1   With respect to any transfers of Personal Data referred to in section 8.3 of the Data Processing Terms (each a "**Global Transfer**"), the SCCs shall not be interpreted in a way that conflicts with rights and obligations provided for in the Data Protection Laws applicable to Transferor's Processing of Covered Data when it makes the transfer or disclosure of such Covered Data to Recipient ("**Exporter Data Protection Laws**").

3.2   For the purposes of any Global Transfers, the SCCs shall be deemed to be amended to the extent necessary so that they operate:

(a)   for transfers made by Transferor to Recipient, to the extent the Exporter Data Protection Laws apply to that data exporter's Processing when making that transfer; and

(b)   to provide appropriate safeguards for the transfers in accordance with the Exporter Data Protection Laws.

3.3   The amendments referred to in clause paragraph 3.2 include (without limitation) the following:

(a)   references to the "GDPR" and to specific Articles of the GDPR are replaced with the equivalent provisions under the Exporter Data Protection Laws;

(b)   reference to the "Union", "EU" and "EU Member State" are all replaced with reference to the jurisdiction in which the Exporter Data Protection Laws were issued (the "**Exporter Jurisdiction**");

(c)   the "competent supervisory authority" shall be the applicable supervisory in the Exporter Jurisdiction; and

(d)   Clauses 17 and 18 of the SCCs shall refer to the laws and courts of the Exporter Jurisdiction respectively.