

VENDOR-FACING ONLINE TERMS

DATA PROCESSING ADDENDUM

This Data Processing Addendum forms part of the existing written or electronic agreement between JDA and the Vendor (the "**Agreement**") to reflect the parties' agreement with regard to the processing of personal data.

1. DEFINITIONS:

1.1 In this Data Processing Addendum:

"**Affiliates**" shall mean any corporation or other business entity controlling, controlled by or under common control with JDA. A current list of Affiliates is available at <https://jda.com/contact-us>.

"**Applicable Laws**" means all laws, regulations, orders, rules, judgments, directives, industry agreements or determinations in force from time to time applicable to a party and relevant to the Agreement or this Data Processing Addendum, including, without limitation European Data Protection Law;

"**Data Breach**" means any breach of Vendor's obligations under Clause 2, other loss, destruction, damage of, or compromise to personal data in respect of which JDA is the data controller and Vendor is the data processor, or any other event relating to such personal data which falls within the definition of "personal data breach" set out in Article 4(12) of the GDPR;

"**European Data Protection Law**" means Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data, Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), any national laws or regulations implementing the foregoing Directives, the GDPR (when applicable), and any amendments to or replacements for such laws and regulations;

"**GDPR**" means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

"**Good Industry Practice**" means the exercise of that degree of skill, diligence, prudence and operating practice which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced data processor engaged in the same or a similar business and seeking, in good faith, to comply with its obligations;

"**JDA**" means JDA Software Inc. or the relevant JDA Affiliate which has entered into the Agreement with the Vendor for the provision of Services;

"**Letter**" means the notice of variation letter sent to the Vendor incorporating this Data Processing Addendum into the Agreement;

"**Services**" mean services provided by Vendor under the Agreement; and

"**data controller**", "**data processor**", "**data subject**", "**personal data**", "**processing**" and "**appropriate technical and organisational measures**" shall be interpreted in accordance with Directive 95/46/EC or other Applicable Laws in the relevant jurisdiction.

1.2 In this Data Processing Addendum:

1.2.1 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

1.2.2 references to Clauses and Schedules are, unless otherwise stated, references to the clauses of, and schedules to, this Data Processing Addendum; and

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- 1.2.3 references to this Data Processing Addendum or any other agreement or document are to this Data Processing Addendum or such other agreement or document as it may be varied, amended, supplemented, restated, renewed, novated or replaced from time to time.

2. DATA PROTECTION

- 2.1 The parties agree the provisions of this clause 2 shall apply to the personal data the Vendor processes in the course of providing the Services. The parties agree that JDA and/or the relevant JDA Affiliate(s) are the data controllers and the Vendor is the data processor in relation to the personal data that the Vendor processes in the course of providing the Services. As between JDA and the Vendor, JDA remains the owner of all such personal data.
- 2.2 The subject-matter of the data processing is the performance of the Services and the processing will be carried out for the duration of the Agreement. The obligations and rights of JDA and JDA Affiliates are as set out in this Data Processing Addendum. The Annex to the Letter sets out the nature and purpose of the processing, the types of personal data the Vendor processes and the categories of data subjects whose personal data is processed.
- 2.3 Each party warrants that in relation to this Data Processing Addendum, it is compliant with and will remain compliant with all Applicable Laws.
- 2.4 When the Vendor processes personal data in the course of providing the Services, the Vendor shall, notwithstanding anything to the contrary in this Agreement and at no additional cost to JDA:
- 2.4.1 process the personal data only in accordance with written instructions from JDA or any JDA Affiliate that is a data controller (which may be specific instructions or instructions of a general nature as set out in this Data Processing Addendum or as otherwise notified by JDA or the relevant JDA Affiliate to the Vendor from time to time) and not for the Vendor's own purposes. If the Vendor is required to process the personal data for any other purpose by Applicable Laws, the Vendor shall inform JDA and the relevant JDA Affiliate of this requirement before the processing, unless that law prohibits this on important grounds of public interest;
- 2.4.2 notify JDA and the relevant JDA Affiliate immediately if, in the Vendor's reasonable opinion, an instruction for the processing of personal data given by JDA or the relevant JDA Affiliate infringes applicable European Data Protection Law;
- 2.4.3 not do or permit anything to be done through any act or omission which would cause JDA or any JDA Affiliate to incur any liability under any European Data Protection Law;
- 2.4.4 taking into account the nature of the processing, assist JDA and the relevant JDA Affiliate by taking appropriate technical and organisational measures and in so far as it is possible, in fulfilling JDA's or the relevant JDA Affiliate's obligations to respond to requests from data subjects exercising their rights;
- 2.4.5 taking into account the nature of the processing and the information available to the Vendor, assist JDA and JDA Affiliate in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation;
- 2.4.6 implement and maintain appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure including as a minimum those measures contain in European Data Protection Law, the requirements set out in Schedule 1 to this Data Processing Addendum and Good Industry Practice. When considering what measures are appropriate and in line with Good Industry Practice, the Vendor shall have regard to the state of technological development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorised or

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unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure, and to the nature of the data to be protected and the Vendor shall keep abreast of current regulatory trends in security as reported on the Information Commissioner's website at www.ico.org.uk. The Vendor shall provide a written description of the technical and organisational methods the Vendor employs for processing personal data, within the timescales reasonably required by JDA or the relevant JDA Affiliate;

- 2.4.7 not subcontract any processing of the personal data to any third party (including any affiliates, group companies or sub-contractors) without the prior written consent of JDA and the relevant JDA Affiliate. In its absolute discretion, JDA may provide consent. The Vendor is obliged to obtain any permitted sub-processor's prior written agreement to abide by obligations that are the same as those imposed under the Vendor under this Agreement. The Vendor shall remain fully liable to JDA for any processing of the personal data conducted by a sub-processor appointed by the Vendor in accordance with this Clause 2.4.7.
 - 2.4.8 take reasonable steps to ensure the reliability and competence of the Vendor's personnel who have access to the personal data;
 - 2.4.9 ensure that personnel required to access the personal data have committed to keep personal data confidential and comply with the obligations set out in this Clause 2 or are under an appropriate statutory obligation of confidentiality;
 - 2.4.10 at the end of the Services or upon JDA's written request, if earlier, securely destroy personal data and delete existing copies (unless Applicable Laws requires storage of the personal data) after having returned or provided all personal data to JDA (or its representative if so required by JDA);
 - 2.4.11 maintain written records of all information reasonably necessary to demonstrate the Vendor's compliance with Applicable Law;
 - 2.4.12 allow JDA and its respective auditors or authorised agents to conduct audits or inspections during the term of the Agreement and for 12 months thereafter, which will include providing access to the premises, resources, personnel the Vendor or the Vendor's sub-contractors use in connection with the provision of the Services and information maintained in accordance with Clause 2.4.11, and provide all reasonable assistance in order to assist JDA in exercising its audit rights under this Clause 2.4.12. The purposes of an audit pursuant to this Clause 2.4.12 include verifying that the Vendor and its subcontractors are processing personal data in accordance with the obligations under this Data Processing Addendum and applicable European Data Protection Law.
- 2.5 If the Vendor becomes aware of any Data Breach, the Vendor shall notify JDA without undue delay and:
- 2.5.1 provide JDA and any relevant JDA Affiliate (as soon as possible) with a detailed description of the Data Breach, the type of data that was the subject of the Data Breach and the identity of each affected person, as soon as such information can be collected or otherwise becomes available (as well as periodic updates to this information and any other information JDA or any relevant JDA Affiliate may reasonably request relating to the Data Breach);
 - 2.5.2 take action immediately, at the Vendor's own expense, to investigate the Data Breach and to identify, prevent and mitigate the effects of the Data Breach and to carry out any recovery or other action necessary to remedy the Data Breach.;
 - 2.5.3 cooperate with JDA and any relevant JDA Affiliate in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with Applicable Law or as otherwise required by JDA; and

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- 2.5.4 not release or publish any filing, communication, notice, press release, or report concerning the Data Breach without JDA's prior written approval (except where required to do so by Applicable Laws).
- 2.6 The Vendor shall notify JDA without undue delay if it is contacted or approached in relation to:
 - 2.6.1 any subject access request under the European Data Protection Law or other similar request for information;
 - 2.6.2 any other request from a data subject;
 - 2.6.3 any claim for damages under the European Data Protection Law; and/or
 - 2.6.4 any investigation or enforcement activity by the Information Commissioner or any other regulator, relating to, connected with, or arising out of the Vendor's processing of personal data.
- 2.7 The Vendor shall not process personal data outside the European Economic Area or a country in respect of a valid adequacy decision has been issued by the European Commission, except with the prior written consent of JDA.
- 2.8 The Vendor will indemnify and hold JDA and JDA Affiliates harmless against all losses, claims, costs, damages or proceedings suffered or incurred by JDA or JDA Affiliates arising out of or in connection with the Vendor's breach of this Clause 2. This shall not be subject to any limits of liability or exclusions agreed between the parties under the Agreement.

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Schedule 1

Security Measures

The Security Measures are detailed at <https://jda.com/knowledge-center/gdpr/vendor-security-measures>.