

VENDOR-FACING ONLINE TERMS

DATA PROCESSING ADDENDUM

This Data Processing Addendum forms part of the existing written or electronic agreement between Blue Yonder 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 Blue Yonder. A current list of Affiliates is available at <https://blueyonder.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 Data Protection Law;

"**Blue Yonder**" or "**JDA**" means Blue Yonder, Inc. (formerly JDA Software Inc.) or the relevant Blue Yonder Affiliate which has entered into the Agreement with the Vendor for the provision of Services;

"**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 Blue Yonder 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;

"**Data Protection Law**" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, the GDPR, 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, applicable to processing of Personal Data under the Agreement or this Data Processing Addendum;

"**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, including as implemented or adopted under the laws of the United Kingdom;

"**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;

"**Relevant Country**" means all countries other than those within the EEA and countries in respect of which an adequacy finding under Article 45 of the GDPR has been given;

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

"**Vendor**" means the supplier of the Services as listed in the Agreement and/or the supplier, seller or service provider of any services supplied to Blue Yonder as the case may be and

"**data controller**", "**data processor**", "**data subject**", "**personal data**", "**processing**" and "**appropriate technical and organisational measures**" shall be interpreted in accordance with Data Protection Law.

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

VENDOR-FACING ONLINE TERMS

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 Blue Yonder and/or the relevant Blue Yonder 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 Blue Yonder and the Vendor, Blue Yonder remains the owner of all such personal data. The details of processing and the description of transfer of personal data are stated in Schedule 2 to this Data Processing Addendum.
- 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 Blue Yonder and Blue Yonder Affiliates are as set out in this Data Processing Addendum. The annex to the Agreement 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 the Agreement and at no additional cost to Blue Yonder:
- 2.4.1 process the personal data only in accordance with written instructions from Blue Yonder or any Blue Yonder 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 Blue Yonder or the relevant Blue Yonder 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 Blue Yonder and the relevant Blue Yonder Affiliate of this requirement before the processing, unless that law prohibits this on important grounds of public interest;
 - 2.4.2 notify Blue Yonder and the relevant Blue Yonder Affiliate immediately if, in the Vendor's reasonable opinion, an instruction for the processing of personal data given by Blue Yonder or the relevant Blue Yonder Affiliate infringes applicable Data Protection Law;
 - 2.4.3 not do or permit anything to be done through any act or omission which would cause Blue Yonder or any Blue Yonder Affiliate to incur any liability under any Data Protection Law;
 - 2.4.4 taking into account the nature of the processing, assist Blue Yonder and the relevant Blue Yonder Affiliate by taking appropriate technical and organisational measures and in so far as it is possible, in fulfilling Blue Yonder's or the relevant Blue Yonder 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 Blue Yonder and Blue Yonder Affiliate in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR;
 - 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 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

VENDOR-FACING ONLINE TERMS

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. 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 Blue Yonder or the relevant Blue Yonder 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 Blue Yonder and the relevant Blue Yonder Affiliate. In its absolute discretion, Blue Yonder 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 Blue Yonder 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 Blue Yonder'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 Blue Yonder (or its representative if so required by Blue Yonder);
 - 2.4.11 maintain written records of all information reasonably necessary to demonstrate the Vendor's compliance with Applicable Laws;
 - 2.4.12 allow Blue Yonder 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 Blue Yonder 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 Data Protection Law.
 - 2.4.13 Where the Vendor is processing Blue Yonder personal data outside of a Relevant Country Vendor agrees to comply with the obligations set out in the "**Standard Contractual Clauses**" (which can be found here: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en) as though they were set out in full in this Data Processing Addendum. Schedule 2 to this Data Processing Addendum sets out the details of the parties processing obligations.
- 2.5 If the Vendor becomes aware of any Data Breach, the Vendor shall notify Blue Yonder without undue delay and:
- 2.5.1 provide Blue Yonder and any relevant Blue Yonder 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 Blue Yonder or any relevant Blue Yonder 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;

VENDOR-FACING ONLINE TERMS

- 2.5.3 cooperate with Blue Yonder and any relevant Blue Yonder 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 Blue Yonder; and
- 2.5.4 not release or publish any filing, communication, notice, press release, or report concerning the Data Breach without Blue Yonder's prior written approval (except where required to do so by Applicable Laws).
- 2.6 The Vendor shall notify Blue Yonder without undue delay if it is contacted or approached in relation to:
 - 2.6.1 any subject access request under the 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 Data Protection Law; and/or
 - 2.6.4 any investigation or enforcement activity any 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 Blue Yonder.
- 2.8 The Vendor will indemnify and hold Blue Yonder and Blue Yonder Affiliates harmless against all losses, claims, costs, damages or proceedings suffered or incurred by Blue Yonder or Blue Yonder Affiliates arising out of or in connection with the Vendor's breach of clause 2. This shall not be subject to any limits of liability or exclusions agreed between the parties under the Agreement.

VENDOR-FACING ONLINE TERMS

Schedule 1

Security Measures

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

VENDOR-FACING ONLINE TERMS

SCHEDULE 2

1. Details of Processing (regardless of the application of Standard Contractual Clauses). As described in Annex/Appendix 1B below.

2. For the purpose of the Standard Contractual Clauses only, the following provisions shall apply:

2.1. Module 1 of the Standard Contractual Clauses applies solely where Blue Yonder is the Controller, and Vendor is also a Controller and both parties jointly determine the purpose for processing of personal data.

2.2 Module 2 of the Standard Contractual Clauses applies solely where Blue Yonder is the Controller, and Vendor is the Processor.

2.3. Module 3 of the Standard Contractual Clauses applies solely where Blue Yonder is the Processor, and Vendor is the sub-processor.

2.4. Clause 7 (docking clause) of the Standard Contractual Clauses shall apply.

2.5. Clause 9, Option 2 (general written authorization for sub-processors) of the Standard Contractual Clauses applies, and the parties agree that the time period for informing the data exporter of any changes to its list of sub-processors shall be thirty days.

2.6. Clause 11, the Option shall not apply.

2.7. Clause 17 (governing law) of the Standard Contractual Clauses: notwithstanding anything to the contrary in the Agreement and unless otherwise required by law, the Standard Contractual Clauses (only) shall be governed by the laws of Sweden.

2.8. Clause 18 (choice of forum and jurisdiction) of the Standard Contractual Clauses: notwithstanding anything to the contrary in the Agreement and unless otherwise required by law, any dispute arising from the Standard Contractual Clauses shall be subject to the jurisdiction of, and resolved by, the courts of Sweden.

3. For the purpose of the Standard Contractual Clauses the following provisions shall apply as indicated:

3.1. ANNEX/APPENDIX 1 (OF THE STANDARD CONTRACTUAL CLAUSES).

(A) List of Parties.

Data exporter(s)	Blue Yonder, Inc.
Address	15059 N. Scottsdale Rd., Suite 400 Scottsdale, Arizona 85254
Contact person	Daniel J Maynard, President, 15059 N. Scottsdale Rd., Suite 400, Scottsdale, Arizona 85254; dan.maynard@blueyonder.com
Activities relevant to the data transferred under the clauses	The data exporter is the leading provider of end-to- end, integrated retail and supply chain planning and execution solutions for more than 4,000 customers worldwide.
Signature and date	Blue Yonder's acceptance and date of acceptance of Agreement with Vendor constitutes signature and date herein.
Role	Controller or Processor
Data Importer(s)	Vendor

VENDOR-FACING ONLINE TERMS

Address	The address Vendor designates in the Agreement with Blue Yonder, Inc.
Contact person	The individual(s) Vendor designates as contact(s)
Activities relevant to the data transferred under the clauses	The provision of Services provided by Vendor to Blue Yonder, Inc. as provided for in the Agreement
Signature and date	Vendor's acceptance and date of acceptance of an Order Form or the Agreement with Blue Yonder, Inc. constitutes signature and date herein
Role	Controller, Processor or sub-processor

(B) Description of Transfer.

Categories of Data Subjects whose personal data is transferred	The Data Subjects may include Blue Yonder's customers, employees, suppliers and end-users
Categories of personal data transferred by Blue Yonder or any End-user	Vendor Personal Data
Sensitive data transferred (if applicable) and applied restrictions or safeguards	Not applicable
The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis) (Standard Contractual Clauses only)	On a continuous basis, the frequency of which is determined by the Agreement between Vendor and Blue Yonder, Inc.
Nature of the processing/processing operations	The provision of Services by Vendor to Blue Yonder, Inc.
Purpose(s) of the data transfer and further processing (Standard Contractual Clauses only)	The purpose of the processing is the provision of the Services to Blue Yonder and any resolution of technical issues provided for in the Agreement between Vendor and Blue Yonder, Inc.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period (Standard Contractual Clauses only)	Until the expiration or termination of the Agreement, unless otherwise agreed in writing by Vendor and Blue Yonder.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	The nature and purpose of the processing by sub-processors is the provision of the Services to Blue Yonder, as provided for in the Agreement; and the duration is until the expiration or termination of the Agreement between Vendor and Blue Yonder, Inc.

(C) Competent Supervisory Authority. (Standard Contractual Clauses only). Data Protection

VENDOR-FACING ONLINE TERMS

- i. If the data exporter is established in a European Economic Area (EEA) country, the competent EEA country's supervisory authority is the supervisory authority in that country.*
- ii. If the data exporter is not established in an EEA country but falls within GDPR territorial scope and has appointed an EU representative, the competent supervisory authority is the supervisory authority in the EEA country in which the data exporter's representative is located.*
- iii. If the data exporter is not established in an EEA country, but falls within GDPR territorial scope without being required to appoint an EU representative, the competent supervisory authority is the supervisory authority in one of the EEA countries in which the data subjects whose data are being transferred pursuant to these Clauses (in relation to the offering of goods or services to them or whose behaviour is monitored) are located.*

3.2. ANNEX/APPENDIX 2 (OF THE STANDARD CONTRACTUAL CLAUSES).

Technical and Organizational Measures. As per Schedule 1 above.