

CUSTOMER FACING ONLINE TERMS (New Customers)

Data Processing Addendum

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

1. DEFINITIONS AND INTERPRETATION

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;

"**Customer**" means the specific party which has entered into the Agreement with JDA;

"**Customer Personal Data**" means Personal Data in respect of which Customer is the Data Controller and JDA is the Data Processor;

"**Data Controller**" means the entity which alone or jointly with others determines the purposes and means of Processing of Personal Data;

"**Data Processor**" means an entity which Processes Personal Data on behalf of a Data Controller;

"**Data Subject**" has the meaning given to it in European Data Protection Law;

"**EEA**" means the European Economic Area;

"**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;

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

"**Personal Data**" means any information relating to an identified or identifiable natural person and an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"**processing**" has the meaning given to it in European Data Protection Law and "process", "processes" and "processed" will be interpreted accordingly;

"**Relevant Country**" means all countries other than those within the EEA and countries in respect of which an adequacy finding under Article 25(6) of the European Data Protection Directive or Article 45 of the GDPR has been given;

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

"**Standard Contractual Clauses**" means the agreement executed by and between the Customer and JDA Software Inc. attached hereto as Attachment 1 (and as supplemented by the Data Processing Information in the Agreement) pursuant to the European Commission's decision of 5 February 2010 on Standard

CUSTOMER FACING ONLINE TERMS (New Customers)

Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection. These Clauses have been presigned by JDA Software Inc. on its own behalf and on behalf of its Affiliates who are established outside of the EEA; and

"Sub-Processor" means any entity which is engaged by JDA or by any other sub-processor of JDA who receives Customer Personal Data for processing activities to be carried out on behalf of Customer. For the avoidance of doubt, Sub-processors do not include individual consultants which may be engaged by JDA to perform any of JDA's obligations under the Agreement. Such consultants shall be treated like JDA's employees and JDA shall be liable for their acts and omissions to the same extent as if the acts or omissions were performed by JDA.

- 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
 - 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 PROCESSING TERMS

- 2.1 The Parties acknowledge that the Customer is the Data Controller and JDA is a Data Processor of Customer Personal Data. As between the Customer and JDA, the Customer remains the owner of all Customer Personal Data.
- 2.2 This Data Processing Addendum only applies to the processing of Customer Personal Data by JDA in connection with the Services under the Agreement. The categories of Data Subjects and types of Customer Personal Data processed are set out in an Appendix to the Agreement. Customer Personal Data is processed for the purpose of providing the Services and other purposes as identified in the 'Processing activities' section of the Appendix to the Agreement. JDA shall process Customer Personal Data for the duration of the Agreement (or longer to the extent permitted by applicable law).
- 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 Notwithstanding anything to the contrary in the Agreement, in relation to Customer Personal Data, JDA shall:
 - 2.4.1 process Customer Personal Data only in accordance with the Customer's instructions as established in the Agreement or as provided in writing by the Customer from time to time, provided such instructions are reasonable and subject to JDA's right to charge additional sums at its current rates should the scope of the agreed services be exceeded. Notwithstanding the foregoing, JDA may process Customer Personal

CUSTOMER FACING ONLINE TERMS
(New Customers)

Data as required under Applicable Laws. In this situation, JDA will take reasonable steps to inform the Customer of such a requirement before JDA processes the data, unless the law prohibits this;

- 2.4.2 ensure only its (or its Sub-Processors) personnel who are contractually bound to respect the confidentiality of Customer Personal Data shall have access to the same;
- 2.4.3 implement appropriate technical and organizational measures to protect against unauthorized or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of Customer Personal Data and having regard to the nature of the Customer Personal Data which is to be protected and shall be as set forth in Schedule 1. Customer acknowledges that JDA may change the security measures through the adoption of new or enhanced security technologies and authorises JDA to make such changes provided that they do not materially diminish the level of protection. JDA shall make information about the most up to date security measures applicable to the Services available at <https://jda.com/knowledge-center/gdpr/customer-security-measures>;
- 2.4.4 at the Customer's reasonable request and at the Customer's cost, taking into account the nature of the processing, assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, to assist with the Customer's obligation to respond to requests from Data Subjects of Customer Personal Data seeking to exercise their rights under European Data Protection Law (to the extent that the Customer Personal Data is not accessible to the Customer through the Services provided under the Agreement);
- 2.4.5 at the Customer's reasonable request and at the Customer's cost, taking into account the nature of processing and the information available to JDA, assist the Customer with its obligations under Articles 32 to 36 of the GDPR. JDA's assistance under this Clause 2.4.5 and at Clauses 2.4.3 and 2.4.4 shall be chargeable, as incurred, at JDA's then current rates; and
- 2.4.6 upon request by the Customer, delete or return to the Customer any such Customer Personal Data within the agreed period of time after the end of the provision of the Services as set out in the Agreement (or within a reasonable period of time if the Agreement is silent on this point), unless Applicable Laws requires storage of the Customer Personal Data. Unless otherwise provided in the Agreement, JDA reserves the right to charge for such deletion or return of such Customer Personal Data.
- 2.5 The Customer agrees that JDA may transfer Customer Personal Data or give access to Customer Personal Data to Sub-Processors for the purposes of providing the Services or other purposes identified in the 'Processing activities' section of the Appendix to the Agreement, provided that JDA complies with the provisions of this Clause 2.5. JDA shall remain responsible for its Sub-Processor's compliance with the obligations of this Data Processing Addendum. JDA shall ensure that any Sub-Processors to whom JDA transfers Customer Personal Data enter into written agreements with JDA requiring that the subcontractor abide by terms no less protective, in any material respect, than this Data Processing Addendum. A current list of Sub-Processors approved as at the date of this Data Processing Addendum is available upon request via email to privacy@jda.com. JDA can at any time and without justification appoint a new Sub-processor provided that the Customer is given fifteen (15) days' prior notice and the Customer does not legitimately object to such changes within that timeframe. Legitimate objections must contain reasonable and documented grounds relating to a Sub-processor's non-compliance with applicable European Data Protection Law.
- 2.6 The Customer acknowledges that as part of the Services the Customer Personal Data may be located in or accessed from the US or another Relevant Country. Where this involves JDA or its Affiliates, the Standard Contractual Clauses in Attachment 1 of this Data Processing Addendum (as supplemented by the Data Processing Information in the Agreement) will apply in addition to the terms of this Data Processing

**CUSTOMER FACING ONLINE TERMS
(New Customers)**

Addendum. For other Sub-Processors based in Relevant Countries, the parties shall take steps to ensure that there is adequate protection for any such transfers of Customer Personal Data as defined in European Data Protection Laws. Where the Standard Contractual Clauses apply, the Customer acknowledges the following:

- 2.6.1 **Instructions:** For the purposes of Clause 5(a) of the Standard Contractual Clauses, processing in accordance with the Agreement or as provided in writing by the Customer from time to time (subject to the data importer's right to charge additional sums at its current rates should the scope of the agreed services be exceeded is deemed to be an instruction by the Customer to process Customer Personal Data);
- 2.6.2 **Sub-Processors:** Pursuant to Clause 5(h) of the Standard Contractual Clauses the Customer acknowledges that data importer may engage third party Sub-processors in connection with the provision of the Services and that JDA shall make available to the Customer the current list of all Sub-processors as set out in Clause 2.5 above. JDA will notify the Customer of any new Sub-processors engaged by the data importer as set out in Clause 2.5 above;
- 2.6.3 **Copies of Sub-Processor Agreements.** The Customer agrees that copies of any Sub-processor agreements that must be provided to the Customer pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information or clauses unrelated to the Standard Contractual Clauses or their equivalent removed by the data importer beforehand; and that such copies will be provided by the data importer in a manner to be determined in its discretion, only upon request by the Customer via email to privacy@jda.com;
- 2.6.4 **Audits:** The Customer agrees that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with Clauses 2.8-2.10 below;
- 2.6.5 **Certification of Deletion:** To the extent applicable and required, the parties agree that the certification of deletion of personal data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by the data importer only upon the Customer's written request via email to privacy@jda.com; **and**
- 2.6.6 **Conflict:** In the event of any conflict or consistency between the body of this Data Processing Addendum and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in Attachment 1, the Standard Contractual Clauses will prevail (unless this would result in the invalidity of this Data Processing Addendum under European Data Protection Laws (in which case the relevant term(s) of this Data Processing Addendum shall prevail).
- 2.7 JDA shall notify the Customer, without undue delay, if JDA becomes aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data transmitted, stored or otherwise processed by JDA ("**Security Incident**") and take such steps as the Customer may reasonably require, within the timescales reasonably required by the Customer, to remedy the Security Incident and provide such further information as the Customer may reasonably require. JDA's assistance under this Clause 2.7 shall be chargeable, as incurred, at JDA's then current rates unless and to the extent that the Customer demonstrates that such assistance is required because of a failure by JDA to comply with the obligations under this Data Processing Addendum.
- 2.8 JDA shall audit the security of the computers and computing environment that it uses in processing Customer Personal Data and the physical locations from which it processes Customer Personal Data

CUSTOMER FACING ONLINE TERMS
(New Customers)

(including that of its Sub-Processors). This audit: (a) will be performed at least annually; and (b) may be performed by independent third-party security professionals at JDA's selection and expense.

- 2.9 JDA shall respond, no more frequently than annually, to any reasonable security questionnaire provided by Customer which seeks to assist Customer's assessment of JDA's compliance with the security obligations under this Data Processing Addendum. Such security questionnaire may request copies of any third-party compliance certificates or SOC audit reports (or equivalent) held by JDA and which may be applicable to the Services. The responses to such questionnaire and any supporting evidence provided by JDA shall be considered confidential information of JDA.
- 2.10 If the Customer desires to change this instruction regarding exercising the audit right or the provision of information in order to demonstrate compliance with Article 28 of the GDPR, then the Customer has the right to change this instruction to the extent so required to ensure compliance, which shall be requested in writing via email to privacy@jda.com, provided that JDA shall have no obligation to provide commercially confidential information.

**CUSTOMER FACING ONLINE TERMS
(New Customers)**

Schedule 1

Security Measures

The Security Measures are detailed at <https://jda.com/knowledge-center/gdpr/customer-security-measures> as may be updated by JDA from time to time in accordance with clause 2.4.3.

**CUSTOMER FACING ONLINE TERMS
(New Customers)**

ATTACHMENT 1

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to processor transfers)

For the purposes of Article 26 (2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Parties

This Agreement is made between:

- (1) **The entity which is identified as the Customer in the Data Processing Addendum to which these Standard Contractual Clauses are attached.**

hereinafter the "**data exporter**"

and

- (2) **JDA Software Inc**, a company incorporated under the laws of Arizona with its registered office at 15059 N. Scottsdale Rd., Suite 400 Scottsdale, Arizona 85254, on behalf of itself and its wholly owned non-EU/EEA Affiliates (as defined in the Data Processing Addendum to which these Standard Contractual Clauses are attached).

hereinafter each a "**data importer**"

each a "**party**", together the "**parties**";

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in **Appendix 1**.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) '*personal data*', '*special categories of data*', '*process/processing*', '*controller*', '*processor*', '*data subject*' and '*supervisory authority*' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) '*the data exporter*' means the controller who transfers the personal data;

**CUSTOMER FACING ONLINE TERMS
(New Customers)**

- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

**CUSTOMER FACING ONLINE TERMS
(New Customers)**

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

**CUSTOMER FACING ONLINE TERMS
(New Customers)**

- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal

**CUSTOMER FACING ONLINE TERMS
(New Customers)**

obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

**CUSTOMER FACING ONLINE TERMS
(New Customers)**

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

**CUSTOMER FACING ONLINE TERMS
(New Customers)**

Clause 13

Additional terms in accordance with Clause 10

The parties acknowledge and agree that any liability arising under these Standard Contractual Clauses is subject to the section 'Limitations of Liability' of the Agreement (as defined in the Data Processing Addendum to which these Standard Contractual Clauses are annexed), and any reference in such section to the liability of a party means that party and with respect to JDA, its Affiliates in the aggregate save that this provision does not apply in respect of any direct claims for compensation from a data subject pursuant to Clause 3.

On behalf of the data exporter:

The name, position and address of the signatory on behalf of the data exporter as is identified on the Data Processing Addendum to which these Standard Contractual Clauses are annexed.

On behalf of the data importer on its own behalf and on behalf and its affiliates:

SIGNED: *Daniel J Maynard*
Daniel J Maynard (May 18, 2018)

NAME: Daniel J Maynard

JOB TITLE: Interim CFO

DATE: May 18, 2018



**CUSTOMER FACING ONLINE TERMS
(New Customers)**

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

As the detail of this Appendix is specific to each customer, the information required for the purpose of Appendix 1 to the Standard Contractual Clauses shall be documented in the Data Processing Information in the Agreement.

**CUSTOMER FACING ONLINE TERMS
(New Customers)**

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer has implemented and will maintain appropriate technical and organisational measures to protect Customer Personal Data (as defined in the Data Processing Addendum) against the unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. The measures described in Schedule 1 of the Data Processing Addendum are hereby incorporated into this Appendix 2 by this reference and are binding on the data importer as if they were set forth in this Appendix 2 in their entirety.