



## DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") is entered into for the purpose of the Master Agreement concluded between the parties as applicable and as amended from time to time or other written or electronic agreement between IFS and Customer ("Master Agreement"). By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of the Controllers. All capitalized terms not defined herein shall have the meaning set forth in the Master Agreement.

### HOW THIS DPA APPLIES:

If the Customer entity signing this DPA is a party to the Master Agreement, this DPA is an addendum to and forms part of the Master Agreement. In such case, the IFS entity that is party to the Master Agreement is party to this DPA. If the Customer entity signing this DPA has executed an Order/Order Form with IFS or its Affiliate pursuant to the Master Agreement, but is not itself a party to the Master Agreement, this DPA is an addendum to that Order/Order Form and applicable renewal Orders/Order Forms, and the IFS entity that is party to such Order/Order Form is party to this DPA. If the customer entity signing this DPA is neither a party to an Order Form nor the Master Agreement, this DPA is not valid and is not legally binding. Such entity should request that the customer entity that is a party to the Master Agreement execute this DPA. This DPA shall not replace any comparable or additional rights relating to Processing of Personal Data contained in Customer's agreement with IFS.

### HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA and Attachment 1.
2. This DPA and the Standard Contractual Clauses in Attachment 1 have been pre-signed by IFS. The Standard Contractual Clauses have been signed by IFS entities outside of the EEA only as the data importers.
3. To complete this DPA, Customer must:
  - a. Sign the DPA on page 5;
  - b. Complete the information as the data exporter on page 10;
  - c. Complete the information in the signature box and sign on pages 13, 16 and 18.
4. Customer must send the completed and signed DPA to IFS at [privacy@ifs.com](mailto:privacy@ifs.com). Upon receipt of the validly completed DPA by IFS at this email address, this DPA will become legally binding.

### 1. SCOPE, LEGAL EFFECT AND ORDER OF PRECEDENCE

- 1.1 This DPA serves as a written data processing agreement between IFS and the Customer (on its behalf and on behalf of each Controller referenced in this DPA) and shall apply to any Processing of Personal Data (defined below) by IFS or any of its Sub-processors in connection with services provided under the terms of the Master Agreement and any Order(s) or Order Forms concluded thereunder.
- 1.2 This DPA shall only become legally binding between customer and IFS when the formalities steps set out in the section "How To execute This DPA" above have been fully completed.
- 1.3 Except as expressly stated otherwise, in the event of any conflict between the terms of the Master Agreement and the terms of this DPA, the relevant terms of this DPA shall take precedence.
- 1.4 If any provision of this DPA is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions hereof, and all provisions not affected by such invalidity shall remain in full force and effect.
- 1.5 This DPA shall be effective for the period IFS provides services to Customer under the Master Agreement to which this DPA applies.

### 2. DEFINITIONS

- 2.1 "Affiliate" means, for the sole purpose of this DPA and without prejudice to any applicable use or license restrictions, limitations in service scope or other limitations provided under the Agreement, any consolidated group entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity (and "control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity), or any entity otherwise expressly designated as an "Affiliate" in the Agreement.
- 2.2 "CCPA" means the California Consumer Privacy Act Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.
- 2.3 "Customer Data" has the meaning given in the Master Agreement or, if not defined, means all data and all content submitted by Customer using the software licensed or made available by IFS or provided by Customer to IFS in the course of IFS providing services pursuant to the Master Agreement.
- 2.4 "Controller" has the meaning given to this term under the applicable Data Protection Law. For the purpose hereof "Controller" includes the Customer and such other Controllers referenced in this DPA.
- 2.5 "Customer" means the customer entity identified by reference to the section of this DPA "How this DPA Applies".
- 2.6 "Data Process Agreement" or "DPA" means this data processing agreement including its annexes, attachments and appendices.
- 2.7 "Data Protection Law" means all laws and regulations, including laws and regulations of the EEA and United States and its states, applicable to the Processing of Personal Data under the Master Agreement.
- 2.8 "Data Subject" means the identified or identifiable person to whom Personal Data relates.
- 2.9 "EEA" means, for the purposes of this DPA, the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.
- 2.10 "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 2.11 "IFS" means the IFS entity identified by reference to the section of this DPA "How this DPA Applies".
- 2.12 "IFS Services" shall have the meaning given to it in section 3.4 below.
- 2.13 "Personal Data" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws), where for each (i) or (ii), such data is Customer Data.



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- 2.14 "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- 2.15 "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- 2.16 "Processor" means the entity which processes Personal Data on behalf of the Controller including as applicable any "service provider" as that term is defined by the CCPA.
- 2.17 "Sub-processor" means any Processor engaged by IFS, by an Affiliate of IFS or by another Sub-processor, including Affiliates of IFS acting as Processors.
- 2.18 "Standard Contractual Clauses" or sometimes also referred to the "EU Model Clauses" means the (Standard Contractual Clauses (processors)) based on the Commission Decision 2010/87/EU of 5 February 2010, on standard contractual clauses for the transfer of Personal Data to processors established in third countries (notified under document number C(2010) 593), or any subsequent version thereof released by the Commission (which shall automatically apply), including Appendices 1 and 2 attached thereto.

### 3. ROLES OF THE PARTIES

- 3.1 It is acknowledged and agreed that with regard to Processing of Personal Data under this DPA, (a) Customer is the Controller (for its own part and on behalf of other Controllers below), and (b) IFS is the Processor (whether acting itself or through Sub-processors pursuant to section 8 (Sub-Processors)).
- 3.2 Both Parties shall, in their respective roles, comply with all applicable Data Protection Laws with regard to Personal Data Processed under this DPA.
- 3.3 The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are specified in Appendix 1 of Attachment 1 hereto, as may be updated by the Parties as applicable from time to time.
- 3.4 Customer shall, in its use and receipt of the services provided or made available by IFS pursuant to the Master Agreement ("IFS Services"), Process Personal Data in accordance with the requirements of Data Protection Laws including any applicable requirement to provide notice to Data Subjects of the use of IFS as Processor and/or its use of IFS Services.

### 4. CONTROLLER OBLIGATIONS

- 4.1 Customer acts as, and as between Customer and IFS will at all times remain, the Controller:
  - 4.1.1 Concerning any Personal Data Processed by IFS or its Sub-processors under this DPA, and
  - 4.1.2 As applicable, on behalf of and in the name of its Affiliates, end-customers, suppliers, contractors and/or partners in their capacity as Controllers and whose Personal Data at any time is Processed by IFS or its Sub-processors under this DPA.
- 4.2 Except as may be otherwise required under the applicable Data Protection Law, Customer shall, on behalf of any other Controller referenced in section 4.1, serve as a single point of contact for IFS in all matters under this DPA and shall be responsible for the internal coordination, review and submission of instructions or requests to IFS as well as the onward distribution of any information, notifications and reports provided by IFS hereunder.
- 4.3 In its capacity as Controller the Customer confirms (for its own part and on behalf of each other Controller referenced above) that it is entitled to provide access to Personal Data to IFS for the purposes hereof and, consequently, that it has a lawful basis and any necessary approvals from any relevant Data Subjects for IFS's performance of the services under the terms of the Master Agreement.
- 4.4 Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer represents that its use of the IFS Services will not violate the rights of any Data Subject that has opted-out from the sale of or other disclosure of Personal Data, to the extent applicable under the CCPA.

### 5. PROCESSOR OBLIGATIONS

- 5.1 Subject to as legally permitted its capacity as Processor under this DPA, IFS shall Process Personal Data hereunder solely in accordance with the documented instructions (e.g. via email) of the Customer, for the following limited purposes:
  - 5.1.1 performance of the IFS Services under the terms of the Master Agreement;
  - 5.1.2 where applicable to the IFS Services provided, setting up, operating, and monitoring the underlying infrastructure (hardware, software, servers, environments, connectivity, etc) required to provide the services to Customer and to meet the technical, security and organizational requirements for the Processing of the Personal Data in connection therewith;
  - 5.1.3 Processing initiated by authorized users of Customer in their use of the IFS Services;
  - 5.1.4 executing documented instructions of Customer provided such instructions relate to and are consistent with the services provided by IFS;
  - 5.1.5 addressing service issues or technical problems; and/or
  - 5.1.6 meeting any express requirement under the applicable Data Protection Law, in which case IFS shall, unless it is prohibited by applicable law from doing so, inform Customer of that legal requirement before Processing.
- 5.2 IFS is prohibited from: (a) selling the Personal Data; (b) retaining, using, disclosing, or Processing Personal Data for any purpose other than for the specific purpose of performing the IFS Services provided under the Master Agreement; including retaining, using, or disclosing the Personal Data for a commercial purpose other than providing the IFS Services provided under the Master Agreement; or (c) retaining, using, or disclosing the Personal Data outside of the direct business relationship between Customer and IFS. IFS hereby confirms that it understands the restrictions set forth in this section and will comply with them.
- 5.3 IFS will report to Customer without undue delay any request, demand or order received by IFS from a competent supervisory authority or a Data Subject relating to the Processing of Personal Data.
- 5.4 Taking into account the nature of the Processing, IFS will assist Customer in complying with its obligation to respond to requests of Data Subjects under Data Protection Laws (including requests for exercising Data Subjects' rights under the applicable Data Protection



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Law) by appropriate technical and organizational measures, insofar as this is possible provided that IFS will provide such assistance to the extent:

- 5.4.1 The information is available to IFS, and such information is not otherwise available to Customer or the requested assistance cannot practicably be performed by Customer;
- 5.4.2 Customer acknowledges that IFS has no responsibility to interact directly with any Data Subject or supervisory authority in respect of any request, demand or order (except as expressly provided under the applicable Data Protection Law or as otherwise agreed by the Parties in writing); and
- 5.4.3 To the extent legally permitted, Customer shall be responsible for any costs arising from IFS's provision of such assistance.
- 5.5 Subject to applicable legal retention obligations, upon termination of the Master Agreement IFS will return to Customer or delete any Personal Data without keeping a copy, in accordance with the procedures and timeframes applied by IFS from time to time, and if requested confirm such deletion to Customer in writing.
- 5.6 IFS will only rely on personnel in the Processing of Personal Data who are contractually or by statutory obligation bound to maintain confidentiality, ensure that access to Personal Data Processed is limited to those personnel who require such access to perform the applicable IFS Services, and take commercially reasonable steps to ensure the reliability of personnel engaged in the Processing of Personal Data hereunder.
- 5.7 IFS will not delegate the processing of Personal Data to a Subprocessor other than pursuant to section 8 (Sub-Processors) below.
- 5.8 IFS will promptly inform Customer if, in its opinion, any instruction or request violates Data Protection Law, and IFS disclaims any obligation or liability with regard to any such instructions or requests.
- 5.9 Upon either party's reasonable request at any time during the term of the Master Agreement and for the purpose of transfers of Personal Data under this DPA, the parties shall enter into any additional trans-border data flow agreement as may be required under the applicable Data Protection Law, and to maintain such additional trans-border data flow agreement (with any updates and amendments as may be required to reflect changes in the applicable Data Protection Law, and/or in any other transfer mechanism required under the applicable Data Protection Law) for the entire period during which Personal Data is Processed by IFS hereunder.
- 5.10 In addition to any rights to re-charge Customer for its costs as described in this DPA, Customer accepts that any requests for information, assistance or activities beyond IFS's ordinary course of business, routines or practices, or what is otherwise commercially reasonable, shall be specifically agreed in writing and may be subject to additional fees and charges.

## 6. SECURITY

- 6.1 In connection with its Processing of Personal Data hereunder IFS will provide for and maintain appropriate administrative, physical, technical and organizational security measures for such Processing, which measures are intended to protect Personal Data against accidental or unauthorized loss, destruction, alteration, disclosure or access, and to ensure a level of security appropriate to the particular risks involved in the Processing. In this connection:
  - 6.1.1 It is acknowledged that further details on the administrative, physical, technical and organizational security measures that will be implemented and maintained by IFS in Processing the Personal Data are described or referred to in Appendix 2 of Attachment 1 hereto; and
  - 6.1.2 It is acknowledged that the technical and organizational measures will be subject to technical progress, development and improvements for the protection of Personal Data and any such measures shall automatically apply hereto. IFS will not materially decrease the overall security of any IFS Services with respect to Processing of Personal Data.
- 6.2 IFS will inform Customer without undue delay after it becomes aware of any Personal Data Breach in connection with the Processing of Personal Data under this DPA, observing the following process:
  - 6.2.1 IFS will investigate the Personal Data Breach and take reasonable measures to identify its root cause(s) and, where such breach is caused by IFS or an IFS Sub-processor, prevent a recurrence;
  - 6.2.2 As information is collected or otherwise becomes available, to the extent legally permitted, IFS will provide Customer with a description of the Personal Data Breach, the type of the data to which the breach relates, and, other information Customer may reasonably request concerning the affected Data Subject(s) where such information is available to IFS; and
  - 6.2.3 The Parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected Data Subject(s) and/or the competent supervisory authorities.

The obligations set out in this section 6.2 will not apply, to the extent that the Personal Data Breach is caused by the Customer, Customer Affiliate or anyone acting for the Customer, save that IFS will inform the Customer of the Personal Data Breach and provided information it discovers up to the stage it identifies the breach is caused by the Customer, Customer Affiliate or anyone acting for the Customer.

## 7. AUDITS

- 7.1 If required under the applicable Data Protection Law or reasonable grounds exist to suspect non-compliance of this DPA or applicable Data Protection Law on IFS's part, IFS shall upon Customer's request, make all necessary information available to demonstrate compliance hereof and allow for audits, including inspections, to be performed by Customer (or an independent third party auditor mandated by Customer that is reasonably acceptable to IFS and subject to signature of a confidentiality agreement with IFS) of IFS (including any Sub-processor's) relevant to the Personal Data Processed under this DPA. It is agreed that:
  - (a) Customer will primarily rely on any applicable audit reports, certifications or other verifications already available, if any, to confirm IFS's compliance and exclude unnecessary repetitive audits;
  - (b) Any audit will be on prior arrangement, having agreed the scope and duration of the audit with IFS in advance, and will be conducted without unreasonably interfering with IFS's (or the Sub-processor's) business activities, and will be conducted during regular business hours and subject to IFS's (or the applicable Sub-processor's) security policies;
  - (c) Unless required by the applicable Data Protection Law, an audit will be conducted not more than once in any twelve-month period;
  - (d) To the extent legally permitted, Customer will provide IFS with a copy of the audit report. Customer agrees to use the report only for the purposes of meeting its regulatory audit requirements and/or



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confirming compliance with the requirements of this DPA. The audit reports shall be kept strictly confidential by the Parties;

- (e) IFS or its Sub-processor will not be required in regards of any information request or audit, to provide access to any price or other commercial information or trade or business secrets; and
- (f) IFS may charge for audits at its then current rates and may pass on any costs it incurs from any Sub-Processor where the audit involves a sub-processor (which Customer agrees to pay).

### 8. SUBPROCESSORS

- 8.1 IFS may delegate the Processing of Personal Data to a Subprocessor which is bound to comply with provisions relating to confidentiality and data protection no less stringent than the terms of this DPA. IFS shall remain fully liable for the conduct of any of its Subprocessors as for its own conduct.
- 8.2 Subject to section 8.1, Customer (also on behalf of other Controllers referenced in section 4.1) hereby gives its general written consent and authorization to IFS to use Sub-processors for Processing of Personal Data solely for the purposes set forth in this DPA. The current list of IFS Sub-processors is available [here](#). Customer may receive notifications of new Sub-processors and updates to existing Subprocessors by [subscribing for updates](#) and if a Customer contact subscribes, IFS shall provide the subscriber with notification of new Sub-processor(s) before authorising such new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable services ("Updated Sub-processor List").
- 8.3 Customer may object to IFS's use of a new Sub-processor by notifying IFS in writing within ten (10) business days after receipt of an Updated Sub-processor List. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, IFS will use commercially reasonable efforts to make available to Customer a change in the services or recommend a commercially reasonable change to Customer's configuration or use of the services to avoid Processing of Personal Data by the objected-to new Subprocessor without unreasonably burdening the Customer.

### 9. LIMITATION OF LIABILITY

- 9.1 Without prejudice to any express right or remedy available to Data Subjects provided under the applicable Data Protection Law, any liability arising out of or in connection with this DPA (including the Data Transfer Agreement, and whether in contract, tort or otherwise) is, as between the Parties, limited to direct damages (excluding any indirect, consequential, special or incidental cost, loss or damage of any kind) and subject to the applicable provisions on limitation of liability of the Master Agreement, and such liability limitations shall include Customer's and any other Controller's claims in the aggregate.

### 10. EEASPECIFIC TERMS

- 10.1 **GDPR.** IFS will assist Customer in complying with its obligations as Controller under Articles 32-36 of the GDPR or equivalent provisions in Data Protection Laws of EEA member states taking into account the nature of processing and the information available to IFS.
- 10.2 **Transfers.** It is acknowledged that IFS, either itself or using permitted Subprocessors, as part of its regular business performs services from locations in countries and territories outside the EEA. This section 10 sets forth the provisions on how Personal Data Processed under this DPA may be transferred to, or accessed from, a country or territory outside the EEA, either directly or via onward transfer (each a "Transfer") by IFS, acting itself and/or through permitted Subprocessors, and Customer (for its own part and on behalf of other Controllers referenced in section 4.1) hereby gives its specific written mandate, authorization and instruction to IFS for the purposes of conducting such Transfers when providing the services from locations outside the EEA, as set forth below.
- 10.3 **Transfer Agreement.** For the purposes of Transfers of Personal Data under this DPA, Customer and IFS incorporate the Standard Contractual Clauses set forth in Attachment 1 hereto (the "Data Transfer Agreement"), which Data Transfer Agreement shall form an integral part hereof and under which Customer, for its own part and on behalf of each Controller referenced in section 4.1, acts as the "data exporter" and IFS, itself and/or through any permitted Subprocessor outside of the EEA, acts as the "data importer" (as those terms are defined in the Standard Contractual Clauses). The Data Transfer Agreement shall be governed by the law of the country in which the applicable EEA based data exporter is established.
- 10.4 **Transfer Limitations.** Transfers of Personal Data shall only be permitted if:
  - (a) the Transfer is performed under and pursuant to the terms of the Data Transfer Agreement; or
  - (b) the Transfer is to a country which has been found to ensure an adequate level of protection for the rights and freedoms of data subjects in relation to the Processing of Personal Data; or
  - (c) the Transfer is pursuant to a framework which has been determined by the European Commission or other appropriate authority as ensuring an adequate level of protection for the rights and freedoms of data subjects and subject to the scope restrictions of any such determination, e.g. the EU-U.S. Privacy Shield or Binding Corporate Rules; or
  - (d) the Transfer is subject to a separate data transfer agreement with IFS or any IFS Affiliate incorporating the Standard Contractual Clauses applicable at the time of the relevant Transfer, and Customer agrees, for the purposes of this DPA, that such data transfer agreement shall, be deemed to have been entered on behalf of, and shall operate for the benefit of, Customer and such other Controllers referenced in section 4.1; or
  - (e) the Transfer is otherwise covered by a suitable framework recognized by the relevant supervisory authorities or courts as providing an adequate level of protection for personal data, including without limitation any IFS Group intra-company arrangement requiring all Transfers of personal data to be made in compliance with the Standard Contractual Clauses.
- 10.5 **Standard Contractual Clauses.** The following provisions will be used to assist in the interpretation of the Standard Contractual Clauses incorporated as part of this DPA:
  - (a) It is agreed that copies of any relevant Sub-processor agreements required to be provided by the data importer to the data exporter pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or provisions unrelated to the Standard Contractual Clauses or their equivalent, redacted beforehand, and that such copies will be provided hereunder only upon reasonable request by Customer;



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- (b) In the event the right to enforce the Standard Contractual Clauses against the relevant Sub-processor hereunder is successfully challenged by a Sub-processor, IFS will enforce such Standard Contractual Clauses against the Sub-processor on behalf of Customer or the Controller in compliance with this DPA. Moreover, if the parties deem it is required by applicable Data Protection Law, IFS will endeavor to facilitate for the Customer or the Controller to enter into the Standard Contractual Clauses directly with the relevant Sub-processor for the Transfer of Personal Data hereunder;
- (c) Audits described in Clause 5(f), Clause 11 and Clause 12(2) of the Standard Contractual Clauses will be carried out in accordance with section 7 (Audits) of this DPA;
- (d) 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 to the data exporter only upon Customer's request; and
- (e) For the purpose of Clause 11 paragraph 1 of the Standard Contractual Clauses) and subject to section 8 of this DPA, Customer (also on behalf of other Controllers referenced in section 4.1) hereby gives its general written consent, authorization and mandate to IFS to use Sub-processors for Processing of Personal Data solely for the purposes set forth in this DPA.

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| <b>Customer Name ("Customer"):</b><br><hr/> <hr/> |
| Signed: _____                                     |
| Print Name: _____                                 |
| Job Title: _____                                  |
| Date: _____                                       |

| IFS Sverige AB   | Industrial and Financial Systems, IFS UK Ltd                                     |
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| DocuSigned by:<br>Signed: <u>Fredrik Nihlén</u><br><small>20A0658FD3784CF...</small> | DocuSigned by:<br>Signed: <u>Alan Laing</u><br><small>A32FBC52612849Z...</small> |
| Print Name: <u>Fredrik Nihlén</u>  | Print Name: <u>Alan Laing</u>  |
| Job Title: <u>Finance Director IFS Nordics</u>                                       | Job Title: <u>MD</u>   |
| Date: <u>30 juni 2020</u>  | Date: <u>29 June 2020</u>  |

| IFS Norge AS   | Industrial and Financial Systems IFS Deutschland GmbH & Co. KG                       |
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| DocuSigned by:<br>Signed: <u>Elni Kullmer</u><br><small>09A6CD42AFBD491...</small> | DocuSigned by:<br>Signed: <u>Marcus Pannier</u><br><small>75CAD2240A5F4A5...</small> |
| Print Name: <u>Elni Kullmer</u>  | Print Name: <u>Marcus Pannier</u>  |
| Job Title: <u>Managing Director IFS Nordics</u>                                    | Job Title: <u>Geschäftsführer IFS DACH</u>   |

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| Date: 26 June 2020 | Date: 01. Juli 2020 |
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| <b>IFS Schweiz AG</b>   | <b>Industrial and Financial Systems Central and Eastern Europe Sp. z o.o.</b> |
| DocuSigned by:<br><i>Marcus Pannier</i><br>Signed: 75CAD2248A5F4A5... | DocuSigned by:<br><i>Piotr Malenczyk</i><br>Signed: F017C3991C2428...         |
| Print Name: Marcus Pannier  | Print Name: Piotr Malenczyk   |
| Job Title: Geschäftsführer IFS DACH                                   | Job Title: President IFS Poland   |
| Date: 01. Juli 2020   | Date: 02 July 2020  |

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| <b>IFS Danmark A/S</b>  | <b>IFS France SAS</b>  |
| DocuSigned by:<br><i>Elni Kullmer</i><br>Signed: 09A6CD42AFBD49T... | DocuSigned by:<br><i>Christophe Ceze</i><br>Signed: 9D8F54A8955F4C8... |
| Print Name: Elni Kullmer  | Print Name: Christophe Ceze  |
| Job Title: Managing Director IFS Nordics                            | Job Title: General manager   |
| Date: 26 June 2020  | Date: 02 July 2020   |

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| <b>IFS Applications Ibérica, SA</b>                                    | <b>IFS Italia S.r.l</b>   |
| DocuSigned by:<br><i>Christophe Ceze</i><br>Signed: 9D8F54A8955F4C8... | DocuSigned by:<br><i>Zoran Radumilo</i><br>Signed: 1CC9D3C7949149A... |
| Print Name: Christophe Ceze  | Print Name: Zoran Radumilo  |
| Job Title: General manager   | Job Title: President, High Potential Markets, LATAM and E EA South    |
| Date: 02 July 2020   | Date: 26 June 2020  |

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| <b>IFS Finland Oy Ab</b>   | <b>IFS Benelux B.V.</b>  |
| DocuSigned by:<br><i>Stefan Kaiser</i><br>Signed: 73AAF8FAF0884FA... | DocuSigned by:<br><i>Christophe Ceze</i><br>Signed: 9D8F54A8955F4C8... |
| Print Name: Stefan Kaiser  | Print Name: Christophe Ceze  |
| Job Title: CFO Europe  | Job Title: General manager   |

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| Date: <u>02 juli 2020</u> | Date: <u>02 July 2020</u> |
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| <b>IFS North America, Inc.</b><br>DocuSigned by:<br><br>Signed: <u>A050CD38707F45D...</u> | <b>IFS Industrial &amp; Financial Systems Canada Inc.</b><br>DocuSigned by:<br><br>Signed: <u>A050CD38707F45D...</u> |
| Print Name: <u>Cindy Jaudon</u>   | Print Name: <u>Cindy Jaudon</u>  |
| Job Title: <u>Regional President</u>  | Job Title: <u>Regional President</u>   |
| Date: <u>26 June 2020</u>   | Date: <u>26 June 2020</u>  |

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| <b>Astea International Inc.</b><br>DocuSigned by:<br><br>Signed: <u>A050CD38707F45D...</u> | <b>IFS Aerospace &amp; Defense Ltd.</b><br>DocuSigned by:<br><br>Signed: <u>A050CD38707F45D...</u> |
| Print Name: <u>Cindy Jaudon</u>  | Print Name: <u>Cindy Jaudon</u>  |
| Job Title: <u>Regional President</u>   | Job Title: <u>Regional President</u>   |
| Date: <u>26 June 2020</u>  | Date: <u>26 June 2020</u>  |

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| <b>IFS Australia Pty Ltd</b><br>DocuSigned by:<br><br>Signed: <u>E9B1F4A5563F458...</u> | <b>Application Software IFS South Africa (Pty) Ltd</b><br>DocuSigned by:<br><br>Signed: <u>4287973522D04AA...</u> |
| Print Name: <u>Stephen Keys</u>   | Print Name: <u>Emma Murray</u>  |
| Job Title: <u>Regional President APJ ME&amp;A</u>                                       | Job Title: <u>Managing Director &amp; Country Manager</u>   |
| Date: <u>26 June 2020</u>   | Date: <u>29 June 2020</u>   |

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| <b>IFS Japan, inc.</b><br>DocuSigned by:<br><br>Signed: <u>E9B1F4A5563F458...</u> | <b>IFS Software Technology (Shanghai) Co., Ltd</b><br>DocuSigned by:<br><br>Signed: <u>E9B1F4A5563F458...</u> |
| Print Name: <u>Stephen Keys</u>   | Print Name: <u>Stephen Keys</u>   |
| Job Title: <u>Regional President APJ ME&amp;A</u>                                 | Job Title: <u>Regional President APJ ME&amp;A</u>   |

## DATA PROCESSING ADDENDUM



|                    |                    |
|--------------------|--------------------|
| Date: 26 June 2020 | Date: 26 June 2020 |
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| <b>Industrial and Financial Systems India LLP</b>                  | <b>IFS Solutions Asia Pacific Pte Ltd</b>                           |
| DocuSigned by:<br><i>Paul Taylor</i><br>Signed: 81EFC273B0464AE... | DocuSigned by:<br><i>Stephen Keys</i><br>Signed: E9B1F4A5563F458... |
| Print Name: Paul Taylor  | Print Name: Stephen Keys  |
| Job Title: Regional CFO APJ ME&A                                   | Job Title: Regional President APJ ME&A                              |
| Date: 06 July 2020   | Date: 26 June 2020  |

|   |  |
|---|--|
| <b>IFS Solutions Thai Limited</b>                                   | <b>LatinIFS Tecnologia da Informação Ltda</b>                          |
| DocuSigned by:<br><i>Stephen Keys</i><br>Signed: E9B1F4A5563F458... | DocuSigned by:<br><i>Falcao Oliveira</i><br>Signed: 7D6B35768F3D4B5... |
| Print Name: Stephen Keys  | Print Name: Falcao Oliveira  |
| Job Title: Regional President APJ ME&A                              | Job Title: Presidente  |
| Date: 26 June 2020  | Date: 06 de julho de 2020  |

|  |   |
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| <b>IFS Middle East FZ-LLC</b>  | <b>IFS Research &amp; Development (Private) Ltd</b>                 |
| DocuSigned by:<br><i>Jesper Alwall</i><br>Signed: 28CF33907E984F2... | DocuSigned by:<br><i>Rifky Nazeer</i><br>Signed: B28B55E50AE6484... |
| Print Name: Jesper Alwall  | Print Name: Rifky Nazeer  |
| Job Title: General Counsel   | Job Title: Vice President Finance                                   |
| Date: 30 June 2020   | Date: 27 June 2020  |

|   |  |
|---|--|
| <b>Industrial &amp; Financial Systems IFS Sri Lanka Ltd</b>         | <b>IFS Industrial and Financial Systems Poland Sp. z o.o</b>           |
| DocuSigned by:<br><i>Rifky Nazeer</i><br>Signed: B28B55E50AE6484... | DocuSigned by:<br><i>Piotr Malenczyk</i><br>Signed: F017C3999TC2428... |
| Print Name: Rifky Nazeer  | Print Name: Piotr Malenczyk  |



**DATA PROCESSING ADDENDUM**



|  |  |
|--|--|
| Job Title: <u>Vice President Finance</u> | Job Title: <u>President IFS Poland</u> |
| Date: <u>27 June 2020</u>                | Date: <u>02 July 2020</u>              |

DATA PROCESSING ADDENDUM



ATTACHMENT 1

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

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”

**[CUSTOMER PLEASE COMPLETE AND SIGN:]**

Name of the data exporting organisation:

(on its own behalf and acting on behalf of each Controller referenced in section 4.1 of the DPA being established in the EEA)

Address:

Tel.: ; fax: ; e-mail:

Other information needed to identify the organisation: N/A

(the data exporter)

and

Name of the data importing organisation: IFS World Operations AB for and on behalf of those IFS Affiliates being non EEA entities, for the purpose of providing the services under the terms of the Master Agreement)

Address: Teknikringen 5 Box 1545, Linköping SE-581 15, Sweden

Tel.: Phone: + 46 (0)13-460 3600; fax: Fax: +46 13 460 40 01; e-mail: privacy@ifs.com

Other information needed to identify the organisation: N/A

(the 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 the GDPR;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (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 45 of the GDPR;
- (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;

**DATA PROCESSING ADDENDUM**

- (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 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.

**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 the GDPR;
- (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).

**DATA PROCESSING ADDENDUM****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;
- (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 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.

**DATA PROCESSING ADDENDUM****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.

**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 Clauses.

**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.

**On behalf of the data exporter:**

*[CUSTOMER PLEASE COMPLETE AND SIGN:]*

Name (written out in full): ...

Position: ...

Address: ...

Other information necessary in order for the contract to be binding (if any):

DATA PROCESSING ADDENDUM



Signature .....(stamp of organisation)

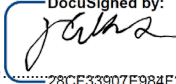
**On behalf of the data importer:**

Name (written out in full): IFS World Operations AB for and on behalf of those IFS Affiliates being non EEA entities, for the purpose of providing the services under the terms of the Master Agreement)...

Position: ... **General Counsel**

Address: ... Teknikringen 5 Box 1545, Linköping SE-581 15, Sweden

Other information necessary in order for the contract to be binding (if any):

DocuSigned by:  
  
 Signature.....28CF33907E984F2.....(stamp of organisation)

## DATA PROCESSING ADDENDUM



### APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

#### *Data exporter*

The data exporter is: The legal entity that has executed the Standard Contractual Clauses as a data exporter on its own behalf and acting on behalf of each Controller referenced in the DPA being established within the EEA, and that has data processed by the data importer under the terms of the DPA.

It is acknowledged that such services may involve, and the data importer has been duly mandated by the data exporter with regard to, transfers of personal data of the data exporter (on its own behalf and on behalf of its affiliated companies, end-customers, suppliers, contractors and/or partners, as applicable) to the data importer (including its permitted subprocessors).

#### *Data importer*

The data importer is a provider of software and associated services as further described in the processing operations description below.

#### *Data subjects*

*The data exporter may submit Personal Data to data importer in its provision of the IFS Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:*

- The data exporter's (including, as applicable, its affiliated companies'):
  - current employees (and other personnel, such as temporary staff and casual workers);
  - former employees (and other former personnel, such as temporary staff and casual workers);
  - customers (including their employees, contractors, collaborators, customers, representatives and end users of the data exporter's or data importer's products and/or services);
  - prospective customers (including their employees, contractors, collaborators, customers, representatives and end users of the data exporter's or data importer's products and/or services);
  - potential and existing suppliers, contractors and/or partners (including their employees, contractors, collaborators, customers, representatives and end users of the data exporter's or data importer's products and/or services);
- Users of the data importer's software, products and/or services.

#### *Categories of data*

*The data exporter may submit Personal Data to data importer in its provision of the IFS Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data:*

- Customer Base Data – Details regarding the nature of a customer or prospect (customer type, status, nature of customer business where applicable, etc);
- Customer Contract Data – Customer contract information including names, addresses, phone numbers, email addresses, etc;
- Customer Employee Base Data – Personal information relating to the IFS customer or prospect employee's employment including information relating to the data subject's job and position within the organisation;
- Customer Employee Sensitive Data – Sensitive information relating to the employee of an IFS customer and required by them in connection with their employment owing to the nature of their job or for legal or regulatory reasons including health, union affiliation, racial/ethnic origin, sexual orientation or biometric data;
- Customer Financial Data – Payment information (including invoices, account details, balances, debts, etc) relating to an end-customer;
- Customer Operations Data – Details of services provided by the customer or prospect to their customers or relating to operations performed by the customer internally, including any information required to deliver customer services;
- Customer Performance Data – All types of feedback to the customer by their customers, suppliers, prospects, etc including customer surveys, customer opinions, correspondence, etc;
- End-Customer Base Data – Details regarding the nature of an IFS customer's end-customer or prospect (customer type, status, nature of customer business where applicable, etc);
- End-Customer Contract Data – An IFS customer's end-customer contract information including names, addresses, phone numbers, email addresses, etc;
- End-Customer Sensitive Data – Sensitive information relating to the IFS customer's end-customer necessary in order for the IFS customer to deliver their products or services to their end-customer;
- Supplier Base Data – Details regarding the nature of the supplier (supplier type, status, nature of supplier business/services offered, pricing information, etc);
- Supplier Contract Data – Supplier contract information including names, addresses, phone numbers, email addresses, etc;
- Supplier Financial Data – Payment information (including invoices, account details, balances, debts, etc) relating to a supplier;
- Supplier Operations Data – Details of services provided by a supplier or relating to operations performed by the supplier internally, including any information required to deliver such services;
- Supplier Performance Data – All types of assessment/feedback regarding supplier performance including supplier assessment/evaluation information, service performance/quality of the service, etc;
- User Base Data – Information regarding users of an IFS product or service relating to the user's identity including name, contact information, authentication information, etc);
- User Sensitive Data – Sensitive information relating to the user of an IFS product and required in connection with their use of the IFS product or service as determined by the IFS customer. Comprises the same types of information defined for Customer Employee Sensitive Data above;

**DATA PROCESSING ADDENDUM**



- User Activity Data – Information relating to the user’s use of an IFS product or service (e.g. transaction history including creation, amendment and deletion of transaction information);
- Sales & Marketing Data – Information relating to potential and actual customers including suspects, prospects and existing customers, including business interests and profiles.

Together with details of:

- Details of database system access rights available to the relevant person

*Special categories of data (if relevant)*

*The data exporter may submit special categories of Personal Data to data importer in its provision of the IFS Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to:*

- Customer/Affiliates Employee Sensitive Data
- End-Customer Sensitive Data
- User Sensitive Data

*Processing operations*

The personal data transferred will be subject to the following basic processing activities (please specify):

The performance of the IFS Services which may include the following:

- Project Implementation (configuration, development, migration, deployment, testing, consultancy, training, etc using IFS’ methodology),
- Support services (support, maintenance, data entry, correction and consolidation, record keeping, service request management, etc).  
When providing support investigation of certain product issues may require the involvement of IFS R&D who, being a global organisation, provide services from service locations in the following countries listed in the [IFS Sub-Processors List](#).
- Upgrade projects (configuration, development, migration, deployment, testing, consultancy, training, etc using IFS’ methodology)
- Where the services consist of IFS Cloud Services or other Software as a Service customer data is stored and hosted in datacentres as stated or referred to in the order for such services. The services are provided from service locations in other countries as may be stated or referred to in the order for such services.

**On behalf of the data exporter:**

*[CUSTOMER PLEASE COMPLETE AND SIGN:]*

Name (written out in full): ...

Position: ...

Address: ...

Other information necessary in order for the contract to be binding (if any):

Signature.....(stamp of organisation)

**On behalf of the data importer:**

Name (written out in full): ... IFS World Operations AB for and on behalf of those IFS Affiliates being non EEA entities, for the purpose of providing the services under the terms of the Master Agreement.

Position: ... **General Counsel**

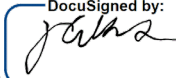
Address: ... Teknikringen 5 Box 1545, Linköping SE-581 15, Sweden



**DATA PROCESSING ADDENDUM**



Other information necessary in order for the contract to be binding (if any):

DocuSigned by:  
  
Signature.....28CF33907E984F2.....(stamp of organisation)

**DATA PROCESSING ADDENDUM**



APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

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 will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data processed, as described in the [IFS Information Security Management Document](#) applicable to the IFS Services purchased by data exporter.

**On behalf of the data exporter:**

*[CUSTOMER PLEASE COMPLETE AND SIGN:]*

Name (written out in full): ...

Position: ...

Address: ...

Other information necessary in order for the contract to be binding (if any):

Signature.....(stamp of organisation)

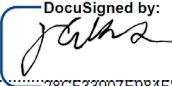
**On behalf of the data importer:**

Name (written out in full): ... IFS World Operations AB for and on behalf of those IFS Affiliates being non EEA entities, for the purpose of providing the services under the terms of the Master Agreement)

Position: ... General Counsel

Address: ... Teknikringen 5 Box 1545, Linköping SE-581 15, Sweden

Other information necessary in order for the contract to be binding (if any):

DocuSigned by:  
  
Signature.....28CF33907E984F2.....(stamp of organisation)