



DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) is entered into for the purpose of the Master Agreement or EULA 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 Attachment 1 have been pre-signed by IFS.
3. To complete this DPA, Customer must:
 - a. Sign the DPA on page 5;
 - b. Sign and complete as the data exporter on pages 10 and 12;
4. Customer must send the completed and signed DPA to IFS at 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 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.
- 1.3 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.
- 1.4 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 Processing 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 EFTA/UK (defined below) 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 the member states of the European Union (EU), Iceland, Liechtenstein and Norway.
- 2.10 “**EFTA/UK**” means, for the purposes of this DPA, the EEA and/or their member states and Switzerland and the United Kingdom.
- 2.11 “**EU Personal Data**” means the processing of Personal Data to which data protection laws of the European Union, or of a Member State of the European Union or EEA were applicable prior to its processing by IFS.
- 2.12 “**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).
- 2.13 “**IFS**” means the IFS entity identified by reference to the section of this DPA “How this DPA Applies”.
- 2.14 “**IFS Services**” shall have the meaning given to it in section 3.4 below.
- 2.15 “**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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- 2.16 **“Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- 2.17 **“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.
- 2.18 **“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.
- 2.19 **“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.
- 2.20 **“Standard Contractual Clauses”** means:
- 2.19.1 f or UK Personal Data, the International Data Transfer Addendum to the EU SCCs, issued by the Information Commissioner in accordance with s.119A of the UK Data Protection Act 2018 but, as permitted by clause 17 of such addendum, the Parties agree to change the format of the information set out in the addendum so that (i) the details of the parties in table 1 shall be as set out in Annex 1 of the EU SCCs (with no requirement for further signature); (ii) for the purposes of table 2, the addendum shall be appended to the EU SCCs (including the modules and optional clauses noted below) and clause 10.5(b) below selects the option and timescales for clause 9; and (iii) the appendix information listed in table 3 shall be as set out in the Annexes to the EU SCCs (**“UK SCCs”**).
- 2.19.2 f or EU Personal Data, the standard contractual clauses adopted by the European Commission under Commission Implementing Decision (EU) 2021/914 including the text from Module 2 of such clauses, not including any clauses marked as optional, and as further described in Section 10.5 of this DPA (**“EU SCCs”**); and
- 2.19.3 f or Swiss Personal Data, the EU SCCs.
- 2.21 **“Swiss Personal Data”** means the processing of Personal Data to which the Swiss Federal Acts on Data Protection were applicable prior to its processing by IFS.
- 2.22 **“Transfer(s)” or “Transferred”** means the method by which Personal Data Processed under this DPA may be transferred: (i) In the case of the EEA: from a country or territory within the EEA to, or accessed from, a country or territory outside the EEA, either directly or via onward transfer; (ii) in the case of the UK: from the UK to a country outside the UK either directly or via onward transfer; and (iii) in the case of Switzerland: from Switzerland to a country outside of Switzerland either directly or via onward transfer.
- 2.23 **“UK Personal Data”** means the processing of Personal Data to which data protection laws of the United Kingdom were applicable prior to its processing by IFS.

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 the Annex 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 in 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 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 **CCPA Specific Provision:** 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 under this DPA.
- 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 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 Sub-processor 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. The parties acknowledge that IFS is not obligated to undertake additional work or analysis beyond the scope of the IFS Services to determine if Customer's instructions are compliant.
- 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 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, take steps to 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.

To the extent that a Personal Data Breach is caused by Customer, Customer Affiliate or anyone acting for Customer, IFS will inform the Customer of the Personal Data Breach and provide information it discovers up to the stage it identifies the breach is caused by the Customer, Customer Affiliate or anyone acting for the Customer. Further assistance to investigate such a Personal Data Breach is subject to the prior agreement of the Parties.

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. This may include a summary audit report or certification produced by a reputable third party which demonstrates IFS' compliance in line with a generally accepted privacy and security framework such as ISO 27001 or SOC 2. If required by applicable Data Protection Law or if, in the Customer's reasonable opinion, the scope of the audit is insufficient to demonstrate compliance with this DPA, then IFS shall 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 summary 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 confirming compliance with the requirements of this DPA. The audit reports shall be kept strictly confidential by the Parties;



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- (e) if Customer's request for information or access relates to a Sub-processor, and IFS cannot provide reasonably responsive information itself, then IFS shall promptly submit a request for additional information to the relevant Sub-processor. Customer acknowledges that access to the Sub-processor's premises is subject to IFS' agreement with the relevant Sub-processor;
- (f) 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
- (g) 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 Sub-processor 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 Sub-processors 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 Sub-processors by [subscribing for updates](#) and if a Customer contact subscribes, IFS shall provide the subscriber with notification of new Sub-processor(s) before authorizing 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 Sub-processor without unreasonably burdening the Customer. If IFS is unable to make available such change, the Customer may as its sole remedy terminate the portion of the IFS Service(s) which cannot be provided by IFS without the use of the objected-to Sub-processor, provided that the Parties shall always first use their mutual reasonable endeavors to resolve the issue at hand and Customer acknowledges that any termination shall be used as a last resort only.

9. LIMITATION OF LIABILITY

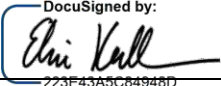
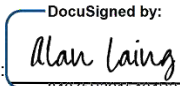
- 9.1 Without prejudice to any express right or remedy available to Data Subjects provided under applicable Data Protection Law or the Data Transfer Agreement, any liability arising out of or in connection with this DPA (including the Data Transfer Agreement, and whether in contract, tort or otherwise) 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.

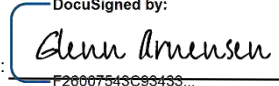
10. EFTA/UK SPECIFIC TERMS

- 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 EFTA/UK countries taking into account the nature of processing and the information available to IFS.
- 10.2 **Transfers.**
- (a) IFS EURA Service customers only
- If Customer is a customer of the IFS EURA Service, whilst such service continues, IFS Cloud Services and associated Support Services will be provided from locations in the EEA, EFTA and the UK. This section 10 sets forth the provisions regulating Transfers within the permitted European countries (set out in the terms for the IFS EURA Service) by IFS, acting itself and/or through permitted Sub-processors, 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, as set forth below.
- (b) Non- IFS EURA Service customers and services
- If Customer is not an IFS EURA Service customer, and for IFS EURA Service customers but regarding services provided by IFS outside of the IFS EURA Service, it is acknowledged that IFS, either itself or using permitted Sub-processors, as part of its regular business performs services from locations in countries and territories outside EFTA / UK. This section 10 sets forth the provisions regulating Transfers by IFS, acting itself and/or through permitted Sub-processors, 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 as set forth below.
- 10.3 **Transfer Agreement.** For the purposes of Transfers of Personal Data under this DPA, Customer and IFS incorporate the relevant Standard Contractual Clauses as if they were set out in full in this DPA (the "**Data Transfer Agreement**") 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 Sub-processor, acts as the "data importer" (as those terms are defined in the Standard Contractual Clauses). The Parties' signature and dating of this DPA shall be deemed to be the signature and dating of the Data Transfer Agreement (with the Customer signing as the data exporter and IFS signing as the data importer). The terms of the relevant Data Transfer Agreements, if applicable, will prevail over conflicting or inconsistent terms in this DPA to the extent of the conflict or inconsistency on its own behalf and acting on behalf of each Controller referenced in section 4.1 of the DPA.
- 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 competent 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. 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; 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.** Without prejudice to section 10.3 of this DPA, the following provisions will be used to assist in the interpretation of the Standard Contractual Clauses incorporated as part of this DPA:
- (a) Annexes to the EU SCCs and the UK SCCs are as set out in Attachment 1;
 - (b) for the purposes of the EU SCCs: (i) Clause 9 Option 2 shall apply (general written authorisation) and the Parties agree that the time period for submitting notice of changes shall be 5 business days, (ii) Clause 17 Option 1 (governing law) shall apply and shall be governed by the laws of Sweden, and for (iii) Clause 18 (choice of forum and jurisdiction) the courts of Sweden shall have jurisdiction;

- (c) information and documentation to be provided by the data importer to the data exporter under the Standard Contractual Clauses will be provided only upon Customer's reasonable request, taking into account the nature of the Processing and the information available to IFS;
- (d) audits under the Standard Contractual Clauses will be carried out in accordance with section 7 (Audits) of this DPA;
- (e) any certification of deletion of Personal Data that is required under the Standard Contractual Clauses will be provided by the data importer to the data exporter only upon Customer's request;
- (f) IFS will only accept to Transfer and process any sensitive data as expressly agreed and set forth in the Annex 1 of Attachment 1; and
- (g) for the purpose of Clause 9(a) of the EU SCCs 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; and
- (h) for Swiss Personal Data, the Data Transfer Agreement shall be deemed modified such that any reference to the GDPR shall refer to the Swiss Federal Acts on Data Protection 1992 and 2020, and the term 'Member State' shall not be interpreted in a way as to exclude Data Subjects in Switzerland from the possibility of enforcing their rights in their place of habitual residence in accordance with clause 18(c) of the Standard Contractual Clauses.

Customer Name ("Customer")
Signed: _____
Print Name: _____
Job Title: _____
Date

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Print Name: <u>Elni Kullmer</u>	Print Name: <u>Alan Laing</u>
Job Title: <u>MD IFS Nordics</u>	Job Title: <u>md</u>
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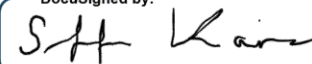

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Print Name: <u>Elni Kullmer</u>	Print Name: <u>Glenn Arnensen</u>
Job Title: <u>MD IFS Nordics</u>	Job Title: <u>Regional President, Europe</u>
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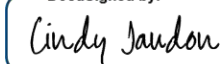
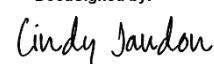
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Print Name: <u>Glenn Amensen</u>	Print Name: <u>Marek Glazowski</u>
Job Title: <u>Regional President, Europe</u>	Job Title: <u>Managing Director EE</u>
Date: <u>April 13, 2022 3:26:46 AM CDT</u>	Date: <u>April 8, 2022 8:00:45 AM CDT</u>



IFS Denmark A/s	IFS France SAS
Signed: <small>DocuSigned by:</small> <i>Elni Kull</i> <small>223E43A5C84948D...</small>	Signed: <small>DocuSigned by:</small> <i>Alexandre Revol</i> <small>58FF0188558D485...</small>
Print Name: <u>Elni Kullmer</u>	Print Name: <u>Alexandre Revol</u>
Job Title: <u>MD IFS Nordics</u>	Job Title: <u>Country Manager</u>
Date: <u>April 8, 2022 7:24:28 AM CDT</u>	Date: <u>April 8, 2022 7:06:37 AM CDT</u>


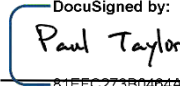
IFS Aerospace & Defense Ltd
Signed: <small>DocuSigned by:</small> <i>Cindy Jaudon</i> <small>656D0A40D5F4454...</small>
Print Name: <u>Cindy Jaudon</u>
Job Title: <u>President</u>
Date: <u>April 8, 2022 7:28:25 AM CDT</u>

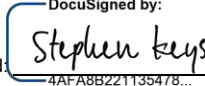
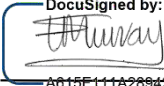
IFS Applications Ibérica, SA	IFS Italia S.r.l
Signed: <small>DocuSigned by:</small> <i>Juan Gonzalez</i> <small>9CF81C2A15884F8...</small>	Signed: <small>DocuSigned by:</small> <i>Zoran Radumilo</i> <small>1CC9D3C7945149A...</small>
Print Name: <u>Juan Gonzalez</u>	Print Name: <u>Zoran Radumilo</u>
Job Title: <u>Country manager</u>	Job Title: <u>President and Regional COO</u>
Date: <u>April 12, 2022 5:32:57 PM BST</u>	Date: <u>April 8, 2022 1:08:59 PM BST</u>

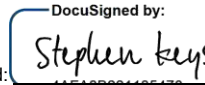
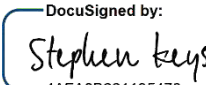
IFS Finland OY Ab	IFS Benelux B.V.
DocuSigned by:  Signed: <u>73AAF8FAF0884FA...</u>	DocuSigned by:  Signed: <u>221552D670E34D4...</u>
Print Name: <u>Stefan Kaiser</u>	Print Name: <u>Frank Beerlage</u>
Job Title: <u>CFO Europe</u>	Job Title: <u>Managing Director IFS Benelux</u>
Date: <u>April 8, 2022 1:25:36 PM BST</u>	Date: <u>april 8, 2022 4:39:41 PM CEST</u>

IFS North America, Inc.	IFS Industrial & Financial Systems Canada Inc.
DocuSigned by:  Signed: <u>656DUA40D5F4454...</u>	DocuSigned by:  Signed: <u>656DUA40D5F4454...</u>
Print Name: <u>Cindy Jaudon</u>	Print Name: <u>Cindy Jaudon</u>
Job Title: <u>President</u>	Job Title: <u>President</u>
Date: <u>April 8, 2022 7:28:25 AM CDT</u>	Date: <u>April 8, 2022 7:28:25 AM CDT</u>

IFS Arabia for Information Technology	LATINIFS Tecnologia da Informação Ltda
DocuSigned by:  Signed: <u>A98792F1EA72487...</u>	DocuSigned by:  Signed: <u>7D6B35768F3D4D8...</u>
Print Name: <u>Mehmood Khan</u>	Print Name: <u>Falcao Oliveira</u>
Job Title: <u>Managing Director</u>	Job Title: <u>President</u>
Date: <u>April 8, 2022 7:06:04 AM CDT</u>	Date: <u>abril 8, 2022 1:52:56 PM BRT</u>

IFS Middle East FZ-LLC	IFS Research & Development (Private) Ltd
DocuSigned by: Signed:  _____ <small>28CF33907E984F2...</small>	DocuSigned by: Signed:  _____ <small>81EFC273B0404AE...</small>
Print Name: <u>Jesper Alw all</u>	Print Name: <u>Paul Taylor</u>
Job Title: <u>Director and Global General Counsel</u>	Job Title: <u>CFO APJ ME&A</u>
Date: <u>April 8, 2022 2:11:11 PM BST</u>	Date: <u>April 8, 2022 2:08:37 PM BST</u>

IFS Australia PTYLtd	Application Software IFS South Africa (Pty) Ltd
DocuSigned by: Signed:  _____ <small>4AFA8B221135478...</small>	DocuSigned by: Signed:  _____ <small>A615F111A289422...</small>
Print Name: <u>Stephen Keys</u>	Print Name: <u>Emma Murray</u>
Job Title: <u>President, IFS APJ, ME&A</u>	Job Title: <u>COO APJ MEA</u>
Date: <u>April 10, 2022 2:46:01 AM CDT</u>	Date: <u>April 8, 2022 9:48:30 AM CDT</u>

IFS Japan, inc.	IFS Software Technology (Shanghai) Co., Ltd
DocuSigned by: Signed:  _____ <small>4AFA8B221135478...</small>	DocuSigned by: Signed:  _____ <small>4AFA8B221135478...</small>
Print Name: <u>Stephen Keys</u>	Print Name: <u>Stephen Keys</u>
Job Title: <u>President, IFS APJ, ME&A</u>	Job Title: <u>President, IFS APJ, ME&A</u>
Date: <u>April 10, 2022 2:46:01 AM CDT</u>	Date: <u>April 10, 2022 2:46:01 AM CDT</u>

Axios Systems FZ LLC
DocuSigned by: <i>Martin Schirmer</i> Signed: <u>13052A81705D403</u>
Print Name: <u>Martin Schirmer</u>
Job Title: <u>President, Enterprise Service Management</u>
Date: <u>April 8, 2022 7:13:02 AM CDT</u>



DATA PROCESSING ADDENDUM

ATTACHMENT 1

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Name: **Customer**

Address: See Master Agreement

Contact person's name, position, and contact details:

See Master Agreement

Alternatively, please fill in name/position/contact details:

Activities relevant to the data transferred under these Clauses:

See Section B below

Signature and date: _____

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

Data importer(s):

Name: **IFS**

Address: See Master Agreement

Contact person's name, position, and contact details:

Privacy Officer, privacy@ifs.com

Activities relevant to the data transferred under these Clauses:

See Section B below

Signature and date: See signature block

Role: Processor (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)

DATA PROCESSING ADDENDUM

A. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

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 personal data transferred

- 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;
- 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



DATA PROCESSING ADDENDUM

Sensitivedata (if applicable)

The data exporter will submit sensitive data to the data importer under the terms of the Master Agreement.

NO YES

Where specifically agreed between the parties (indicated by checking the box "Yes" above), the data exporter may submit special categories of 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 data relating to:

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

As regards applied restrictions and safeguards in relation to sensitive data, please see the Information Security Management documentation applicable to the IFS Services purchased as made available on [Legal | IFS](#).

The frequency of the transfer

The data is transferred on a continuous basis while the IFS Services are being provided under the Master Agreement.

Nature of the processing

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 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.

Purpose(s) of the data transfer and further processing

The purposes of the data transfer and further processing is as set forth in section 5.1 of the DPA.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Data will be retained in accordance with section 5.5 of the DPA.

For (sub-) processors, please see further details in [IFS Sub-Processors List](#)

B. COMPETENT SUPERVISORY AUTHORITY (in accordance with Clause 13 of the EU SCCs):

The Swedish Authority for Privacy Protection (IMY).



DATA PROCESSING ADDENDUM

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

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 Information Security Management documentation applicable to the IFS Services purchased as made available on [Legal | IFS](#).

For transfers to (sub-) processors, please see further details in [IFS Sub-Processors List](#).



DATA PROCESSING ADDENDUM

ANNEX III

LIST OF SUB-PROCESSORS

Please see [IFS Sub-Processors List](#)
