DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**"), which forms part of the i2 License Agreement between i2 and Client (the "**Agreement**") and is hereby incorporated therein, sets forth the requirements applicable to i2's Processing of Client Personal Data in connection with i2's provision of the Services to Client under the Agreement. This DPA shall be effective as of the Effective Date.

1. Definitions

1.1 "**Client Personal Data**" means any Personal Data that i2 Processes on behalf of Client pursuant to the Agreement.

1.2 "**Data Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data, and shall include a "controller" or similar term as defined by Data Protection Laws.

1.3 "**Data Processor**" means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller, and shall include a "processor" or similar term as defined by Data Protection Laws.

1.4 "**Data Protection Laws**" means all data protection laws and regulations, including the GDPR and UK GDPR, to the extent applicable to i2's Processing of Client Personal Data under the Agreement.

1.5 "**Data Subject**" means the identified or identifiable person to whom Client Personal Data relates.

1.6 "**Effective Date**" means the later of the date on which the Agreement becomes effective or the date on which Client provides Client Personal Data to i2 for Processing.

1.7 "**GDPR**" means Regulation 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).

1.8 "**Personal Data**" means any information relating to an identified or identifiable natural person that is "personal data", "personal information", "personally identifiable information" or such similar term as defined under Data Protection Laws.

1.9 "**Personal Data Breach**" means a data breach, as defined under Data Protection Laws, affecting Client Personal Data.

1.10 "**Process**" or "**Processing**" means any operation or set of operations which is performed on Client Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.11 "**Sub-processor**" means any Data Processor engaged by i2.

1.12 "**UK GDPR**" means the Data Protection Act 2018, as amended by regulations under the European Union (Withdrawal) Act 2018, and the UK General Data Protection Regulation.

2. General

2.1 Roles. The parties acknowledge and agree that: (i) i2 acts as a Data Processor under the Data Protection Laws in relation to any Client Personal Data that i2 Processes on Client's behalf; and (ii) Client is and remains the Data Controller with respect to all such Client Personal Data. Client shall determine and instruct i2 as to the scope, purposes, and manner by which Client Personal Data is to be Processed by i2 within the scope of i2's offering of the Services under the Agreement and, from time to time, may reasonably modify those instructions. i2 reserves the right to notify Client if, in i2's opinion, an instruction provided by Client infringes upon Data Protection Laws. Client acknowledges and agrees that it controls how the Services are used to Process Client Personal Data and that the Agreement, this DPA, and use of the Services (including actions taken in the Services) constitute Client's documented instructions regarding the Processing of Client Personal Data which are primarily storage services.

2.2 Processing. The parties agree that i2's provision of the Services may involve the Processing by i2 (such as the collection, storage or recording) of certain Client Personal Data. Client represents and warrants to i2 that the subject matter, duration, nature, and purposes of the Processing and the types of Personal Data and categories of Data Subjects contemplated by this DPA are accurately described as follows and instructs i2 to engage in such Processing:

   a) Subject Matter of the Processing: i2's provision of the Services and performance of its rights and obligations under the Agreement.

   b) Duration of the Processing: The term of the Agreement plus the period from the end of the term until deletion of all Client Personal Data by i2.

   c) The Nature and Purpose of the Processing: i2 will process Client Personal Data for the purposes of providing the Services as detailed in the Agreement and as instructed by Client. Processing activities may include: collection, retrieval, organization, storage, alteration, enhancement, aggregation, de-identification, use, and disclosure.

   d) The Types of Personal Data and Categories of Data Subjects: The types of Personal Data and Data Subjects include the individuals selected by Client or Client's employees, agents, or contractors and information collected and Processed in providing the Services.

3. Responsibilities and Obligations.

3.1 The following obligations are limited to those where the Client has provided to Processor Personal Data from specific jurisdictions to which only the GDPR and UK GDPR apply and unless the Agreement states otherwise (for the purposes of this section 3.1, Data Protection Laws shall only mean the GDPR and the UK GDPR and those other Data Protection Laws explicitly detailed in the Agreement). During the term of the Agreement, i2 will:

   a) Comply with all applicable Data Protection Laws in connection with its Processing of Client Personal Data.

   b) Process Client Personal Data solely for the purpose of, and as necessary to carry out its obligations in accordance with, the Agreement, this DPA, and the instructions provided by Client; provided, however that i2 may engage in Processing required by Data Protection Laws.

   c) Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and

severity for the rights and freedoms of natural persons, implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risks presented by the Processing and the nature of Client Personal Data, provided that i2 may update or modify the security measures from time to time provided that such updates and modifications do not result in the degradation of the overall security.

d)   Make available to Client on request during the term of the Agreement all information reasonably necessary to demonstrate i2's compliance with Article 28 of the GDPR.

e)   Upon reasonable and written notice and subject to obligations of confidentiality and pursuant to a non-disclosure agreement, allow for and contribute to audits, including reasonable inspections, by Client or a third-party auditor mutually agreed upon by the parties with respect to the Processing by i2 of Client Personal Data and allow its Processing procedures and documentation to be inspected no more than annually in order to ascertain compliance with this DPA; provided, however, (i) such audit shall be at Client's sole expense; (ii) i2 shall cooperate in good faith with audit requests by providing access to relevant knowledgeable personnel and documentation; and (iii) except as otherwise required by law, (1) Client shall provide at least thirty (30) days prior written notice to i2 of any requested audit; (2) any audit shall be conducted during i2's normal business hours; (3) an audit shall not last longer than three (3) business days; and (4) Client and its agents and auditors shall not access i2's proprietary or confidential information, except to the extent access is strictly necessary to demonstrate compliance with this DPA and in a manner acceptable to i2 that preserves the proprietary or confidential nature of the information.

f)   Taking into account the nature of the Processing and the information available to i2, i2 shall assist Client in ensuring compliance with Client's obligations under Articles 32 through 36 of the GDPR.

g)   To the extent permitted by law, promptly notify Client of any legally binding request for disclosure of Client Personal Data by a law enforcement authority.

h)   In the event Client is required to provide information (including details of the services provided by i2) to a competent Supervisory Authority, provide reasonable assistance to Client by providing such information, to the extent that such information is solely in the possession of i2 or its Sub-processors.

i)   Taking into account the nature of the Processing, implement or have available (with assistance from Client as necessary), to the extent required under Data Protection Laws, appropriate technical and organizational mechanisms, insofar as is possible, to ensure that Client Personal Data can be accessed, corrected, restricted, deleted and blocked, and that Data Subjects can exercise their right to data portability, to the extent necessary for the fulfilment of Client's obligations of responding to requests for exercising a Data Subject's rights under Data Protection Laws.

j)   If i2 receives any requests from Data Subjects or applicable Supervisory Authorities relating to the Processing of Client Personal Data, including requests from Data Subjects seeking to exercise their rights under Data Protection Laws, promptly redirect the request to Client and not respond to such communication directly without Client's prior authorization, unless legally compelled to do so.

k)   Notify Client without undue delay of any material, unauthorized or unlawful Processing of Client Personal Data, including any Processing in violation of the provisions of this DPA.

l)   Notify Client without undue delay of any Personal Data Breach and provide information relating to the Personal Data Breach as required by Data Protection Laws.

m)   Upon termination of the Agreement and upon completion of i2's obligations in relation to the Processing of Client Personal Data under this DPA, or upon Client's written instructions at any time during the term of the Agreement, i2 shall either: (i) return to Client all or certain subsets of Client Personal Data; (ii) render anonymous all or certain subsets of Client Personal Data; or (iii) permanently delete or render unreadable all or certain subsets of Client Personal Data; provided, however, if i2 determines that anonymization, return, or destruction of Client Personal Data is not reasonably feasible because i2 is required by applicable law to retain any such Client Personal Data, i2 shall notify Client thereof and limit any further Processing to those purposes that make the anonymization, return or destruction infeasible.

3.2   i2 Personnel and Sub-processors. i2 further undertakes that during the term of the Agreement it will:

a)   Ensure that each Sub-processor to Process Client Personal Data is made aware of i2's obligations under this DPA by entering into a written agreement with such Sub-processor that imposes substantially the same obligations on such Sub-processor as are imposed on i2 under this DPA. i2 acknowledges that any material failure by its Sub-processors to comply with the terms of this Agreement shall be deemed a breach of this Agreement by i2.

b)   Ensure that such of its employees and agents who are authorized to Process Client Personal Data are subject to appropriate confidentiality and data security obligations.

3.3   Client.

a)   Client shall comply with its obligations under Data Protection Laws with respect to Client Personal Data. Client shall not use the Services in a manner that violates Data Protection Laws, nor shall Client instruct i2 to Process Client Personal Data in violation of Data Protection Laws. Client represents, warrants, and covenants that it will only instruct i2 to Process Client Personal Data and use the Services in a manner that complies with Data Protection Laws. Client acknowledges and agrees that it controls how the Services are used to Process Client Personal Data.

b)   Client represents and warrants that it has a valid legal basis or lawful purpose for Processing Client Personal Data and for any transfer of Client Personal Data to i2, and Client shall maintain a record of such valid legal bases and lawful purposes. Client shall immediately notify i2 if any change should occur in the legal bases or lawful purposes for the Processing or transfer of Client Personal Data and shall immediately instruct i2 of any new or revised scope, duration, subject matter, nature, or purposes regarding the Processing of Client Personal Data by i2.

c)   As between i2 and Client, Client shall have sole responsibility for the accuracy, quality, and legality of Client Personal Data and the means by which Client acquires Client Personal Data. Client represents and warrants that it has all rights and necessary consents

and that it has provided all necessary notices to Process Client Personal Data and to transfer Client Personal Data to i2. Client shall obtain all necessary consents from Data Subjects and shall maintain a record of such rights and consents. Client shall immediately notify i2 if a Data Subject revokes or changes his or her consent to the Processing of his or her Personal Data and shall immediately instruct i2 of any new or revised scope, duration, subject matter, nature, or purposes regarding the Processing of Client Personal Data by i2.

d) As between i2 and Client, Client is responsible for using and configuring the Services in a manner which enables both parties to comply with Data Protection Laws and for implementing appropriate technical and organizational measures with respect to its systems, networks, resources, personnel, and operations to ensure the privacy and security of Client Personal Data.

e) To the extent permitted by law, Client shall promptly inform i2 of any inquiry or complaint received from a Data Subject or a Supervisory Authority relating to the Processing of Client Personal Data under this DPA.

f) Client provides a general consent for i2 to engage onward Sub-processors in the Processing of Client Personal Data without Client's prior consent, provided that i2 has entered into an agreement with the Sub-processor containing data protection obligations that are as restrictive as the obligations under this DPA (to the extent applicable to the services provided by the Sub-processor). Within ten (10) days of receiving a notification from i2 to Client of any changes in its use of Sub-processors during the term of the Agreement, Client shall notify i2 of any objections to such additional or different Sub-processors. If Client does not timely notify i2 of an objection, Client acknowledges and agrees that i2 may use the Sub-processor(s) identified in the notice pursuant to the general authorization provided by Client in this Section. Client acknowledges and agrees that i2 may engage such Sub-processors as i2 determines are reasonably appropriate for the Processing of Client Personal Data under the Agreement. Client hereby consents to the processing of Client Personal Data by, and the disclosure and transfer of Client Personal Data to, the Sub-processors listed on Exhibit 1.

4. **Data Transfers**. Client acknowledges and agrees that Client Personal Data will be transferred to the United Kingdom, a jurisdiction that has been determined to offer an adequate level of data protection by the European Commission. The Client agrees that it will not instruct i2 to transfer Client Personal Data outside of European Union, the United Kingdom, and European Economic Area (as applicable).

5. **Miscellaneous**.

   5.1 The parties and their respective employees, contractors, and agents shall cooperate with a Supervisory Authority in the performance of its tasks with respect to this DPA.

   5.2 Client will indemnify, defend, and hold i2 harmless against any claim, demand, suit or proceeding (including any damages, costs, reasonable attorney's fees, and settlement amounts) made or brought against i2 by a third party alleging that the Services or the Processing or transfer of Client Personal Data infringes Data Protection Laws.

   5.3 ANY CLAIMS BROUGHT UNDER THIS DPA WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THE AGREEMENT; PROVIDED, HOWEVER, THAT THE PARTIES HAVE NOT LIMITED THEIR LIABILITY UNDER THE AGREEMENT WITH

RESPECT TO ANY DATA SUBJECT'S RIGHTS UNDER DATA PROTECTION LAWS WHERE SUCH LIMITATION WOULD BE PROHIBITED BY LAW.

5.4 In the event of a conflict between the Agreement (or any document referred to therein) and this DPA, the provisions of this DPA shall prevail.

5.5 All notices provided for in this DPA shall be sent to i2 and Client at the addresses provided in the Agreement and in accordance with all requirements for service of notices set forth therein.

5.6 This DPA will terminate automatically upon the termination of the Agreement.

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EXHIBIT 1

List of Sub-Processors

Amazon Web Services EMEA SARL, ("AWS Europe")