

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 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”, “Data Processor”, “Data Subject”, and “Processing” shall have the meanings given to such terms in Data Protection Laws. For purposes of the California Consumer Privacy Act, the term “Data Processor” shall include a “service provider” and a “contractor”.

1.3 “Data Protection Laws” means all data protection laws of the United States and its states to the extent applicable to i2’s Processing of Client Personal Data under the Agreement.

1.4 “Effective Date” means the later of the date on which the Agreement becomes effective or the date on which i2 first Processes Client Personal Data.

1.5 “Personal Data” means 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.

2. General

2.1 Roles. The parties acknowledge and agree that: (a) i2 acts as a Data Processor under Data Protection Laws in relation to any Client Personal Data that i2 Processes on Client’s behalf; and (b) Client is and remains the Data Controller with respect to all such Client Personal Data.

2.2 Processing. The parties agree that i2’s provision of the Services may involve the Processing by i2 of certain Client Personal Data. Client instructs i2 to engage in the following processing:

(a) **Nature and Purposes of the Processing:** i2 will process Client Personal Data for the purposes of providing the Services, as instructed by Client, and to perform its rights and obligations under the Agreement. Processing activities may include: collection, retrieval, organization, storage, alteration, enhancement, aggregation, de-identification, use, and disclosure. i2 may also Process Client Personal Data if and to the extent that i2 is required to do so by applicable law. In such a case, i2 shall inform Client of the legal requirement before engaging in such Processing, unless applicable law prohibits disclosing such information.

(b) **Type of Data that are Subject to the Processing:** The types of Data Subjects include the individuals selected by Client or Client’s employees, agents, and/or contractors, and the types of Personal Data include intelligence and other information collected and Processed via Client’s use of the Services.

(c) **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.

2.3 Restrictions. Except as otherwise permitted by Data Protection Laws, i2 shall not (a) sell

or share (as such terms are defined by Data Protection Laws) Client Personal Data; (b) retain, use, or disclose the Client Personal Data for any purpose other than for the business purposes specified in the Agreement; (c) retain, use, or disclose Client Personal Data outside of the direct business relationship between i2 and Client; and (d) combine the Client Personal Data with personal information that i2 receives from or on behalf of another person or persons, or collects from its own interaction with the applicable Data Subject. i2 understands the restrictions set forth herein and will comply with them.

3. Parties' Rights and Obligations

3.1 Compliance. i2 shall comply with all Data Protection Laws applicable to its role as a Data Processor, including, with respect to Client Personal Data, including implementing reasonable security procedures and practices, which are appropriate to the nature of the Client Personal Data, to protect Client Personal Data from unauthorized or illegal access, destruction, use, modification, or disclosure.

3.2 Assistance. Upon the reasonable request of Client, i2 will make available to Client all information in i2's possession that is reasonably necessary to demonstrate compliance with the obligations under Data Protection Laws. Upon the reasonable request of Client, i2 shall provide assistance to enable Client to comply with Data Subject requests made pursuant to Data Protection Laws; provided, however, that Client shall be required to inform i2 of such requests and provide i2 the information necessary for i2 to comply with such request.

3.3 Audits. i2 will permit Client to monitor i2's compliance with this DPA through measures, including, but not limited to, ongoing manual reviews and automated scans and regular assessments, audits, or other technical and operational testing at least once every 12 months. Upon reasonable and written notice and subject to obligations of confidentiality and pursuant to a non-disclosure agreement, i2 will allow for, contribute to, and cooperate with reasonable assessments, audits, and 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. Alternatively, i2 may (a) at its cost, arrange for a qualified and independent assessor/auditor to conduct (at least annually) an assessment of i2's policies and technical and organizational measures in support of the obligations under Data Protection Laws using an appropriate and accepted control standard or framework and assessment procedure for such assessments; and (b) provide a report of such assessment to Client upon request. i2 shall notify Client if it makes a determination that it can no longer meet its obligations under Data Protection Laws. Client shall have the right, upon notice to i2, to take reasonable and appropriate steps to stop and remediate any unauthorized use of Client Personal Data by i2.

3.4 Personnel. i2 will ensure that each person processing Client Personal Data on behalf of i2 is subject to a duty of confidentiality with respect to such Client Personal Data.

3.5 Subcontractors. After providing Client an opportunity to object, i2 may engage any subcontractor to Process Client Personal Data, provided i2 shall require any such subcontractor to execute a written contract that requires the subcontractor to meet the same obligations as i2 is required to meet under this DPA with respect to Client Personal Data.

3.6 Client Responsibilities

(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) 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.

(c) 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.

4. Effect of Termination. At Client's direction, i2 will, upon the expiration or termination of the Agreement, delete or return to Client all Client Personal Data, unless retention of the data is required by law.

5. Miscellaneous.

5.1 The parties and their respective employees, contractors, and agents shall cooperate with regulatory authorities 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 Processing of Client Personal Data or Client's use of the Services violates 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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