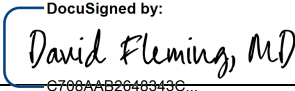
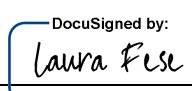



DATA PROCESSING ADDENDUM

This **ADDENDUM**, effective as of December 12, 2019 ("**Effective Date**"), is attached to and made a part of the Master Services Agreement dated May 21, 2018 (the "**Agreement**") between E2open, LLC ("**E2open**") and PATH, in its capacity as Manager of the Secretariat of the Reproductive Health Supplies Coalition ("**Customer**"). Wherever possible, the terms of this Addendum shall be read in such a manner to avoid conflict with the terms of the Agreement, but in the event of an unavoidable conflict, the terms of this Addendum shall control over the terms and conditions of the Agreement.

By signatures below, the parties execute this Addendum by their duly authorized representatives as of the Effective Date.

CUSTOMER: PATH, in its capacity as Manager of the Secretariat of the Reproductive Health Supplies Coalition	E2open, LLC
Address: 2201 Westlake Avenue, Suite 200 Seattle, WA 98121 USA	Address: 9600 Great Hills Trail, Suite 300E Austin, TX 78759 USA
Attention:	Attention: Legal Department
Phone Number: 206-285-3500	Phone Number: 512-425-3500
Email for Contract Execution:	Email for Contract Execution: contracts@e2open.com
Name: David Fleming, MD	Name: Laura L. Fese
Title: VP-Global Health Programs	Title: General Counsel
Date: 12/12/2019	Date: 12/11/2019
Signature:  DocuSigned by: C706AAB2646943C...	Signature:  DocuSigned by: 54A71D702F1D425... 

- 1) The following definitions are added to the Agreement:
 - a) "**Adequacy Decision**" means a decision of the European Commission on the basis of Article 25(6) of EU Data Protection Directive 95/46/EC, or Article 45 (3) of the GDPR that the laws of a country, or any other decision of the European Commission that any data transfer compliance mechanism, ensures an adequate level of protection as required by the Data Protection Legislation (as defined below).
 - b) "**Data Protection Legislation**" means the Directive 95/46/EC, and any other applicable law or regulation relating to the processing of personal data and to privacy, as such legislation shall be amended, revised or replaced from time to time, including by operation of the General Data Protection Regulation (EU) 2016/679.
 - c) "**EU Data Protection Law**" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("**EU Data Protection Directive**"); and (ii) on and after 25 May 2018, 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 ("**General Data Protection Regulation**" or "**GDPR**").
 - d) "**Privacy Shield Principles**" means the principles set forth at <https://www.privacyshield.gov/article?id=Requirements-of-Participation> as may be updated from time to time.
 - e) "**Services**" means the services provided by E2open to Customer as specified in the Agreement.
- 2) In this Addendum, "**data controller**", "**data processor**", "**data subject**", "**personal data**", "**data breach**", and "**processing**", shall have the meanings given in the Data Protection Legislation. The term "**Customer's Personal Data**" shall mean all personal data processed by E2open on behalf of the Customer for supplying the Services.
- 3) The Parties acknowledge that the Customer is the data controller and E2open is the data processor in respect of the processing of Customer's Personal Data, and further acknowledge that the Customer's Personal Data:
 - a) relates to data subjects who are customers/ employees/ business contacts of the Customer;
 - b) comprises business contact details and commercial (contractual, financial or bank) data of such data subjects;
 - c) are transferred to, and stored and processed in, the United States; and
 - d) shall be processed by E2open only in order to supply the Services and only for the duration of the Agreement or for such further time as the Parties shall both agree in writing.
- 4) E2open agrees that it shall:
 - a) treat Customer's Personal Data as Confidential Information and carry out processing of Customer's Personal Data only in accordance with the Customer's written instructions, including as set out in the Agreement and this Addendum and in accordance with Data Protection Legislation and the Privacy Shield Principles, unless required to do otherwise by law in which case, where legally permitted, E2open shall inform the Customer of such legal requirement before processing;
 - b) ensure that any personnel authorised to process Customer's Personal Data shall be subject to a binding duty of confidentiality in respect of Customer's Personal Data, which shall survive termination of personnel employment, and that such personnel is reliable and appropriately trained;
 - c) implement and maintain appropriate technical and organisational measures to protect the Customer's Personal Data against unauthorised or unlawful processing and accidental access, disclosure, destruction, damage or loss, including those measures contained in the Data Protection Legislation, so as to allow the Customer to comply with its obligations under the Data Protection Legislation. E2open's implemented technical and organisational measures shall be documented in an E2open security policy, which shall be made available to Customer upon request. E2open shall comply with the requirements of ISO 27001 and SSAE-18 SOC 2 Type 2;
 - d) not subcontract any processing of the Customer's Personal Data without the Customer's prior written consent for each sub-processor planned to be engaged by E2open. Such consent shall only be given where obligations in relation to the processing of the Customer's Personal Data that are the same as those imposed on E2open under this Addendum are imposed by contract on the sub-processor. E2open shall remain fully liable to the Customer for any processing of the Customer's Personal Data conducted by a sub-processor appointed by E2open in accordance with this Addendum.

DATA PROCESSING ADDENDUM

- e) provide such information and such assistance to the Customer as the Customer may reasonably request, and within the timescales specified by law, to allow the Customer to comply with its obligations under the EU Data Protection Law, including assisting the Customer to: (a) comply with its own security obligations; (b) discharge its obligations to respond to requests for exercising data subjects' rights; (c) comply with its obligations to inform data subjects about data breaches; and (d) carry out privacy impact assessments and audit privacy impact assessment compliance;
 - f) on expiry or termination of this Addendum, at the choice of the Customer, either promptly and securely return the Customer's Personal Data to the Customer or (unless its continued storage by E2open is allowed under EU Data Protection Law) promptly and securely delete the Customer's Personal Data;
 - g) at no additional cost, keep or cause to be kept such information as is necessary to demonstrate compliance with its obligations under the EU Data Protection Law and make such information available to Customer upon request;
 - h) inform the Customer immediately if, in E2open's opinion, any instruction issued by the Customer pursuant to this Addendum breaches any provision of the EU Data Protection Law; and
 - i) not transfer any of the Customer's Personal Data outside of the European Economic Area (the "EEA") without the Customer's express prior written consent. Where the Customer does consent to the transfer of Customer's Personal Data outside of the EEA, E2open must comply with all applicable provisions of the Data Protection Legislation relating to the transfer of such personal data outside of the EEA, and undertakes to take all steps necessary to comply with those provisions, which may include E2open (or, where applicable, E2open's affiliate (Exhibit C), or subprocessor) entering into standard contractual clauses with the Customer (or members of its group, as applicable) in the form set out in the European Commission's Decision 2010/87/EU of 5 February 2010 for the transfer of personal data to processors established in third countries ("**Standard Contractual Clauses**" attached as Exhibit A) (as may be amended by agreement of the parties for compliance with the EU Data Protection Law). In the event that the Adequacy Decision is invalidated or suspended, in whole or in part, or any supervisory authority requires transfers of personal data pursuant to such to be suspended, then the Customer may, at its discretion, require E2open to: (a) cease data transfers, and implement an alternative adequacy mechanism (as authorised in writing by the Customer); or (b) return all the Customer's Personal Data previously transferred, and ensure that a senior officer or director of E2open certifies to the Customer that this has been done.
- 5) E2open shall (i) notify Customer without undue delay after becoming aware of an actual, and accidental, unauthorised or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to the Customer's Personal Data and promptly inform Customer of the steps taken to identify the cause and remediate; and (ii) notify Customer if it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by Data Protection Legislation or the Privacy Shield Principles.
- 6) E2open shall notify the Customer without undue delay if it receives from any data subject whose personal data forms part of the Customer's Personal Data or any applicable law enforcement authority (including any applicable supervisory authority):
- a) any communication seeking to exercise rights conferred on the data subject by the Data Protection Legislation;
 - b) any complaint or any claim for compensation arising from or relating to the processing of the Customer's Personal Data; or
 - c) any communication from any applicable law enforcement authority (including any applicable supervisory authority).
- 7) Unless required to do so by a competent authority, E2open shall not make any payment or any offer of payment to any data subject in response to any complaint or any claim for compensation arising from or relating to the processing of the Customer's Personal Data, without the prior written agreement of the Customer.
- 8) E2open shall indemnify, defend and hold harmless the Customer and each of Customer's affiliates (and their respective directors, officers, employees, agents, subcontractors, successors, licensees and assigns) in respect of any and all damages incurred or suffered by or claims made against any of them and, wholly or in part, resulting directly or indirectly from, or connected in any way with any breach by E2open and/or its personnel of E2open's obligations under this Addendum, whether or not such damages were foreseeable at the date of entering into this Addendum.

DATA PROCESSING ADDENDUM

EXHIBIT A

These Clauses are deemed to be amended from time to time, to the extent that they relate to a Restricted Transfer which is subject to the Data Protection Laws of a given country or territory, to reflect (to the extent possible without material uncertainty as to the result) any change (including any replacement) made in accordance with those Data Protection Laws (i) by the Commission to or of the equivalent contractual clauses approved by the Commission or the GDPR (in the case of the Data Protection Laws of the European Union or a jurisdiction; or (ii) by an equivalent competent authority to or of any equivalent contractual clauses approved by it or by another competent authority under another Data Protection Law.

Standard Contractual Clauses (processors)

Name of the data exporting organisation:

Address:

Tel.: _____; fax: _____; e-mail: _____

Other information needed to identify the organisation

.....
(the data **exporter**)

And

Name of the data importing organisation: E2open, LLC

Address: 9600 Great Hills Trail, Suite 300E, Austin, Texas 78759

Tel.: [+1.866.432.6736](tel:+18664326736); fax: _____; e-mail: privacy@e2open.com

Other information needed to identify the organisation:

.....
(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.

Background

The data exporter has entered into a data processing addendum ("DPA") with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data; [If these Clauses are governed by a law which extends the protection of data protection laws to corporate persons, the words "except that, if these Clauses govern a transfer of data relating to identified or identifiable corporate (as well as natural) persons, the definition of "personal data" is expanded to include those data" are added.]
- (b) 'the data exporter' means the controller who transfers the personal data;

DATA PROCESSING ADDENDUM

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

Clause 2

Details of the transfer

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

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (j), 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;

DATA PROCESSING ADDENDUM

- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

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

DATA PROCESSING ADDENDUM

agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

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

Clause 8

Cooperation with supervisory authorities

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

Clause 9

Governing Law

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

Clause 10

Variation of the contract

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

Clause 11

Subprocessing

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

DATA PROCESSING ADDENDUM

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:

[Populated with details of, and deemed signed on behalf of, the data exporter:]

Name (written out in full):

Position:

Address:

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

Signature.....

On behalf of the data importer:

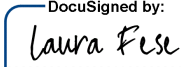
[Populated with details of, and deemed signed on behalf of, the data importer:]

Name (written out in full): Laura L. Fese

Position: General Counsel

Address: 9600 Great Hills Trail, Suite 300E, Austin, Texas 78759

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

DocuSigned by:

 Signature.....
 54A71D702F1D425...

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: PATH, in its capacity as Manager of the Secretariat of the Reproductive Health Supplies Coalition

Data importer

The data importer is: E2open, LLC

Data subjects

The personal data transferred concern the following categories of data subjects: Employees of data exporter

Categories of data

The personal data transferred concern the following categories of data: Communication data (e.g. telephone, email)

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data: E2open does not collect special categories of data.

Processing operations

The personal data transferred will be subject to the following basic processing activities: E2open's applications were created in-house. Username, email addresses and the user's name are collected through an API at the time of user registration. Local time zone is optional and based on preferred location. Data is stored in a customer database separated from other customer databases in 3rd party providers' data center - SunGard and Equinix located in the US. All data is accessible through the company's IT application, E2proxy, hosted on E2open's network. Access to data via the company's applications is based on the minimum necessary privileges justified by job responsibilities.

DATA EXPORTER

Name:

Authorised Signature:

DATA IMPORTER

Name:

Laura L. Fese

Authorised Signature:

DocuSigned by:
Laura Fese
54A71D702F1D425...

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):

- DB Encryption
- Tier 3 Access Controls at Data Center
- LDAP and Active Directory password protection along with VPN access
- Role based authentication and authorization
- Separate databases
- Authenticated users use https or SSH for transfer control measured with firewall and application logs
- Audit logs
- Nightly and weekly backups
- Failover systems available and tested
- Quarterly internal / yearly external audits

DATA PROCESSING ADDENDUM

ANNEX 3: LIST OF MANDATED AUDITORS

E2open conducts audits as stated herein. We do not provide a list of our auditors in our data processing addendums.

DATA PROCESSING ADDENDUM

E2open, LLC Subsidiaries effective as of September 9, 2019

Amber Road (Hong Kong) Ltd
Amber Road (International) Inc. (Cayman)
Amber Road (Shenzhen) Co. Ltd.
Amber Road China, Ltd.
Amber Road Holdings Inc.
Amber Road Software Private Limited
Amber Road Switzerland AG
Amber Road UK Ltd.
Amber Road, Inc.
Atlas Acquisition Corp. Ltd.
Avantida e-Logistica SL (Spain)
Avantida NV (Belgium)
Avantida Poland
Averetek, LLC
Birch Worldwide Ltd (UK)
Birch Worldwide, Inc.
Demandsensing Software Private Limited
E2Open AC, LLC
E2open AG
E2Open Development Corporation
E2Open Intermediate, LLC
E2open KK [Japan]
E2open Ltd.
E2open Software (Shanghai) Co. Ltd.
E2open Software India Private Limited
E2open Verwaltungs GmbH
ecVision Inc.
Entomo Inc.
Entomo Technologies India Pvt Ltd
Foster MacCallum International Limited (UK)
Getsilicon, Inc.
Icon Industry Consulting, Inc.
INTTRA (Shanghai) Co. Ltd.
INTTRA A/S (Denmark)
INTTRA Canada Corp.
INTTRA Germany GmbH
INTTRA Hong Kong Ltd.
INTTRA Inc.
INTTRA International Inc.
INTTRA PTE Ltd.
INTTRA Service & Support PLC
Orchestro India Private Limited
Orchestro, LLC
Serus Corporation
Steelwedge Software, Inc.
Steelwedge Software, Ltd. (UK)
Steelwedge Technologies Private Limited
Steelwedge, Inc.
Sunrise International Ltd. (Barbados)
Terra Technology, LLC
Visualbeam Inc.
Zyme CCI LLC
Zyme Holdings, Inc.
Zyme Intermediate Holdings, Inc.
Zyme Solutions Private Limited
Zyme Solutions UK Private Limited
Zyme Solutions, Inc.