DATA PROCESSING AGREEMENT

("DPA")

1. Scope and Applicability

1.1 This DPA, including its Schedules, is incorporated into and forms part of each of the written agreement(s) between Kinaxis and Customer for the provision of certain software as a service and related professional and implementation services by Kinaxis to Customer ("Main Agreement"), as such services are further specified in the Main Agreements (the "Services"). This DPA applies to Kinaxis's Processing of Customer Personal Data, subject to Applicable Data Protection Laws.

1.2 The schedules to this DPA set out the applicable (i) subject-matter, (ii) nature and purpose of the Processing, (iii) types of Personal Data, (iv) categories of Data Subject(s) and (v) technical and organizational measures. Additional or more specific descriptions of Processing activities may be included in the Main Agreement or the applicable order form.

2. Data Processing Terms

The following terms shall have the following meanings for the purposes of this DPA:

2.1 "**Affiliate**" means any legal entity which directly or indirectly controls, is controlled by, or is under common control of the subject entity (as used herein, "control" means ownership of more than 50% of assets or stock with control over day-to-day operations).

2.2 **"Applicable Data Protection Laws"** means all data privacy or data protection laws or regulations globally that are applicable to the Processing of Personal Data under this DPA, which may include, but are not limited to, (i) the EU General Data Protection Regulation EU/2016/679 (GDPR), as supplemented by applicable EU Member State law and as incorporated into the EEA Agreement, (ii) the Swiss Federal Data Protection Act 2023 and its Ordinance ("FDPA"), (iii) the EU General Data Protection Regulation EU/2016/679, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 pursuant to amendments to the EU General Data Protection Regulation EU/2016/679 made by The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and 2020 (UK GDPR), (iv) the UK Data Protection Act 2018, as amended, (v) US State privacy and data breach laws, rules, codes, and regulations, such as the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act, and its implementing regulations, and (vi) Japan's Act on the Protection of Personal Information, as amended.

2.3 "**Customer**" means the customer entity that has executed the Main Agreement, including Affiliates of such customer entity who have executed any order forms, statements of work, statements of service or other related transaction documents thereunder.

2.4 "**Kinaxis**" means the Kinaxis Affiliate that has executed the Main Agreement.

2.5 "**Kinaxis Affiliate(s)**" means the Affiliate of Kinaxis Inc. that may Process Customer Personal Data under this DPA.

2.6 "**Personal Data**", "**Process/Processing**", **"Data Controller**", "**Data Processor**", "**Data Subject", "Service Provider", "Sell", "Share", "Business Purpose",** and **"Commercial Purpose"** (or the equivalent terms) have the meaning set forth under Applicable Data Protection Laws.

2.7 "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise Processed by Kinaxis through the Services.

2.8 **"Standard Contractual Clauses"** or **"SCCs"** means:

(a) For Personal Data subject to data protection laws of the European Union or a member state of the European Union or the European Economic Area: the standard contractual clauses adopted by the European Commission under Commission Implementing Decision (EU) 2021/914, not including any clauses marked as optional, and as further described in Schedule 2 of this DPA **("EU SCCs"**)

(b) For Personal Data subject to data protection laws of the United Kingdom: the EU SCC together with the United Kingdom International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, issued by the ICO in accordance with s119A of the Data Protection Act ("**UK SCCs**").

(c) For Personal Data subject to the FDPA: the EU SCCs, including the amendments listed in Schedule 2 of this DPA ("**Swiss SCCs**").

2.9 **"Security and Infrastructure Guide"** means the Kinaxis Security and Infrastructure Guide included as an attachment to the Main Agreement or made available online through the Kinaxis Knowledge Network.

2.10 **"Security Terms"** means the Security and Infrastructure Guide and any other security or privacy technical measures as mutually agreed upon by the Parties and included in the Main Agreement.

2.11 **"Subprocessor"** or **"sub-processor"** means Kinaxis Affiliates and third parties engaged by Kinaxis for the provision of the Services and which process Customer Personal Data in accordance with this DPA.

2.12 **"Third Country"** means any country, organization or territory not acknowledged, in accordance with Applicable Data Protection Laws, as a safe country with an adequate level of data protection.

2.13 Other capitalized terms have the definitions provided for them in the Main Agreement.

3. Roles and Responsibilities

3.1 For the Processing of Customer Personal Data under this DPA as part of the provision of the Services, Kinaxis shall act as a Data Processor and Customer shall act as a Data Controller, on behalf of itself, any applicable Customer Affiliates and any other Data Controllers relevant to the Processing of Customer Personal Data under this DPA (or any such equivalent terms under the Applicable Data Protection Laws). Each party shall comply with its own obligations under Applicable Data Protection Laws.

3.2 Customer warrants that it has obtained (i) all relevant authorizations, consents and permissions for the Processing of Customer Personal Data under this DPA and (ii) the required authorizations to act as a single point of contact for Kinaxis and issue instructions under this DPA, acting both on behalf of itself and on behalf of any other Data Controllers relevant to the Processing of Customer Personal Data under this DPA. Should such consent or authorization be revoked by the Data Subject or the applicable Data Controller, the Customer is responsible for communicating such revocation to Kinaxis.

3.3 Kinaxis shall Process Customer Personal Data solely at Customer's documented instructions. This DPA, the Main Agreement and the applicable order form, statements of work, statements of service or any other related transaction documents thereunder constitute such documented initial instructions, and each use of the Services then constitutes Customer's further instructions. Kinaxis will use reasonable efforts to follow any other Customer documented instructions, to the extent they are required by Applicable Data Protection Laws, technically feasible, and do not require changes to the Services. If Kinaxis cannot comply with the documented instruction or is of the opinion that the documented instruction infringes Applicable Data Protection Laws, Kinaxis will promptly notify Customer, and the Parties will work together in good faith to find a suitable solution.

3.4 Kinaxis may also Process Customer Personal Data where required to do so by applicable law or regulation. If required to do so, Kinaxis shall inform Customer of such legal requirement before Processing, to the extent permitted by such applicable law or regulation.

3.5 Kinaxis shall comply with all restrictions applicable to its Processing of Customer Personal Data based on its role under Applicable Data Protection Laws. Kinaxis shall not: (i) sell or share Customer Personal Data; (ii) retain, use, or disclose Customer Personal Data for any commercial purpose or any other purpose except for those specified in the Main Agreement and this DPA; (iv) retain, use, or disclose Customer Personal Data outside of the direct business relationship between Kinaxis and Customer; or (v) combine or update Customer Personal Data with Personal Data that Kinaxis obtains from other sources or collects from its own interaction with the Data Subject.

3.6 Each party acknowledges that it is an independent controller with respect to the Personal Data of the other party's personnel (e.g. business contact data) that is Processed for the purposes of facilitating the Services and maintaining the business relationship between the parties. Each party shall comply with its own obligations under applicable laws regarding the Processing of such Personal Data.

4. Security and Confidentiality

4.1 Kinaxis shall treat all Customer Personal Data as confidential and it shall allow only its employees, contractors, agents and/or Sub-processors who have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality to Process the Customer Personal Data on its behalf.

4.2 Kinaxis has implemented and shall apply the technical and organizational measures described in its Security Terms for the provision of the Services. Customer agrees that it has reviewed such measures and that they are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the Processing of Customer Personal Data under this DPA.

4.3 The Security and Infrastructure Guide may be updated and amended by Kinaxis from time to time at Kinaxis' sole discretion provided that any such amendments do not materially decrease the level of privacy or security afforded to the Customer Personal Data Processed under this DPA. Kinaxis will publish updated versions of the Security and Infrastructure Guide on the Kinaxis Knowledge Network and, where available, Customer may subscribe to receive e-mail notifications of such updated versions.

4.4 Not more than once per year (unless otherwise required under Applicable Data Protection Laws or following a supervisory authority's request), Customer (or an agreed upon third party representative) may verify Kinaxis' compliance with Kinaxis' technical and organizational measures governing the protection, confidentiality, integrity and availability of Customer Personal Data ("Customer Audit"). The time, duration, place, scope, and manner of the Customer Audit must be mutually agreed on by the parties. The Customer Audit will be conducted during regular business hours and may not unreasonably interfere with Kinaxis' business activities. Kinaxis may use third party audit reports as evidence of its compliance. Each party will bear its own costs and fees in relation to the Customer Audit. Kinaxis shall promptly remediate any material deficiencies in its technical and organizational measures governing the protection, confidentiality, integrity and availability of Customer Personal Data that are revealed by the Customer Audit.

5. Assistance and documentation

5.1 Taking into account the nature of Processing and the information available to Kinaxis, Kinaxis shall make available to the Customer all information reasonably necessary to demonstrate compliance with Kinaxis's obligations under this DPA and shall reasonably assist the Customer in ensuring compliance with Customer's own obligations under Applicable Data Protections Laws, including in relation to Personal Data Breaches, data protection impact assessments, and litigation or regulatory inquiries.

5.2 Kinaxis will promptly notify Customer of any request or communications from a regulator, government body, or other supervisory authority relating to Customer Personal Data that Kinaxis or its Subprocessors Process. Kinaxis shall not respond to such requests except as instructed by Customer, unless otherwise required under Applicable Data Protection Laws.

5.3 Each party is responsible for its own compliance with its documentation requirements, in particular maintaining records of Processing where required, under Applicable Data Protection Laws. Each party shall reasonably assist the other party in its documentation requirements, in order to enable the other party to comply with any obligations under Applicable Data Protection Laws.

6. Data Subject Requests

6.1 Kinaxis will promptly notify Customer of any Data Subject's request relating to Customer Personal Data that Kinaxis or its Subprocessors Process. Kinaxis does not directly respond to such requests, unless otherwise required under Applicable Data Protection Laws.

6.2 The Services allow the Customer to insert, correct, update or delete Personal Data directly through the Customer Services user interface, as may be required for the Customer to address a Data Subject request. In circumstances where the Customer does not have access to Personal Data in scope of a Data Subject request, Kinaxis will assist the Customer as required in order to enable the Customer to address the Data Subject request.

The Customer shall forward to Kinaxis any Data Subject request it receives in relation to Personal Data for which Kinaxis acts as a Data Controller and shall not directly respond to such request, unless otherwise required under Applicable Data Protection Laws.

7. Personal Data Breach

7.1 Kinaxis will notify Customer promptly and without undue delay, but no later than seventy-two (72) hours after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Applicable Data Protection Laws.

7.2 As soon as information becomes available, Kinaxis will also provide: (i) a description of the nature of the Personal Data Breach, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the name and contact details of Kinaxis's data protection officer or another contact point where more information can be obtained; (iii) a description of the likely consequences of the Personal Data Breach; and (iv) a description of the measures taken or proposed to be taken by the Data Processor to address the incident including, where appropriate, measures to mitigate its possible adverse effects.

7.3 To the extent permitted under applicable laws, Customer agrees to coordinate with Kinaxis on the content of any public statement or notice required under Applicable Data Protection Laws regarding the Personal Data Breach, prior to making such statements or notices.

8. Subprocessors

8.1 Kinaxis is granted a general authorization to subcontract the Processing of Customer Personal Data to Subprocessors, provided that:

(a) Kinaxis will perform a prior assessment of the security, privacy and confidentiality practices of the Subprocessor prior to its engagement, to establish that it has the capability of providing the level of protection of Personal Data required by this DPA.

(b) Kinaxis shall only engage Subprocessors subject to a written (including in electronic form) agreement consistent with the terms of this DPA in relation to the Subprocessor's Processing of Personal Data.

(c) Kinaxis shall remain at all times liable for any breaches by the Subprocessor in accordance with the terms of this DPA; and,

(d) Kinaxis's list of Subprocessors in place on the effective date of this DPA is published on the Kinaxis Trust Center: https://www.kinaxis.com/en/trust-center , including the name, country location and role of each Subprocessor Kinaxis uses to provide the Services.

8.2 Kinaxis will provide Customer with prior written notification (by email or by posting on the Kinaxis Trust Center) of any changes to the list of Subprocessors, including name, country location and role of the new Subprocessor.

8.3 Customer may object to such changes within fourteen (14) days from the date of Kinaxis' notice. If the Customer does not object within this period, the new Subprocessor is deemed authorized by Customer. Where the Customer has a legitimate reason under Applicable Data Protection Laws to object to the new Subprocessors' Processing of Customer Personal Data, the parties will work together in good faith to find a suitable solution.

8.4 Where no solution for the change in Subprocessor can be agreed upon by the parties, Customer may terminate the applicable order form, statement of service, statement of work or other transaction document with respect to which the Services cannot be provided by Kinaxis without use of the new or changed Subprocessor. Any termination under this section shall be deemed to be without fault or further liability by either party and shall be subject to the terms of the Main Agreement.

8.5 Kinaxis may replace a Subprocessor without advance notice where the reason for the change is outside of Kinaxis's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, Kinaxis will inform Customer of the replacement Subprocessor as soon as possible following its engagement. Sections 8.3 and 8.4 of this DPA shall apply accordingly.

9. International Data Transfers

9.1 Kinaxis shall be entitled to Process Customer Personal Data, including by using Subprocessors, outside the country in which the Customer is located or from which the Customer Personal Data originates, in accordance with this DPA and as permitted under Applicable Data Protection Laws.

9.2 Where Kinaxis is not located in a Third Country and acts as a data exporter, Kinaxis (or its applicable Affiliate on its behalf) has entered into the Standard Contractual Clauses with each applicable Subprocessor as the data importer. Module 3 (Processor to Processor) of the Standard Contractual Clauses shall apply to such transfer.

9.3 Where Kinaxis is located in a Third Country, Kinaxis and Customer hereby enter into the Standard Contractual Clauses with Customer as the data exporter and Kinaxis as the data importer which shall apply as follows:

(e) Module 2 (Controller to Processor) shall apply where Customer is a Controller; and

(f) Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer acts as Processor under Module 3 (Processor to Processor) of the Standard Contractual Clauses, Kinaxis acknowledges that Customer acts as Processor under the instructions of its Controller(s).

9.4 The parties will review any supplemental safeguards which may be required based on Data Protection Laws for the transfer of Customer Personal Data to Third Countries. The parties will work together in good faith to find a mutually acceptable resolution to address such supplementary measures, including any additional technical and organizational measures that may be required.

10. Legally required disclosures

10.1 Kinaxis may be required by law to provide access to Customer Personal Data, such as to comply with a subpoena or other legal process, or to comply with a valid and binding

order of a governmental or regulatory body.

10.2 Unless prohibited from doing so or where there is a clear indication of illegal conduct in connection with the use of the Services, Kinaxis shall promptly and without undue delay notify the Customer before disclosing any Customer Personal Data.

10.3 All requests to disclose Customer Personal Data by any governmental or regulatory body shall be submitted to Kinaxis legal counsel for assessment and approval. Any related Customer Personal Data disclosure will only be processed upon approval and confirmation that the disclosure request is lawful and legally binding.

11. Return and Deletion of Personal Data

11.1 Upon termination or expiration of this DPA or the Main Agreement, Kinaxis will return and/or delete Customer Personal Data in accordance with the terms of the Main Agreement, unless otherwise required under applicable law.

11.2 Where required by applicable law to store the Customer Personal Data for longer, Kinaxis shall inform Customer of such obligation and comply with the requirements of the Data Protection Laws until the Customer Personal Data is securely deleted or returned to Customer.

12. Miscellaneous

12.1 This DPA shall come into effect on the effective date of the Main Agreement. Termination or expiration of this DPA shall not discharge Kinaxis from its security and confidentiality obligations pursuant to Section 4, to the extent that Kinaxis remains in possession or control of any Customer Personal Data.

12.2 *Order of Precedence.* In the event of a conflict between any provisions of the Main Agreement and the provisions of this DPA, the provisions of this DPA shall govern and control.

12.3 *Notice.* Any notices required or provided hereunder by either party to the other shall be given in writing to the addresses specified in the Main Agreement and for Kinaxis shall also be made to dpo@kinaxis.com

12.4 *Liability*. The liability of each party and each party's Subprocessors under this DPA shall be governed by the relevant provisions of the Main Agreement.

12.5 *Governing Law and Jurisdiction.* This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Main Agreement, unless required otherwise by Applicable Data Protection Laws.

SCHEDULE 1 DESCRIPTION OF THE PROCESSING

This DPA applies to the Processing of Personal Data as following:

1.1 *Data Subjects.* Unless provided otherwise by the data exporter, Customer Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners, customers or other individuals having their Personal Data Processed through the Services.

1.2 *Data Categories.* Unless provided otherwise by the data exporter in writing, the Customer Personal Data typically concerns the following categories of data: name, e-mail address, job role and company, address data, system access / usage / authorization data, IP address or other device identifiers and, to the extent they are provided by Customer Services Users, phone number and user profile picture. The Services are not intended for Processing special categories of data and Customer shall ensure no such data is shared with Kinaxis or otherwise Processed through the Services.

1.3 *Purpose and Nature of Processing.* Kinaxis and its Subprocessors will Process Customer Personal Data for the purpose of providing the Services, including related operational and customer support services, in accordance with the Main Agreement, this DPA and Data Protection Laws.

1.4 *Duration and data retention.* Customer Personal Data shall be retained for the duration of the Main Agreement, unless otherwise required under applicable law.

1.5 *Transfers to (sub-) processors.* For transfers to Subprocessors, the subject matter, nature, and duration of the Processing shall be on the same basis as set out in the DPA.

SCHEDULE 2 STANDARD CONTRACTUAL CLAUSES

For the purposes of this DPA, the Standard Contractual Clauses shall be completed or amended as follows:

1. EU SCCs

1.1 *Clause 7 – Docking Clause.* The parties agree the Docking Clause shall not be used.

1.2 *Clause 9(a) – Use of sub-processors.* The Parties agree that Option 2 'General Written Authorization shall be used and that any Subprocessor change shall be handled in accordance with Section 8 of the DPA.

1.3 *Clause 11(a) – Redress.* The parties agree the optional part of this clause shall not be used.

1.4 *Clause 17 – Governing Law.* The Parties agree that Option 1 shall be used, and that the EU SCCs shall be governed by the laws of Ireland.

1.5 *Clause 18(b) - Choice of forum and jurisdiction*. The Parties agree that any dispute arising from the EU SCCs shall be resolved by the courts of Ireland.

1.6 *Annex I. List of Parties - Data Exporter.* The data exporter under the Standard Contractual Clauses is the Customer entity that executed the Main Agreement.

1.7 *Annex I. List of Parties- Data Importer.* The data importer under the Standard Contractual Clauses is the Kinaxis entity that executed the Main Agreement.

1.8 *Annex I. Description of Transfer.* Schedule 1 of this DPA covers the description of transfers under the Standard Contractual Clauses.

1.9 *Annex I. Description of Transfer – Frequency of Transfer. Transfers shall be made on a continuous basis.*

1.10 *Annex I. Competent Supervisory Authority – EU SCCs.* For the purposes of the EU SCCs, the Parties agree that the competent supervisory authority shall be the Irish Data Protection Commission, unless a different competent supervisory authority is designated in accordance with Clause 13 of the EU SCCs.

1.11 *Annex II - Technical and Organizational Measures.* To ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the Processing, and the risks for the rights and freedoms of natural persons, the Data Importer has implemented the technical and organizational measures described in the Security Terms, as such term is defined under the DPA.

1.12 *Annex III – List of Subprocessors.* The list of the Data Importer's Subprocessors is made available to the Data Exporter in accordance with Section 8.1(d) of the DPA.

2. UK SCCs

2.1 *Table 1 – Parties details.* The Parties details are as set out in Annex I of the EU SCC, with no requirement for further signature.

2.2 *Table 2 - Selected SCCs, Modules and Selected Clauses.* The Parties agree the addendum shall be appended to the EU SCCs, including the modules, optional clauses and additions described in the DPA, including Sections 1.1 – 1.3 and Sections 2.4 – 2.6 of this Schedule.

2.3 Table 3- Appendix Information. The Parties agree the appendix information listed in table 3 shall be as set out in the Annexes to the EU SCCs.

2.4 *Clause 17 – Governing Law.* The Parties agree that Option 1 shall be used, and that the UK SCCs shall be governed by the laws of England and Wales.

2.5 Clause 18(b) - Choice of forum and jurisdiction. The Parties agree that any dispute arising from the UK SCCs shall be resolved by the courts of England and Wales.

2.6 Annex I. Competent Supervisory Authority – UK SCCs. For the purposes of the UK SCCs, the Parties agree that the competent supervisory authority shall be the Information Commissioner's Office.

3. Swiss SCCs

3.1 General. References to the General Data Protection Regulation and the Regulation (EU) 2016/679 are to be understood as references to the FDPA.

3.2 Clause 17 – Governing Law. The Parties agree that Option 1 shall be used, and that the Swiss SCCs shall be governed by the laws of Switzerland.

3.3 *Clause 18(b) - Choice of forum and jurisdiction.* For the purposes of the Swiss SCCs, Switzerland is to be considered as a Member State within the meaning of EU SCCs. The Parties agree that any dispute arising from the Swiss SCCs shall be resolved by the courts of the Canton of Zurich, Switzerland.

3.4 *Annex I. Competent Supervisory Authority – Swiss SCCs.* For the purposes of the Swiss SCCs, the Parties agree that the competent supervisory authority shall be the Federal Data Protection and Information Commissioner.