DATA PROCESSING ADDENDUM

This Data Processing Addendum (this "**DPA**") governs the Processing of Personal Data in connection with the Services. By (a) executing or otherwise accepting an Order Form, subscription terms governing use of the applicable Services (the "**Subscription Terms**"), a Statement of Work, or any other agreement that references this DPA or (b) Processing Personal Data through any Services, Customer accepts and agrees to this DPA. Upon acceptance, this DPA is expressly incorporated into the Subscription Terms. If an individual accepts this DPA on behalf of an entity, such individual represents and warrants that they are authorized to bind such entity to this DPA, and such entity shall be deemed the "Customer" hereunder.

Capitalized terms have the meanings given below or, if not defined herein, in the Subscription Terms.

1. Definitions.

1.1 GDPR. The following capitalized terms have the definitions given to them under the European Union General Data Protection Regulation (Regulation (EU) 2016/679) (the "**GDPR**"): "**Controller**;" "**Data Subject**;" "**Personal Data**;" "**Process**," "**Processing**," and correlative words; "**Processor**;" and "**Supervisory Authority**."

1.2 Other Terms. The following capitalized terms have the meanings set forth below:

(a) "**Data Protection Laws**" means, as in effect from time to time, the laws and regulations, including laws and regulations of the United States, European Union, the European Economic Area and their member states, Switzerland, and the United Kingdom, applicable to the Processing of Personal Data under the Agreement. With respect to Processing within its respective scope, Data Protection Laws include specifically GDPR; with respect to the United Kingdom, the GDPR 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 (the "**UK GDPR**") and the United Kingdom Data Protection Act 2018; and with respect to Switzerland, the Federal Act on Data Protection of 19 June 1992, as revised effective 1 January 2023 (the "**FADP**").

(b) "**EEA**" means the European Economic Area.

(c) "**Permitted Processing**" means all Processing performed by Provider under this DPA in accordance with the Controller Instructions.

(d) "**Services Personal Data**" means all Personal Data that Customer and/or its Authorized Users upload to the Subscription Services.

(e) "**Standard Contractual Clauses**" means the standard contractual clauses as set forth in the Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (available at: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32021D0914&qid=1623192961660), completed as described in this DPA. Upon effectiveness (as determined by the European Commission) of any amendments or replacements, the Standard Contractual Clauses shall be deemed to include such amendments and/or replacements to the extent applicable to the activities described in this DPA.

(f) "**UK Addendum**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, template version B1.0, issued by the UK's Information Commissioner's Office and laid before Parliament under Section119A(1) of the Data Protection Act 2018 on 2 February 2022, and entering into force on 21 March 2022.

2. Description of Processing.

2.1 Scope of Processing.

(a) Subject Matter. Provider and Customer enter into this DPA to establish their respective rights and obligations with regard to the Processing of Personal Data in connection with the performance of the Agreement. While the Parties acknowledge that the precise Data Protection Laws that apply to the Permitted Processing will depend on the nature and location of the Permitted Processing, the Parties agree that, unless otherwise stated herein, this DPA applies to the Permitted Processing irrespective of whether the GDPR or any other Data Protection Law applies.

(b) Purpose of Processing. Provider is Processing Personal Data to provide the Services to Customer and its Authorized Users in accordance with the Agreement.

(c) Types of Personal Data; Categories of Data Subjects. Provider is Processing the Services Personal Data. The Data Subjects of the Services Personal Data may include Customer's employees, customers, suppliers, and end-users.

(d) Nature of Processing. Provider will receive, store, and perform other Processing actions on the Personal Data in all cases as required to fulfill the purpose of Processing described above, as may be described in further detail in the Documentation.

(e) Duration of Processing. Provider will Process the Personal Data for so long as Provider is providing the Services to Customer and/or its Authorized Users (the "**Processing Term**"). At the conclusion of the Processing Term, at Customer's election (as communicated to Provider in writing), Provider shall delete or return all Services Personal Data, provided that Provider may retain such copies of the Services Personal Data as are required to comply with applicable Law.

2.2 Role of Parties; Processing Instructions. In connection with all Processing occurring under this DPA, Provider is a processor of the Services Personal Data, and Customer is a controller or processor, as applicable. Provider shall Process the Service Personal Data only for the purpose described in Section 2.1(b) of this DPA and as necessary to comply with additional written instructions concerning Personal Data Processing that Customer gives to Provider (collectively, "**Processing Instructions**"). The Parties agree that this DPA, including specifically the Processing Instructions, constitutes the documented instructions from the Controller described in Article 28 of the GDPR. If Customer is a Processor of the Services Personal Data, Customer represents and warrants that the Processing Instructions and Customer's appointment of Provider as another Processor have been authorized by the relevant Controller. Provider shall immediately inform Customer if, in Provider's opinion, any Processing Instruction violates the GDPR or any other Data Protection Law.

2.3 Data Security and Confidentiality. Provider will maintain appropriate technical, physical, and administrative safeguards to protect the security and integrity of the Services Personal Data, as may be described from time-to-time in the Documentation. Provider will treat the Services Personal Data as confidential and protect it in accordance with Section 6 of the main body of this Agreement. Provider shall ensure that its employees and contractors involved in the Permitted Processing are subject to obligations of confidentiality (whether contractual, statutory, or otherwise) consistent with those set forth in the main body of the Agreement. This Section 2.3 does not limit Customer's responsibility for using appropriate technical, physical, and administrative safeguards to protect the Services Personal Data and otherwise using the Services consistent with the Documentation and in a secure manner, including, without limitation, by securing Authorized Users' credentials and retaining copies of the Services Personal Data as appropriate.

2.4 Compliance with Data Protection Laws. Without limiting anything in this DPA, each Party shall comply with all Data Protection Laws in the course of its performance of the Agreement and this DPA.

2.5 Sub-processors. Customer authorizes Provider to use third Persons to perform any of the Permitted Processing or to otherwise fulfill Provider's obligations under this DPA (such Persons, "**Sub-processors**"). On Customer's written request (no more than once per six (6)-month period), Provider will provide a substantially complete list of Sub-processors. Provider will restrict each Sub-processor's access to Services Personal Data to that which is necessary for such Sub-processor to provide its services to Provider and will enter into a written agreement with each Sub-processor imposing on such Sub-processor the same obligations imposed on Provider under this DPA.

3. Provider Assistance.

3.1 Assistance. Provider shall reasonably assist Customer with complying with the GDPR and other Data Protection Laws as follows:

(a) Data Subject Rights. To the extent possible, Provider will assist Customer with responding to requests by Data Subjects to exercise applicable data subject rights granted to them under Data Protection Laws with respect specifically to the Services Personal Data.

(b) Technical and Organizational Measures. Taking into account the nature of the Permitted Processing and information available to Provider, Provider will assist Customer in its implementation of appropriate technical and organizational measures to protect the security and integrity of the Services Personal Data.

(c) Prior Consultations. Taking into account the nature of the Permitted Processing and information available to Provider, Provider will assist Customer in any consultations with a Supervisory Authority required under Data Protection Laws.

3.2 Information and Access. At Customer's request, Provider will make available to Customer all information necessary to demonstrate its compliance with this DPA and shall assist with audits and inspections conducted by or on behalf of Customer. Customer shall ensure that any third parties it engages to conduct any such audit is subject to confidentiality obligations that protect Provider's Confidential Information learned during any such audit consistent with the Agreement. Provider may impose any procedural steps on audits and inspections conducted under this Section 3.2 and may refuse any requests for an audit or inspection, in each case to the fullest extent permitted under Data Protection Laws.

4. Data Transfers.

4.1 Data Transfer. Once stored in the EEA, the United Kingdom, and/or Switzerland, Provider may transfer Services Personal Data out of the EEA, the United Kingdom, and/or Switzerland only if reasonably required for Provider to provide services to Customer or to obtain services from a Subprocessor. Except as permitted under the previous sentence, Provider will not transfer Services Personal Data out of the EEA, the United Kingdom, and/or Switzerland without Customer's prior written consent. Any transfer out of the EEA, the United Kingdom, and/or Switzerland to a country not recognized by the European Commission as providing adequate levels of protection for Personal Data (as described in Article 45 of the GDPR, the UK GDPR, or the FADP, as applicable) shall be subject to the applicable Standard Contractual Clauses (as completed and/or modified pursuant to Section 4.2).

4.2 Standard Contractual Clauses. The Standard Contractual Clauses apply only to Services Personal Data that is transferred from the EEA or any other jurisdiction that recognizes the Standard Contractual Clauses as a lawful transfer mechanism, either directly or via onward transfer, to any country or recipient: (i) not recognized by the European Commission or other competent authority as providing an adequate level of protection for Personal Data (as described in Article 45 of the GDPR) and (b) not covered by a suitable framework recognized by the relevant authorities or courts as providing an adequate level of

protection for Personal Data. The Standard Contractual Clauses are hereby incorporated by reference with respect to each applicable transfer. To the extent the Parties rely on the Standard Contractual Clauses, by executing this DPA, the Parties are deemed to be signing the Standard Contractual Clauses, including Annex I.A thereto. The Standard Contractual Clauses are deemed completed as follows:

(a) Customer is the data exporter, Provider is the data importer, and their respective contact details are set forth in Exhibit A (Sections 1 and 2, respectively) to this DPA.

(b) Module Two (Transfer Controller to Processor) applies to transfers occurring pursuant to this DPA.

(c) Clause 7 (Optional Docking Clause) does not apply.

(d) Clause 8.9 (Documentation and Compliance): the Parties agree that audits and requests for audits pursuant to Clause 8.9 shall be done in accordance with Section 3.2 of this DPA.

(e) Clause 9(a) (Use of Sub-processors): the Parties elect Option 2 (General Written Authorization) with a 10-day notice period. The data exporter consents to the data importer's engagement of Sub-processor(s) in accordance with Section 2.5 of this DPA.

(f) Clause 11(a) (Redress): the optional section does not apply.

(g) Clause 17 (Governing Law): the Parties elect Option 1 and agree that the Clauses shall be governed by the laws of Germany.

(h) Clause 18(b) (Choice of Forum and Jurisdiction): the Parties agree that any dispute arising from the Standard Contractual Clauses shall be resolved by the courts of Germany.

(i) Exhibit A (Section 3) to this DPA will apply to Annex 1.

(j) Exhibit A (Section 4) to this DPA will apply to Annex 2.

4.3 UK. In addition to the Standard Contractual clauses as completed pursuant to Section 4.2, Personal Data transfers from the United Kingdom to a country or recipient described in Section 4.1 shall be governed by the UK Addendum, completed as follows:

(a) For the purposes of Table 1 of the UK Addendum, the parties' details and contact information are set forth in Sections 1 and 2 of Exhibit A to this Amendment, and the start date shall be deemed the same date as the Standard Contractual Clauses.

(b) For the purposes of Table 2 of the UK Addendum, the version of the Standard Contractual Clauses to which the UK Addendum applies is Module Two (Transfer Controller to Processor), and Section 2(a) describes the selection of applicable optional provisions.

(c) For the purposes of Table 3 of the UK Addendum, the list of parties and description of the transfer are as set out Sections 1 through 3 of Exhibit A of this Amendment, Pfx's technical and organisational measures are set forth in Section 4 of Exhibit A, and the list of Pfx's sub-processors shall be provided pursuant to the "Sub-processors" section of the DPA.

(d) For the purposes of Table 4 of the UK Addendum, neither party will be entitled to terminate the UK Addendum in accordance with clause 19 of Part 2: Mandatory Clauses thereof.

4.4 Switzerland. In addition to the Standard Contractual clauses as completed pursuant to Section 4.2 Personal Data transfers from Switzerland to a country or recipient described in Section 4.1 shall be governed by the Standard Contractual Clauses, modified as follows:

(a) The parties adopt the GDPR standard for all data transfers.

(b) For competent supervisory authority under Clause 13, the parties choose the supervisory authority identified in Section 3 of Appendix A insofar as the data transfer is governed by the GDPR and the Federal Data Protection and Information Commissioner insofar as the data transfer is governed by the FADP.

(c) The term "member state" in the Standard Contractual Clauses shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18 c.

(d) The Standard Contractual Clauses also protect the data of legal entities to the extent set forth in the FADP until the entry of the force of the revised FADP on 1 January 2023.

4.5 Conflict. In the event of any conflict or inconsistency between this DPA and the applicable Data Protection Law, such Data Protection Law shall prevail.

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Exhibit A
Processing Information

1. Data Exporter (Customer) Information

Name of Data Exporter: Refer to Order Form and/or Subscription Terms.

Contact: Refer to Order Form and/or Subscription Terms.

Role: Controller

The data exporter is a customer of the data importer which may from time to time export Services Personal Data as needed for the data importer to provide the Subscription Services.

2. Data Importer (Provider / Pricefx) Information

Name of Data Importer: Refer to Order Form and/or Subscription Terms.

Contact: Refer to Order Form and/or Subscription Terms.

Role: Processor

The data importer is a provider of Subscription Services and related professional services.

3. Details of Processing

Categories of data subjects whose personal data is transferred:

As determined by the Controller based on the use of the Subscription Services.

Categories of personal data transferred:

Identifiers: Names, email addresses, phone numbers

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

N/A

The frequency of transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Continuous

Nature of the processing:

Processing consists of storage, analysis, deletion, and other functions required to deliver the data importer's Subscription Services and professional services to the data exporter.

Purpose(s) of the data transfer and further processing

The data importer may process the imported personal data in order to enable price optimization and management and CPQ functions of its Subscription Services as well as to perform professional services concerning the implementation and configuration of such solutions.

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

Personal data will be retained for so long as the data importer provides to the data exporter products or services requiring processing of the personal data. Personal data may be retained beyond such period only to the extent the data importer determines it is necessary to do so to comply with applicable legal obligations.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Transfers to sub-processors shall be made only to the extent the sub-processors provide services to the data importer that require processing of personal data. The subject matter, nature, and duration of the processing will all be as required for the applicable sub-processor to provide its services to the data importer. Processor's sub-processors are identified here.

4. Data Importer's Technical and Organizational Measures

CERTIFICATIONS

Pricefx has the following certification:

ISO 27001
SOC 1 Type II
SOC 2 Type II
TISAX

SECURITY CONTROLS

Refer to Security Addendum.