

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**Addendum**”) forms part of all written or electronic agreements (together, the “**Agreement**”) by and between the customer named at the end of this Addendum (“**Customer**”) and SciQuest, Inc. dba JAGGAER (“**JAGGAER**”).

1. DEFINED TERMS

In this Addendum:

- (a) Terms such as “**Controller**,” “**Data Subject**,” “**Personal Data**,” “**Process**” (including its variants) and “**Processor**” have the meanings given in GDPR.
- (b) “**Data Protection Laws**” means Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 repealing Directive 96/46/EC (General Data Protection Regulation 2016/679 (“**GDPR**”)) and national laws implementing GDPR.

Any other capitalized term has the meanings given in the Agreement.

2. PURPOSE

This Addendum memorializes the parties’ agreement about the Processing of Personal Data subject to Data Protection Laws.

3. DATA PROCESSING OBLIGATIONS

- (a) Customer as Controller appoints JAGGAER as Processor. JAGGAER shall only Process the Personal Data on behalf of Customer for the purposes set forth in the Agreement and as otherwise instructed by Customer in writing or as required to comply with any applicable law.
- (b) Customer hereby warrants and represents, on a continuous basis throughout the Term of the Agreement, that all Personal Data provided or made available by Customer to JAGGAER for Processing in connection with the Agreement was collected by Customer and transmitted to JAGGAER in accordance with Data Protection Laws and Customer has obtained all necessary approvals, consents, authorizations and licenses from each and every Data Subject required under Data Protection Laws to enable JAGGAER to Process the Personal Data pursuant to the Agreement and to exercise its rights and fulfil its obligations under this Agreement
- (c) Unless restricted by applicable law, JAGGAER shall inform Customer if, in JAGGAER’s reasonable opinion, any Processing under the Agreement or an instruction from Customer conflicts with JAGGAER’s legal obligations or Data Protection Laws. After JAGGAER so informs Customer, JAGGAER shall have no liability for any claim arising from or related to Processing of Personal Data under this Addendum by JAGGAER in accordance with Customer’s instructions.
- (d) JAGGAER shall ensure that all employees, agents and processors authorized by JAGGAER to Process Personal Data are subject to contractual, statutory or common law obligations of confidentiality.
- (e) JAGGAER shall provide Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under Data Protection Laws.
- (f) JAGGAER shall implement appropriate technical and organizational measures in relation to the Processing of Personal Data intended to ensure a level of security appropriate to the Personal Data Processing, including as applicable the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and a procedure for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing of Personal Data.
- (g) Without undue delay and within no more than forty eight (48) hours after JAGGAER has a reasonable degree of certainty about the occurrence of accidental or unlawful destruction, loss or alteration of, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed by JAGGAER pursuant to this Addendum (“**Personal Data Breach**”), JAGGAER shall notify Customer of the Personal Data Breach via email to the email address in the signature block below, provide such information as Customer may reasonably require to meet its obligations under applicable law with respect to the Personal Data Breach and take steps to remediate

the Personal Data Breach. Customer understands and agrees that JAGGAER shall have no responsibility for Customer's failure to timely receive any duly-transmitted email about a Personal Data Breach that was not received by Customer due to Customer's failure to monitor or maintain as active the email address provided by Customer or technical issues outside of JAGGAER's reasonable control.

- (h) JAGGAER shall (i) timely notify Customer via email to the email address in the signature block below if JAGGAER receives any complaint, notice or communication which relates to the Processing of Personal Data under this Addendum and (ii) provide Customer with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- (i) If Customer is subject to an audit or investigation from a competent data protection regulator, JAGGAER shall, when required, respond to any information requests, and/or agree to submit its premises and operations to audits, including inspections by Customer and/or the competent data protection regulator, in each case for the purpose of evidencing its compliance with this Addendum, provided that:
 - (i) Customer shall ensure that all information obtained or generated in connection with any information request, audit or inspection is kept strictly confidential (unless disclosure to a competent data protection regulator or as otherwise required by applicable law);
 - (ii) Customer shall ensure that any information request, audit or inspection is undertaken within normal business hours (unless such other time is mandated by a competent data protection regulator) with minimal disruption to the businesses of JAGGAER and/or its processors (also known as "sub-processors") and acknowledging that such information request, audit or inspection: (a) shall not oblige JAGGAER to provide or permit access to information concerning JAGGAER's internal pricing information or relating to other recipients of services from JAGGAER; and (b) shall be subject to any reasonable policies, procedures or instructions of JAGGAER or its sub-processors for the purposes of preserving security and confidentiality;
 - (iii) Customer shall give JAGGAER at least 30 days' prior written notice of an information request and/or audit or inspection (unless the competent data protection regulator provides Customer with less than 30 days' notice, in which case Customer shall provide JAGGAER with as much notice as possible);
 - (iv) If any information request, audit or inspection relates to systems provided by or on the premises of JAGGAER's sub-processors, the scope of such information request, audit and/or inspection shall be as permitted under the relevant agreement in place between JAGGAER and the sub-processor.
 - (v) A maximum of one information request, audit and/or inspection may be requested by Customer in any twelve (12) month period unless an additional information request, audit and/or inspection is mandated by a competent data protection regulator in writing.
 - (vi) Customer shall pay JAGGAER's reasonable costs for any assistance, contribution, co-operation, provision of information or facilitation of any audit or inspection or other work undertaken pursuant to JAGGAER's obligations under this Addendum unless such costs are incurred due to JAGGAER's breach of its obligations under this Addendum.
- (j) Upon expiration or any earlier termination of the Agreement, JAGGAER shall, as set forth in the Agreement or upon Customer's written request, delete or return to Customer all Personal Data in JAGGAER's possession; provided, however, that JAGGAER may retain Personal Data as permitted or required to meet its obligations under applicable law. JAGGAER also shall notify all of its sub-processors of the obligation to delete or return to Customer all Personal Data in their possession and take reasonable steps to ensure their compliance. Deletion for the purposes of this sub-section (j) shall include putting Personal Data beyond further use.

4. SUB-PROCESSORS

- (a) Subject to this Addendum, JAGGAER shall exercise its own discretion in the selection and use of means necessary to perform its Processing obligations under the Agreement.

- (b) Customer hereby provides its general authorization to JAGGAER to appoint any sub-processors identified by JAGGAER on the following list ("**Sub-processor List**") to Process Personal Data on JAGGAER's behalf: <https://www.jaggaer.com/trustcenter/privacy/subprocessors/>. JAGGAER shall ensure that sub-processors on the Sub-processor List are contractually obligated to protect Personal Data in compliance with Data Protection Laws and consistent with the obligations imposed on JAGGAER in this Addendum. JAGGAER shall remain responsible for the acts and omissions of each sub-processor on the Sub-processor List as if they were the acts and/or omissions of JAGGAER.
- (c) JAGGAER shall notify Customer of any addition or replacement of sub-processors on the Sub-processor List. Customer agrees that JAGGAER may provide notification of any change to the Sub-processor List by use of an email ("**Email Notification**") sent to the email address in the signature block below or as otherwise designated by Customer in writing. Customer must object to any change to the Sub-processor List by written reply to the Email Notification within ten (10) business days after the date of the Email Notification. If the Parties cannot mutually agree to a reasonable resolution to Customer's objection, either Party may terminate the Agreement upon written notice to the other Party.

5. INTERNATIONAL TRANSFERS

This Section 5 applies when JAGGAER or its sub-processors Processes Customer's Personal Data in countries outside the EEA or Switzerland ("**International Transfer**"). JAGGAER shall undertake (and shall ensure that its sub-processors undertake) an International Transfer only (i) subject to the terms of the Standard Contractual Clauses ("**Clauses**") set forth in Schedule 1, which Clauses shall be deemed executed on the same date and in the same manner as this Addendum, (ii) subject to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks ("**Privacy Shield**") or (iii) to a country that has received a binding adequacy decision by the European Commission or otherwise under Data Protection Laws (collectively, with the Standard Contractual Clauses and Privacy Shield, the "**International Transfer Mechanisms**"). When this Section 5 applies, the terms of this Addendum shall be read in conjunction with the applicable International Transfer Mechanism. Nothing in this Addendum shall be construed to prevail over any conflicting clause of the applicable International Transfer Mechanism. For the purposes of this Section 5, Customer hereby authorizes JAGGAER as agent for Customer to enter into the Clauses with a sub-processor in the name and on behalf of Customer.

6. MISCELLANEOUS

Except as amended by this Addendum, the Agreement shall remain in full force and effect. Any claims arising under this Addendum shall be subject to the exclusions, limitations and other terms of the Agreement. If the Agreement and this Addendum conflict, then this Addendum shall control but solely with respect to the Processing of Personal Data. This Addendum shall expire on the expiration or any earlier termination of the Agreement or the date on which JAGGAER no longer Processes Personal Data, whichever is earlier.

ACCEPTED AND AGREED BY AND ON BEHALF OF:

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

SCIQUEST, INC. DBA JAGGAER

DocuSigned by:

By: John Lawlor

Name: John Lawlor

Title: General Counsel

Address: 3020 Carrington Mill Blvd, Suite 100, Morrisville NC 27560

Date: 11/15/2018

SCHEDULE 1

**Commission Decision C(2010)593
Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

Address:.....

Tel.: ; e-mail:

Other information needed to identify the organisation: not applicable

(the data **exporter**)

And

Name of the data importing organisation: SciQuest, Inc. doing business as JAGGAER (“JAGGAER”)

Address: 3020 Carrington Mill Blvd. Suite 100, Morrisville, NC 27560

Tel.:+1 (919) 659- 2100 ; E-mail: privacy@jaggaer.com

Other information needed to identify the organisation: not applicable

(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.

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;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (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;
- (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 (i), 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 within the meaning of Directive 95/46/EC;
- (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 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.

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:

Name (written out in full):

Position:

Address:

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

Signature.....

(stamp of organisation)

On behalf of the data importer: SciQuest, Inc. doing business as JAGGAER (“JAGGAER”)

Name (written out in full): John Lawlor

Position: Data Protection Officer

Address: 3020 Carrington Mill Blvd. Suite 100, Morrisville, NC 27560

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

DocuSigned by:
Signature: *John Lawlor*.....
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(stamp of organisation)

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 the legal entity that has executed the Clauses as a Data Exporter.

Data importer

The data importer is JAGGAER, which processes Personal Data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Data subjects

Data exporter may submit Personal Data pursuant to the Agreement, the extent of which is determined and controlled by the data exporter in its sole discretion.

The Personal Data transferred concern the following categories of data subjects:

1. Users of the JAGGAER Applications (as defined in the Agreement) including:
 - Employees, contractors and other agents of JAGGAER'S customers
 - Any other Authorized Users accessing the JAGGAER Applications under Customer's Subscription
2. Customer's business contacts within the JAGGAER Applications who are natural persons ("**Business Contacts**") including: Customer's current and potential suppliers and related users
 - Customer's current and potential customers and related users
 - Customer's current and potential business partners and related users

Categories of data

The categories of Personal Data transferred are determined and controlled in the sole discretion of the data exporter pursuant to the Agreement.

The Personal Data transferred includes:

- I. Professional Contact Information of Authorized Users and Business Contacts:
 - Name and Surname
 - Title and position
 - Name of Company
 - Business email address
 - Business physical address
 - Business phone number
- II. Data derived from use of the JAGGAER Applications including:
 - Log-in credentials: user name and passwords
 - Log-in and connection data
- III. Business transaction data processed within the JAGGAER Applications which may contain Personal Data if (i) Customer is a natural person or (ii) Customer's current or potential customers and suppliers exported into the JAGGAER Applications are natural persons, such as:
 - Contractual relationships with current and potential vendors and customers
 - Tax ID Number for Customer as a natural person
 - Purchase Data

- Bid Submissions
- Business credit cards issued under a personal name

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

In the normal and intended use case of the JAGGAER Applications, special categories of data should not be provided.

The special categories of Personal Data (if any) transferred are determined and controlled in the sole discretion of the data exporter pursuant to the Agreement.

Processing operations

The personal data transferred will be subject to the following basic processing activities:

The objective of processing of Personal Data by data importer is the performance of the Agreement pursuant to the instructions of the data exporter.

DATA EXPORTER

Name:

Authorised Signature:

DATA IMPORTER SciQuest Inc. doing business as JAGGAER (“JAGGAER”)

Name: John Lawlor

Authorised Signature:

DocuSigned by:

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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) (or document/legislation attached):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data processed pursuant to the Agreement.


DATA EXPORTER

Name:

Authorised Signature:

DATA IMPORTER SciQuest, Inc. doing business as JAGGAER ("JAGGAER")

Name: John Lawlor

Authorised Signature:  DocuSigned by:
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