

Data Processing Addendum (Last Updated May 5, 2025)

This addendum forms part of the Master Agreement – Intelligent Warehouse Solutions, Master Automated Truck System Agreement, Master Agreement – RAYMOND® Solutions or other written or electronic agreement between S&SC and Customer that incorporates this addendum by reference (the “**Agreement**”) for the purchase, lease, rental or subscription to one or more RAYMOND® products (the “**Products**”), and sets forth the terms relating to the privacy, confidentiality and security of Personal Information (as defined below). In the event of any conflict between this addendum and the Agreement, this addendum will prevail with regard to the Processing of Personal Information. Any capitalized terms used, but not defined in this addendum have the meanings ascribed to those terms in the Agreement.

The parties agree as follows:

I. Definitions.

“**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by or is under common Control with the applicable party, where “*Control*” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another company or legal entity, whether: (i) through the ownership of voting stock or securities; (ii) through the ownership of partnership or membership interest; (iii) by contract; or (iv) otherwise.

“**Authorized Affiliates**” means any of Customer’s Affiliates that are permitted to use the Products under the Agreement.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, as amended by the California Privacy Rights Act, and its implementing regulations

“**Data Controller**” means a person who alone or jointly with others determines the purposes and means of the Processing of Personal Information, including any “business” as that term is defined by the CCPA.

“**Data Processor**” means a person who Processes Personal Information on behalf of the Data Controller, including, any “service provider” as that term is defined by the CCPA or other applicable Privacy Laws.

“**Europe**” means the European Union, European Economic Area, Switzerland and the United Kingdom.

“**Government Authority Request**” means any subpoena, warrant or other judicial, regulatory, governmental or administrative order, proceeding, demand or request (whether formal or informal) by a government or quasi-governmental or other regulatory authority (including law enforcement or intelligence agencies) seeking or requiring access to or disclosure of Personal Information.

“**Information Security Incident**” means (i) any destruction, loss, misuse, modification, unauthorized access to, or disclosure or acquisition of, any Personal Information; or (ii) any “breach of security safeguards” or “confidentiality incident” as defined pursuant to applicable Privacy Laws. Information Security Incident does not include unsuccessful attempts or activities that do not compromise the security of Personal Information, including unsuccessful login attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

“**Personal Information**” means any electronic data provided by or for Customer or its Authorized Affiliates to the Cloud Services, including Customer Content, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified, identifiable or particular individual or household, regardless of the media in which it is contained.

“**PIPEDA**” means the Personal Information Protection and Electronic Documents Act (Canada), S.C. 2000, c. 5, as amended from time-to-time, together with the regulations thereto.

“**Process**”, “**Processed**”, or “**Processing**” means any operation or set of operations performed upon Personal Information or on sets of Personal Information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, retaining, accessing, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, transmitting, aligning, combining, restricting, anonymizing, deleting or destroying the data.

"Privacy Laws" means the laws, rules, regulations, directives and governmental requirements that apply to the Processing of Personal Information pursuant to the Agreement, including, as applicable, CCPA, PIPEDA and the Provincial Privacy Laws.

"Provincial Privacy Laws" means the *Personal Information Protection Act*, SA 2003, c P-6.5 (Alberta), the *Personal Information Protection Act*, SBC 2003, c 63 (British Columbia), and the *Act respecting the protection of personal information in the private sector*, CQLR c P-39.1 (Quebec), each as amended from time to time and together with the regulations thereto.

"Sell" and **"Share"** have the meanings ascribed to those terms in Privacy Laws.

"Sub-Processor" means a third party authorized as another Data Processor under this addendum to have access to and Process Personal Information to provide parts of the Products.

II. Anticipated Roles and Authority to Process Personal Information.

(A) Customer shall have exclusive authority to determine the purposes for and means of Processing Personal Information. S&SC shall Process Personal Information only on behalf of and for the benefit of Customer, and for the sole purpose of carrying out its obligations pursuant to the Agreement and Customer's documented written instructions, or as otherwise required or authorized under applicable law. S&SC shall not Process Personal Information for any other purpose or outside of the direct business relationship between Customer and S&SC. Except as permitted by Privacy Laws, S&SC shall not combine Personal Information with other personal information that S&SC receives from a non-party or collects independently from the Agreement.

(B) The Parties anticipate that Customer will act as a Data Controller and S&SC will act as a Data Processor with respect to the Processing of Personal Information under the Agreement as currently described in Exhibit 1 to this addendum. Customer shall provide all required notices to, and obtain all required consents from, all relevant individuals prior to providing any Personal Information regarding such individuals to S&SC (including any notices and consents required for S&SC to Process the Personal Information in accordance with the Agreement and this addendum), in accordance with Privacy Laws and any applicable guidance issued or published by any relevant governmental or regulatory authority (including any relevant supervisory authority or privacy commissioner); (ii) retain appropriate records of the notices and consents described above, and promptly provide evidence of such notices and consents to S&SC upon S&SC's request; and (iii) take all reasonable steps to ensure that the Personal Information provided to S&SC by Customer is accurate, up-to-date, and restricted to only the minimum Personal Information required by S&SC for the purposes of performing the Agreement.

(C) Any Personal Information will, at all times, be and remain the sole property of Customer and S&SC will not have or obtain any rights therein except as otherwise provided in the Agreement.

(D) Customer enters into this addendum on behalf of itself and, to the extent required under applicable Privacy Laws, in the name and on behalf of its Authorized Affiliates, if and to the extent S&SC Processes Personal Information for which such Authorized Affiliates qualify as a Data Controller. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement. All access to and use of the Products by Authorized Affiliates must comply with the terms of the Agreement and any violation of the terms of the Agreement by an Authorized Affiliate will be deemed a violation by Customer. Customer shall remain responsible for coordinating all communications with S&SC under this addendum and be entitled to make and receive any communication in relation to this addendum on behalf of its Authorized Affiliates.

III. Disclosure of and Access to Personal Information.

(A) S&SC shall not share, transfer, disclose, make available or otherwise provide access to any Personal Information to any non-party, except as necessary for the provision of Products to Customer or as otherwise permitted by the Agreement or required by applicable law. Customer provides general authorization to S&SC's use of Sub-Processors to provide Processing activities on Personal Information on behalf of S&SC. S&SC shall enter into a written agreement with each Sub-Processor that imposes substantially similar obligations on the Sub-Processor as those imposed on S&SC under this addendum. Where the Sub-Processor fails to fulfil its obligations, S&SC shall remain fully liable to Customer for the performance of such Sub-Processor's obligations. Upon written request, S&SC shall provide Customer with a list of its Sub-Processors that Process Personal Information.

(B) S&SC shall not Sell or Share Personal Information, and the Parties hereto acknowledge and agree that Customer does not Sell or Share Personal Information to S&SC in connection with the Products provided by S&SC on behalf of Customer pursuant to the Agreement.

(C) Customer agrees that S&SC may transfer, transmit, disclose or otherwise Process Personal Information anywhere in the world where S&SC or its Sub-Processors maintain data Processing operations as necessary to provide the Products to Customer. For the avoidance of doubt, Customer acknowledges that S&SC and its Sub-Processors transfer and store Customer Content, including any Personal Information, in the United States. Customer shall take all steps required pursuant to Privacy Laws to permit S&SC and its Sub-Processors to Process Personal Information outside the province and country where the Customer and the relevant individuals are located, including without limitation, providing any required notices and conducting any required assessments with respect to such cross-border data Processing activities.

(D) Customer acknowledges that its use of the Products is restricted to North American facilities. Customer states that S&SC will not Process Personal Information relating to individuals in Europe.

(E) S&SC shall promptly inform Customer in writing of any enquiries, complaints or requests with respect to Personal Information received from consumers, employees, agents, consultants, contractors or others, unless restricted from doing so under applicable law. Subject to any requirements applicable to S&SC under applicable laws, including the Privacy Laws, S&SC shall respond to such requests in accordance with Customer's instructions.

(F) S&SC and Customer shall reasonably cooperate with each other if an individual requests access or updates to, or deletions of, his or her Personal Information, requests the restriction of, or objects to, the Processing of his or her Personal Information, or makes a data portability request for any reason. Customer shall be responsible for any expenses that S&SC incurs under this section III(F).

(G) S&SC shall implement and maintain a documented procedure for reviewing and responding to Government Authority Requests. Such procedure shall require that S&SC shall:

(1) To the fullest extent permitted by law, promptly notify Customer, in writing, of any such Government Authority Request and cooperate with Customer in responding to such request;

(2) Scrutinize any such Government Authority Request to determine whether the request is valid, legally binding and lawful and reject or contest any request that is not valid, legally binding and lawful; and

(3) Ensure that the Personal Information disclosed or to which access is provided is proportionate and limited to the minimum amount strictly necessary for the purpose of complying with the Government Authority Request. S&SC shall, to the fullest extent permitted by applicable law, remove any information prior to disclosure or access that would allow an individual to be directly identified from the data disclosed or to which access is provided.

(H) Subject to any legal restrictions, Customer shall reasonably cooperate with S&SC to respond to any Government Authority Request or other demand, claim, action, complaint, investigation or audit by a third party relating to the Processing of Personal Information in connection with the Agreement ("**Legal Action**"), including but not limited to any such Legal Action by any individual whose Personal Information is Processed by S&SC in connection with the Agreement and/or any relevant supervisory authority or privacy commissioner.

(I) S&SC shall implement and maintain appropriate, physical, technical, administrative and organizational measures to protect Personal Information against Information Security Incidents and to preserve the security and confidentiality of Personal Information processed by S&SC. The physical, technical, administrative and organizational measures are subject to technical progress and development, and S&SC may update or modify such measures from time to time provided that updates and modifications do not result in materially degrade the security of the services provided by S&SC to Customer.

IV. Compliance with Privacy and Information Security Requirements.

(A) Each Party shall comply with all Privacy Laws in connection with Processing Personal Information pursuant to the Agreement. S&SC shall promptly inform Customer if, in S&SC's opinion, an instruction from Customer infringes applicable Privacy Laws.

(B) S&SC certifies that it understands and will comply with the requirements and restrictions set forth in this addendum.

(C) Upon Customer's request, S&SC shall provide reasonable assistance needed to fulfil Customer's obligation under Privacy Laws to carry out a data protection impact assessment and any related regulatory consultation related to Customer's use of the Products, to the extent Customer does not otherwise have access to the relevant information and such information is available to S&SC. Notwithstanding anything to the contrary in the Agreement, S&SC shall provide such assistance at Customer's expense.

(D) S&SC shall take reasonable steps to ensure the reliability of any employee, agent or contractor of S&SC who may have access to the Personal Information, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

(E) S&SC shall promptly inform Customer in writing of any Information Security Incident of which S&SC becomes aware. S&SC shall make reasonable efforts to identify the cause of such Information Security Incident take such steps as S&SC deems necessary and reasonable to remediate the cause of such Information Security Incident to the extent the remediate is within S&SC's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or its Authorized Affiliates.

V. Return or Destruction of Personal Information.

To the extent that deletion or return of Personal Information is not specified in the Agreement, S&SC will, upon receiving Customer's written request, delete or return, as determined in S&SC's sole discretion, Personal Information within a reasonable period to be confirmed by S&SC. Notwithstanding the preceding sentence, S&SC and its Sub-Processors may retain any Personal Information (i) required for compliance with any legal or regulatory obligation applicable to S&SC or any Sub-Processor, including Personal Information subject to a document retention hold established in connection with any civil or criminal investigation or litigation; (ii) contained in S&SC's or any Sub-Processor's archival or back-up computer storage that S&SC or Sub-Processor, as applicable, shall protect from any further processing and eventually deleted in accordance with S&SC's or Sub-Processor's deletion policies; or (iii) otherwise permitted under the Agreement.

VI. Audit Rights.

Upon Customer's written request, no more than once per year and subject to the confidentiality obligations set forth in the Agreement, S&SC shall provide Customer or its mandated auditor with the most recent certifications, summary audit reports or both, which S&SC has procured to demonstrate compliance with this addendum. If further information is needed by Customer to comply with its legal obligations under Privacy Laws, Customer shall submit to S&SC in writing a request for such information to enable S&SC to provide such information at Customer's expense.

VII. Survival.

This addendum shall survive any termination or expiration of the Agreement only to the extent that S&SC maintains any Personal Information.

VIII. General Terms.

(A) For the avoidance of doubt, any claim or remedies Customer may have against S&SC or any Sub-Processor arising under or in connection with this addendum will be subject to any limitation of liability provisions (including any agreed aggregate financial cap) that apply under the Agreement. Customer shall indemnify S&SC and its Sub-Processors for any regulatory penalties incurred by S&SC or any Sub-Processor in relation to Personal Information that arise because of, or in connection with Customer's failure to comply with its obligations under this addendum or any applicable Privacy Law. Customer further acknowledges that any regulatory penalties incurred by S&SC in relation to Personal Information that arise because of, or in connection with Customer's failure to comply with its obligations under this addendum or any applicable Privacy Law will count toward and reduce S&SC's liability under the Agreement as if it were liability to the Customer under the Agreement.

(B) Customer and S&SC acknowledge that laws relating to privacy and data protection, including the Privacy Laws, are evolving and that amendment to the Agreement or this addendum may be required to ensure compliance with such developments. The parties agree to take such action as is necessary to implement the standards and requirements of any applicable Privacy Laws, including negotiating in good faith to amend the Agreement or this addendum as necessary for compliance with such laws.

(C) The parties have expressly requested that this addendum and all related documents be drawn up in the English language only. *Les parties ont expressément exigé que le présent avenant relatif au traitement des renseignements personnels ainsi que tout document s'y rattachant soient rédigés en anglais seulement.*

Exhibit 1 – Details of the Processing of Personal Information

This exhibit 1 forms part of the addendum and must be completed by the Parties.

1. Extent, Type and Purpose of intended Processing or Use of Personal Information

a) **Subject-matter and duration of the Processing activities:** The Parties acknowledge that S&SC may Process Personal Information on behalf of Customer for the purpose of providing Products under the Agreement. The duration of the Processing is equal to the duration of the Agreement.

b) **Nature and purposes of the Processing activities:** S&SC shall Process Personal Information to provide the Products pursuant to the Agreement. Personal Information will be subject to the following basic Processing activities: collection, consultation, use, storage, disclosure, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2. Categories of Personal Information and Individuals Concerned

a. **Individuals Concerned:** Personal Information concerns the following categories of individuals:

- Customer's employees and contractors.

b. **Categories of Personal Information:** Customer may submit Personal Information to the Cloud Services, the extent of which is determined and controlled by Customer, and which might include the following categories of Personal Information:

- First and Last Name
- Title/Position
- Badge/Employee Number
- Contact information (e.g. company, email address, phone number, physical business address)
- Geo-location data
- Pay Rate (LMS only)
- Other Personal Information Customer's Authorized Users upload into the Cloud Services.

c. **Special categories of Personal Information (if appropriate):** None.