EXHIBIT B:
DATA PROCESSING AGREEMENT

This Data Processing Agreement ("DPA") shall become an Addendum, and is hereby incorporated into the Subscription and Services Agreement ("Agreement") by and between Selligent and the Client. This DPA, is accepted and entered into by the Client, on behalf of itself, and to the extent required under applicable Data Protection Law and Regulations, in the name of and on behalf of its Authorized Affiliates. For the purpose of this DPA, the term "Client" shall include Client and Authorized Affiliates, unless the context indicates otherwise.

1. PURPOSE

Pursuant to the Agreement, Client shall provide Personal Data to Selligent. The parties agree to comply with the following provisions with respect to any Personal Data transferred to or processed or accessed by Processor pursuant to or in connection with the Agreement.

2. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the concerned entity.

"**Authorized Affiliate**" means any Client's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to a Sales Order between Client and Selligent.

"**Controller**" means the entity which determines the purposes and means of the Processing of Personal Data.

"**Data Subject**" means the identified or identifiable person to whom Personal Data relates.

"**Data Protection Law and Regulations**" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area ("**EEA**") and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"**Personal Data**" means any Client Data that directly or indirectly identifies a natural person, or, with respect to those countries where relevant, a legal person.

"**Processing**" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such a collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. "**Process**", "**Processed**", and "**Processes**" shall be interpreted accordingly.

"**Processor**" means the entity that Processes Personal Data on behalf of the Controller.

"**Selligent**" means Selligent, Inc.[1], acting on behalf of itself, and to the extent required under applicable Data Protection Law and Regulations, in the name of the Selligent Affiliates. A list of the Selligent Affiliate is attached in Schedule 1 of this DPA.

"**User**" means an individual expressly authorized by Client to use the Services and to whom Client has supplied a user identification and password. Users may include Client's employees, agents (third-party service providers), independent contractors, or subcontractors

All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

3.   ROLES OF THE PARTIES

3.1   Controller and Processor

The parties acknowledge and agree that with regard to the Processing of Personal Data, Client (including for the avoidance of doubt Authorized Affiliates, as the case may be) is the Controller and Selligent is the Processor with respect to Personal Data that Selligent Processes pursuant to the Agreement.

3.2   Authorized Affiliates

The Client enters into this DPA on its own behalf and, to the extent applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Selligent and each of such Authorized Affiliates subject to Section 9 of this DPA. For the avoidance of doubt, where an Authorized Affiliate becomes a party to this DPA, to the extent required under the Data Protection Law and Regulations, it is bound by its obligations as Controller. Unless otherwise prescribed by the Data Protection Law and Regulations, any right will be exercised by the Client as party to the Agreement on behalf of an Authorized Affiliate and such rights exercised by the Client as party to the Agreement shall be exercised in a combined manner for all of its Authorized Affiliates and not separately for each of them.

4.   PROCESSING OF PERSONAL DATA

4.1   Subject-matter of the Processing

The subject-matter of the Processing is the performance of the Services pursuant to the Agreement. The content of the Processing, the types of Personal Data Processed and the categories of Data Subjects concerned by the Processing are further detailed in Schedule 2 of this DPA.

4.2   Provision of Personal Data by the Controller

It is up to the Client's sole discretion to monitor what Personal Data is transferred to and uploaded on the Selligent Platform and to assess whether the technical and organizational measures implemented by Selligent provide the appropriate level of protection of its personal data on the Platform. The Client shall comply with the requirements of Data Protection Law and Regulations in its use of the Services and in any instruction for the Processing of Personal Data.

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[1] A corporation incorporated under the laws of the State of Delaware, USA, with its registered offices at 550 S. Winchester Boulevard, Suite 250, San Jose, California 95128, USA.

Client is solely responsible:

a) for the accuracy, quality, integrity, legality, reliability and appropriateness, and, in general, the content of Personal Data transferred to and stored in the Platform, or generated and used by the Services; and

b) for the use of a secured communication protocol when submitting the Personal Data on the Selligent Platform (such as FTPS, SFTP or HTTPS).

4.3   Processing of Personal Data by Selligent

4.3.1. Client's Instructions

Selligent shall Process Personal Data only on behalf of and according to documented instructions of the Client for the following purposes:

a) Processing in accordance with the Agreement and any specific Sales Order or Statement of Work;

b) Processing determined by the Users upon their use of the Services; and

c) Processing upon other documented instructions provided by the Client (e.g. via email) in line with the Agreement and consistent with the Services.

Selligent shall inform the Client if in its opinion an instruction given by the Client infringes Data Protection Laws and Regulations.

4.3.2. Selligent's use of Personal Data

Selligent shall not use the Personal Data for its own purposes or for the purposes of any third-party, and shall Process Personal Data in accordance with Data Protection Laws and Regulations. Selligent shall not take any unilateral decisions about the use of the Personal Data or the length of time the Personal Data will be stored, except pursuant to statutory provisions or court or regulatory body decision that prescribe otherwise.

4.3.3. Processor's employees

Subject to Section 6 below, Selligent's employees who may have access to the Personal Data of the Client are limited to those employees performing Services in accordance with the Agreement, except prescribed otherwise by Data Protection Law and Regulations. The group of employees performing Services in accordance with the Agreement are listed in Schedule 2 of this DPA.

5.   SECURITY OF PERSONAL DATA

5.1   Security Measures

The Processor shall maintain appropriate technical and organizational measures designed to secure Personal Data (including to protect Personal Data against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Client Data). Subject to Section 5.2 below, details of such technical and organizational measures are available upon Client's written request, and are only provided for the purpose of demonstrating compliance with the GDPR. These measures are designed to provide a suitable level of security, taking into account the state of the art, the costs of implementation, as well as the risks inherent in data Processing proposed by the Processor and the nature of the Personal Data.

5.2 Certifications and Audits

At date of signing of this DPA, Selligent has obtained the third-party certifications as described in Schedule 3 of this DPA. Upon Client's written request, not more than once per calendar year (unless requested by a Regulatory Authority), and subject to reasonable notice, Selligent will enable the Controller to supervise its compliance with provisions of Section **Error! Reference source not found.**5.1 above by instituting an audit, subject to any confidentiality obligations owing to Selligent and any third-parties. Selligent will provide the necessary information and documentation and its reasonable cooperation with Client. The audit will be carried out in line with the requirements set out in the Selligent Support and Service Level Schedule. The costs of any such audit will be borne by the Client, unless the audit reveals that the provisions of Section **Error! Reference source not found.**5.1 have not been complied with in a material way, in which case the Processor will bear the costs of the audit directly related to any noted material errors. In such case, the Processor will promptly develop a corrective action plan. It is agreed that Client will mitigate the burden of the audit for Selligent by combining, to the extent possible, several audit requests carried out on behalf of different Authorized Affiliates into one single audit.

5.3 Notification of data breaches

Selligent shall notify Client without undue delay after becoming aware of the accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Client Personal Data Processed by Selligent or its sub-processor(s) of which Selligent becomes aware (hereafter a "**Personal Data Breach**"). Selligent will provide the relevant information in a report that shall include, to the extent within Selligent's reasonable control, relevant information about the nature, scope, circumstances, predictable consequences and the measures taken or to be taken. At Client's written request, Selligent will reasonably cooperate with Client to enable Client to comply with the notification obligation, according to Section 11 of this DPA. For the avoidance of doubt, the Client is entitled to make and receive notification on behalf of any Authorized Affiliates and will be responsible for coordinating all communications in connection with this DPA.

5.4 Confidentiality of Personal Data

5.4.1. Confidentiality within the organization of the Processor

Processor shall ensure that Selligent's employees having access to Client Personal Data are bound by contractual confidentiality obligations and are informed about the confidential nature of the Personal Data and the responsibilities arising from the Processing of Personal Data.

5.4.2. Confidentiality outside the organization of the Processor

Unless it has obtained the Client's prior written consent, Selligent is prohibited from granting any third-party access to the Personal Data, except and to the extent that it is necessary for the performance of the Services and in accordance with Section **Error! Reference source not found.**6 below.

If Selligent receives a request or an order from a regulatory authority or government agency (including but not limited to investigative, penal, or security institutions) to inspect or be provided with Personal Data belonging to the Controller (each an "**Order**"), then Selligent will, to the extent legally permitted, inform the Client without undue delay of such Order. In dealing with the Order, Selligent will observe the Client's instructions (including an instruction to leave all or part of dealings with the Order to the Client) and will provide all reasonably necessary cooperation. Should the Order prohibit Selligent from meeting its obligations pursuant to this Section, Selligent will promote the reasonable interests of the Client.

6. SUB-PROCESSORS

6.1 Client agrees that Selligent's Affiliates are specifically authorized to be retained as sub-processors and that Selligent and Selligent's Affiliates may retain respectively third-party sub-processors in connection with the performance of the Services. Selligent Affiliates are listed in Schedule 1 of this DPA. Selligent warrants that data processors whose services Selligent wishes to engage for Processing Client's Personal Data will be selected with due care appropriate to the type and volume of Personal Data being processed. When Selligent wishes to rely on such other sub-processors, Selligent undertakes that such Processing by the sub-processor will only take place upon explicit written instruction of Selligent. Selligent or Selligent's Affiliates will have in place a written agreement with any sub-processor it uses ensuring the compliance with its obligations under this DPA.

6.2 Selligent will notify the Client in writing of its decision to engage or replace a sub-processor in due time in order to give the Controller the opportunity to comment to such addition or change, and, as the case may be, to object in accordance with Article 28 of the GDPR. In case the Client should object to a new sub-processor, the parties will meet to discuss the objections and agree on a reasonable solution acceptable to each of them. If no solution is found within thirty (30) calendar days of Client's objection, and subject to the new sub-processor not presenting the same level of technical and organizational measures as those previously in place, Client shall be entitled to terminate any such Sales Order or Statement of Work with respect to such Services that cannot be provided by Selligent without the use of the objected new sub-processor, and to a refund of any prepaid fees covering the remainder of the term for such specific Services, without any additional compensation being owed by any party.

6.3 The sub-processors engaged by the Processor upon execution of this DPA are listed in Schedule 4 of this DPA.

6.4 Selligent will remain liable for the acts and omissions of the sub-processor to the same extent it would be liable under this DPA if performing itself the services of a sub-processor.

7. ONWARD TRANSFER OF PERSONAL DATA

7.1 Hosting of Client Data

The Selligent Platform is located within the United States of America (USA).

7.2 Transfer of Personal Data

As of the execution of this DPA, Selligent, Inc. is certified under the EU-US Privacy-Shield Framework and Client warrants that by entering into this DPA, they are authorized to transfer Personal Data to Selligent acting as Processor outside of the EU, and that such transfer of Personal Data is taking place only for the limited and specified purposes of providing the Services under the Agreement. Client further warrants that by entering into this DPA they undertaken all necessary step to ascertain that Selligent provides at least the same level of privacy protection as is required by the Privacy-Shield Framework Principles and that Selligent's technical and organizational measures are reasonable and appropriate steps designed to ensure the effective processing of Personal Data in a manner consistent with the Privacy-Shield's Framework Principles. By entering into this DPA, in each case where such transfer as referred to above would be prohibited by Data Protection Law and Regulations in the absence of the Standard Contractual Clauses established pursuant to the EU Commission Decision 2010/87/EU of 5 February 2010, Client hereby grants Selligent power of attorney to enter, in the name of and on behalf of the Client, into these Standard Contractual Clauses, deemed incorporated herewith by reference.

The Controller agrees that for Support Services purposes, support may be provided, when necessary, by a Selligent Affiliate within the United Kingdom or EEA.

In case any permitted use of the Services by a Client to an Authorized Affiliate results in a transfer of Personal Data outside the European Union, the EEA, and their member states, Switzerland and the United Kingdom, Client and such Affiliate shall comply with all Data Protection Law and Regulations applicable to transfers of Personal Data outside the European Union, the EEA, and their member states, Switzerland and the United Kingdom.

8. DATA SUBJECT'S RIGHTS

Selligent will, to the extent possible, assist the Client by means of reasonably appropriate technical and organizational measures for the fulfilment of the Client's obligation to respond to requests from Data Subjects exercising their rights laid down in Chapter III of GDPR.

Selligent will, to the extent legally permitted, promptly notify Client if Selligent receives a request from a Data Subject to exercise the Data Subject's rights laid down in Chapter III of GDPR.

9. LIABILITY FOR BREACHES UNDER THIS DPA

EACH PARTY'S AND ALL OF ITS AFFILIATES' LIABILITY, TAKEN TOGETHER IN THE AGGREGATE, ARISING OUT OF OR IN CONNECTION WITH THIS DPA, AND ALL DPAS BETWEEN AUTHORIZED AFFILIATES AND SELLIGENT, WHETHER IN CONTRACT OR TORT, SHALL BE SUBJECT TO THE LIABILITY LIMITATIONS SET FORTH IN THE AGREEMENT AND ANY REFERENCE TO A PARTY'S LIABILITY IN THE AGREEMENT SHALL BE DEEMED TO BE A REFERENCE TO THE AGGREGATE LIABILITY OF SUCH PARTY AND ALL OF ITS AFFILIATES.

10. TERM AND TERMINATION OF THIS DPA

10.1   This DPA will become effective upon its signing by both parties (the "**DPA Effective Date**"). Unless earlier terminated, this DPA will terminate upon the termination of the Agreement.

10.2   At the request of the Client or upon the termination of the DPA (regardless of the reasons for such termination), Selligent will ensure that, at the Client's option:

   a) the Personal Data is made available to the Client or to a subsequent service provider in accordance with the Agreement entered into by the parties. Such request must be notified by the Client at the latest ten (10) business days prior to the effective date of termination or expiration of the Agreement. Processor will return to Client its data through FTPS or SFTP. All complaints relating to the return of the data must be notified to Selligent in writing within ten (10) business days of the return. The format in which such data will be returned will be in Selligent format or any other format that can be read on industry standard software; or
   b) destroy all of the Personal Data that has been provided to it, as well as all Personal Data it has Processed, in accordance with the recognized standards for data destruction, and provide the Controller with written confirmation of such destruction.

10.3   After the termination of the DPA, Selligent will not retain any copies of the Personal Data, except for that relating to any agreed technical back-up procedures or to the extent legally required.

11. INFORMATION AND ASSISTANCE

Selligent will reasonably provide Client with the information and assistance necessary to allow Client (as Controller) to:

a) Notify Personal Data Breaches with respect to Personal Data Processed as a consequence of the Services to competent national data protection authorities;

b) Take the appropriate technical and organizational measures to ensure the security and safety of Customer's Personal Data;

c) Undertake data protection impact assessments or seek prior consultation with the data protection authorities;

d) Observe rights of Data Subjects according to Section **Error! Reference source not found.**8 of this DPA.

Selligent reserves the right to charge a reasonable administrative fee which shall be proportional to the effort required to provide Client with this information and assistance. Any such fee shall be communicated beforehand and shall not be set at a level which results in the fee working prohibitively with regard to Selligent's obligation to comply with the commitments in the first paragraph of this Section.

12.   MISCELLANEOUS

12.1   Except as specifically set forth in this DPA, all terms of the Agreement remain in full force and effect. In the event of any conflict or inconsistency between the content of this DPA and the Agreement, this DPA shall prevail.

12.2   None of the provisions of this DPA should prevent any party to be compliant with any applicable law or regulation. In the event of any conflict, the relevant provision of this DPA shall not be applied.