

Terms and Conditions – IAPP Edition and Trial Cloud Deployment

This software subscription agreement made up of the Order Form and these terms and conditions together with the exhibits ("**Agreement**") is between Customer ("**Customer**" or "**you**") and OneTrust, LLC ("**OneTrust**") (each a "**Party**", collectively, the "**Parties**") and governs Customer's use of the Software and related services set out in the Order Form.

If you enter into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and any Affiliates listed on the Order Form. If you do not have such authority, or if you do not unconditionally agree to all the terms and conditions of this Agreement, you have no right to use the Software.

1. DEFINITIONS.

"**Affiliate**" means, with respect to a Party, any corporation or other business entity Controlled by, Controlling or under common Control with that Party, whereby Control means the direct or indirect ownership of more than 50% (fifty per cent) of the equity interest in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity.

"**API**" means any application programming interface made available by OneTrust to Customer in connection with this Agreement.

"**Authorized Users**" means Customer, Customer's Affiliates listed on the Order Form, and their respective contractors or consultants provided that such contractors or consultants use the Software for Customers and its Affiliates' internal business purposes only and no other purpose, and Customer is responsible for such contractors' and consultants' use of the Software in accordance with the Agreement.

"**Customer Content**" means any and all Customer owned data, applications, files, information or materials.

"**Intellectual Property Rights**" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"**Order Form**" shall mean the applicable registration form, including the OneTrust webpage on which the registration form appears, specifically: <https://onetrust.com/free-trial/> (Trial) or <https://onetrust.com/iapp/> (IAPP Edition).

"**Software**" means the online software applications set out in the Order Form provided by One Trust as part of the Subscription Services.

"**Subscription Services**" means the subscription services provided by OneTrust to Customer under this Agreement.

2. USE OF SUBSCRIPTION SERVICES AND TERM LICENSE; RESTRICTIONS.

2.1. Subject to the terms of this Agreement and payment of all applicable fees set out in the applicable quote or order form signed by both OneTrust and Customer ("**Order Form**"), OneTrust grants to Customer and its Affiliates listed on the Order Form a non-sublicensable, non-transferable, non-exclusive right to access and use the Software identified in the Order Form solely in accordance with, and during the Term of, this Agreement and solely for Customer's internal business purposes and those of its Affiliates listed in the Order Form.

2.2. Customer will not be provided with and shall have no right to any software code and OneTrust reserves the right to suspend Customer's access to the Subscription Services for scheduled or emergency maintenance.

2.3. Unless otherwise expressly set out in the Order Form, the Customer's right to use the Subscription Services under Section 2.1 shall be limited to one Deployment of the Software. A Deployment is one software installation with a unique database (not including User Acceptance Testing ("UAT") and preproduction environments) in a logically separated tenant environment including unlimited users and groups within the organizational hierarchies as referenced in the One Trust User Guide available in the Software Service Portal. Each Deployment shall require a separate and distinct Order Form. All pricing is on a per Deployment basis. Installation services relating to any Customer requested UAT or preproduction environments may be subject to OneTrust's standard Professional Services fees for installation.

2.4. OneTrust shall at all times retain all title to and ownership of the Software and all copies of it. Customer shall not and shall not allow any third party to: (a) reproduce or modify the Software, (b) provide, rent, sell, sub-license, lease, merge, translate, loan, disclose, use for time sharing or service bureau purposes, or otherwise transfer or distribute the Software or any part of it or use it for the benefit of a third party, (c) reverse assemble, reverse compile or reverse engineer the Software, or otherwise attempt to discover any Software source code or underlying Proprietary Information (as that term is defined below) (except to the limited extent that applicable law prohibits reverse engineering restrictions), (d) without the express prior written consent of OneTrust, disclose to any third party the results of any benchmarking or comparative study or analysis involving the Software, (e) use the Software, or allow the transfer, transmission, export, or re-export (directly or indirectly) of the Software or a portion thereof: (i) in breach of any applicable laws or regulations, including (but not limited to) United States export laws and regulations; (ii) to any country for which the United States or any other government, or any agency thereof, at the time of export requires an export license or other governmental approval, without first obtaining such license or approval, (f) access, store, distribute or transmit any viruses or any material during the course of its use of the Subscription Services that is unlawful or harmful. Except to the extent caused by a breach of this Agreement by OneTrust, Customer is responsible for (i) all activity occurring under Customer's user accounts (including, without limitation, administrators, employees, contractors and/or any other third party users, regardless of whether the activities are authorized by Customer) and their compliance with the terms and conditions of this Agreement; and (ii) complying with any applicable laws which might impact Customer's right to use the Subscription Services and documentation. Customer shall maintain the copyright notices that appear on any materials relating to the Subscription Services.

3. PROFESSIONAL SERVICES.

3.1. If OneTrust and Customer agree that OneTrust will provide any services relating to the Subscription Services as set out in the Order Form ("**Professional Services**") this Section 3 and any corresponding Statement of Work ("SOW") referenced on the Order Form or executed by the Parties shall apply. Professional Services are for informational purposes only and not for the purpose of providing legal advice. Customer should contact its attorney to obtain legal advice. Customer acknowledges that OneTrust is providing general advice and Customer remains solely responsible for its compliance with all applicable laws and regulations in any jurisdiction.

3.2. OneTrust shall use reasonable commercial endeavours to provide Professional Services to Customer in a workmanlike and professional manner pursuant to the terms of this Agreement. Customer acknowledges that it has the best knowledge of its own practices and information and acknowledges that OneTrust does not and cannot be expected to have equal knowledge of Customer's practices or information. Customer shall be responsible for ensuring that any information provided to OneTrust in connection with the Professional Services is accurate and complete.

3.3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONETRUST DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ANY INFORMATION PROVIDED IN CONNECTION WITH PROFESSIONAL SERVICES BASED ON CUSTOMER'S INFORMATION, INPUT AND/OR RECORDS IS PROVIDED "AS IS".

3.4. Customer expressly acknowledges and agrees that OneTrust shall be the sole owner of any newly-developed Intellectual Property Rights (including in any templates) related to any software developed in connection with the Professional Services and OneTrust grants Customer a non-sublicensable, non-transferable, non-exclusive license to

use such materials during the Term solely for Customer's internal business purposes and those of its Affiliates listed in the Order Form, subject to the terms of this Agreement. For the avoidance of doubt, Customer Content shall remain the property of Customer.

4. SUPPORT AND UPGRADES.

4.1. Support

OneTrust shall provide the level of support set out in the Order Form. If no support level is specified, Basic Level support (as described on the OneTrust website) will be provided for the IAPP Edition. Trials do not include support.

4.2. Upgrades

OneTrust may, from time to time and in its sole discretion, issue new releases for the Software including, but not limited to, upgrades, new features, patches, enhancements, or fixes ("Upgrades") which will be included in the fees for Customer's subscription set out in the Order Form. Upgrades will be immediately and automatically available as of the release date.

5. FEES AND PAYMENT.

IAPP/Trial environments are provided free of charge.

6. RESERVED.

7. CUSTOMER INDEMNITY.

Customer shall indemnify and defend OneTrust, its Affiliates, and their respective officers, directors, employees, and representatives (each, including OneTrust, a "**OneTrust Indemnitee**") from and against any and all losses, damages, costs (including legal fees) and expenses incurred by the OneTrust Indemnitee arising out of or relating to (i) Customer Content; (ii) Customer's use (including any activities under Customer's account and any use by Customer's Authorized Users) of the Subscription Services in violation of this Agreement and (iii) the actual or alleged infringement of Intellectual Property Rights in any materials provided by or on behalf of Customer to OneTrust in connection with the Agreement. OneTrust will notify Customer of the claim within a reasonable time after learning of the claim and reasonably cooperate in response to Customer's requests for assistance.

8. LIMITATION OF COMPLIANCE, NO LEGAL ADVICE.

8.1. Customer acknowledges that it shall at all times remain responsible for its compliance with any and all applicable laws and regulations. The use of the Subscription Services, services, materials or information provided by OneTrust are not intended, and should not be taken, as legal advice.

8.2. OneTrust shall perform its obligations under this Agreement in accordance with applicable law and regulations.

9. FEEDBACK.

Customer may, at its discretion, provide feedback to OneTrust with respect to its use of the Subscription Services ("**Feedback**"). Feedback may include, without limitation, errors or difficulties discovered in the Subscription Services and the characteristic conditions and symptoms of the errors and difficulties. Unless specifically agreed in writing, OneTrust shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit such Feedback as it sees fit provided that it does not attribute the Feedback to Customer.

10. LIMITED WARRANTY AND DISCLAIMERS.

10.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONETRUST DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS RELATING TO THE SOFTWARE, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR OTHER TERMS OF NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PURPOSE OR A PARTICULAR PURPOSE.

10.2. ONETRUST DOES NOT WARRANT THAT THE USE OF THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

10.3. OneTrust is not responsible for any delays, delivery failures, or other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Subscription Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

10.4. In the event of any loss or damage to Customer Content, Customer's sole and exclusive remedy shall be for OneTrust to use reasonable commercial endeavours to restore the lost or damaged Customer Content from the latest back-up of such Customer Content maintained by OneTrust in accordance with its archiving procedure.

11. LIMITATION OF LIABILITY AND DAMAGES.

11.1. SUBJECT TO SECTIONS 11.3 AND 11.4, NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER RELATING TO OR ARISING OUT OF THIS AGREEMENT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY FOR ANY AMOUNTS IN EXCESS OF A SUM EQUAL TO THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO ONETRUST UNDER THE AGREEMENT IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.2. SUBJECT TO SECTIONS 11.3 AND 11.4 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY: (A) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (B) LOSS OF REVENUES; (C) LOSS OF PROFITS; (D) LOSS OR INACCURACY OF DATA; OR (E) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, IN EACH CASE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY.

11.3. THE LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS SECTION 11 SHALL NOT APPLY TO BREACHES OF LICENSE RESTRICTIONS SET OUT IN SECTION 2, INDEMNIFICATION OBLIGATIONS, EACH PARTY'S CONFIDENTIALITY OBLIGATIONS.

11.4. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

12. CONFIDENTIALITY AND PROPRIETARY INFORMATION.

A Party (the "**Receiving Party**") may receive Confidential Information of the other Party or its Affiliates (the "**Disclosing Party**") and the Receiving Party shall, during the Term of this Agreement and thereafter, keep all such Confidential Information confidential and protect such Confidential Information by using the same level of care and discretion that the Receiving Party uses with respect to its own confidential information, which will be in no case less than reasonable care and discretion. The Receiving Party shall not use the Confidential Information for its own purposes (other than implementation of this Agreement) nor disclose Confidential Information to any person other than such Party's employees who have a need to know that Confidential Information. The Parties shall not use Confidential Information for any purpose other than as necessary to exercise rights or fulfill obligations under this Agreement.

Without limiting the foregoing, either Party may disclose Confidential Information to a government authority if that disclosure is: (a) required by law or (b) necessary to exercise its rights or perform its obligations under and in accordance with this Agreement. OneTrust may also disclose Confidential Information to its subcontractors that have a need to know that Confidential Information in order to perform the services, and to its Affiliates. In the event of a disclosure of Confidential Information by a subcontractor or OneTrust Affiliate, OneTrust remains responsible for the confidentiality of the information. In this Agreement, "**Confidential Information**" means information of a confidential or proprietary nature (including trade secrets and information of commercial value) which relates to the Disclosing Party that is disclosed or provided to Receiving Party by or on behalf of Disclosing Party pursuant to this Agreement; provided, however, that Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the Receiving Party. This Section shall apply during the Term of this Agreement, and for three (3) years after the termination or expiry. Without prejudice to the generality of the foregoing, the Software and any underlying object and source code and related technical or business information provided by OneTrust ("**Proprietary Information**"), shall constitute the Confidential Information of OneTrust.

13. TERMINATION; SUSPENSION.

13.1. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party breaches a material obligation under this Agreement that has not been cured (if curable) within thirty (30) business days of the effective date of such written notice (pursuant to Section 17 herein) requiring the remedy of such breach or either Party (a) announces a cessation of its entire business or becomes insolvent; (b) elects to dissolve and wind-up its business; (c) makes a general assignment for the benefit of creditors; or (d) petitions for or appoints (or a third party causes to be appointed for itself) a receiver, custodian or trustee to take possession of all or substantially all of that Party's property. This Agreement will also terminate automatically upon the expiry of any applicable subscription period specified in the Order Form or such other subscription period as have been expressly agreed to by OneTrust.

13.2. Upon termination of this Agreement, the rights granted under Section 2 will terminate and (a) Customer shall promptly destroy any and all documents, notes and other materials regarding the Software (including any physical copies made of it), and an officer of Customer shall confirm the same in writing to OneTrust upon OneTrust's request; provided however that, upon Customer's request, OneTrust shall retrieve and deliver to Customer a copy of the data Customer will have input in the Software at the time of termination in a structured, commonly used and machine-readable format, and (b) OneTrust shall promptly destroy any and all Customer Confidential Information (including any physical copies made of it), and an officer of OneTrust shall confirm the same to Customer in writing on Customer's request; otherwise, the terms of this Agreement will remain in effect; and (c) OneTrust will remove access to the Subscription Services.

13.3. Upon termination or expiry of this Agreement, Customer may retain copies of the output generated by the Software and OneTrust shall grant Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free perpetual license to use such output in the form in Customer's possession at the time of termination or expiry of this Agreement for its internal business or compliance purposes only.

13.4. Without limiting the foregoing, OneTrust may upon fifteen (15) days' prior written notice (except in the event of an emergency under subsection (b)) suspend or limit Customer's access to or use of the Software without liability if (a) Customer's account is more than sixty (60) days past due, or (b) Customer's use of the Software results in (or is reasonably likely to result in) damage to or material degradation of the Software which interferes with OneTrust's ability to provide access to the Software to other customers; provided that OneTrust will end such suspension when Customer cures the foregoing.

13.5. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

14. DATA PROTECTION.

The Parties agree to comply with Annex 1 (Data Processing Addendum) with respect to the processing of any personal data under this Agreement.

15. INTELLECTUAL PROPERTY.

15.1. Customer acknowledges that: (a) OneTrust or its third party licensors (as applicable) own all Intellectual Property Rights embodied: (i) in the Subscription Services, Software, Upgrades, APIs and/or any services provided by OneTrust or its Affiliates under this Agreement; and (ii) any information, data, publications, papers, analyses, metadata or other materials which may be derived from any of the foregoing that is derived or created by OneTrust or its Affiliates by reference to the services provided under this Agreement; and that (b) rights in the Software are licensed (not sold) to Customer for the Term unless earlier terminated, and that Customer shall have no Intellectual Property Rights in, or to, the Software other than the right to use the Software in accordance with the terms of this Agreement. Nothing contained in this Agreement shall prevent OneTrust from independently developing its own content.

15.2. Customer expressly acknowledges and agrees that OneTrust shall be the sole owner of any newly-developed Intellectual Property Rights related in any way to the Subscription Services, Software, Upgrades, or the Professional Services including but not limited to (a) newly-developed, revised, or modified source code; and (b) inventions regardless of the creator, whether such are developed, revised, or modified in response to Customer's requests, suggestions, or ideas, even if performed as Software related services paid for by Customer. If OneTrust creates custom templates for Customer in connection with Professional Services performed hereunder or in a related SOW, Customer may retain copies of such templates after any termination or expiry of this Agreement and OneTrust shall grant Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free perpetual license to use such templates for its internal business or compliance purposes only.

15.3. For the avoidance of doubt, Customer Content shall remain the property of Customer.

16. AUDIT RIGHTS.

OneTrust reserves the right to authorize a representative of OneTrust to audit Customer's records relating to the Subscription Services and use of it solely to verify compliance with the terms of these Terms and Conditions in the least disruptive manner reasonably possible. Upon prior written notice, Customer shall provide reasonable access to such records during normal business hours or perform such actions reasonably requested by OneTrust to exercise their rights in this Section 16. As an alternative, at Customer's election, an officer of Customer may provide written confirmation of Customer's compliance.

17. NOTICE.

17.1. Except as otherwise provided herein, all notices, consents and approvals under this Agreement shall be deemed properly given and effective (a) when personally delivered (to the person or department if one is designated in the Order Form); (b) when deposited in the United States certified mail, postage prepaid, return receipt requested, (c) when deposited with an internationally recognized overnight delivery service such as Federal Express with all fees and charges prepaid, and addressed in each such case as set out in the Order Form or, with respect to OneTrust, to PO Box 7813, 1072 W Peachtree St. NW, Atlanta, Georgia 30309, USA, or (d) with respect to Customer if a physical address is not provided on the Order Form, via the email address for Customer on the Order Form.

17.2. Any Party may change its address to another single address with ten (10) days prior written notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall constitute receipt.

18. NONASSIGNABILITY.

Except for an assignment by OneTrust to a wholly owned Affiliate neither the rights nor the obligations arising under this Agreement are assignable or transferable by either Party without the other Party's prior written consent (which will not be unreasonably withheld), and any such attempted assignment or transfer shall be void and without effect.

19. EFFECTIVE DATE; TERM; GOVERNING LAW AND JURISDICTION; SEVERABILITY.

19.1. This Agreement shall become effective on the date of the last signature on the Order Form (the "**Effective Date**") and shall continue for a period of twelve (12) months ("**Initial Term**") unless otherwise indicated on the Order Form. This Agreement shall automatically renew for an additional twelve (12) month term (each, a "**Renewal Term**," together with the Initial Term, the "**Term**") at the same pricing as the current Order Form unless either party provides notice of its intent not to renew at least thirty (30) days in advance of the end of the Initial Term or current Renewal Term.

19.2. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising under or in connection with this Agreement, its subject matter, or formation shall be governed by and construed in accordance with the laws of Georgia, U.S.A, without respect to conflicts of laws principles. All disputes or claims (including non-contractual disputes or claims) under this Agreement will be resolved in the applicable court in Atlanta, Georgia, U.S.A. The Parties consent to the exclusive jurisdiction of such court and waive any personal jurisdiction or venue defenses otherwise available. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded and will not apply to the Agreement. In any action to enforce this Agreement, the prevailing party will be entitled to reasonable costs and attorneys' fees actually incurred.

19.3. Each provision of this Agreement shall be considered severable such that if any provision or clause conflicts with any existing or future law or regulation, or is held to be illegal, unenforceable or invalid by a court, the other provisions of this Agreement shall be limited or modified to the minimum extent necessary to make it valid, legal and enforceable and so that this Agreement shall otherwise remain in effect.

19.4. If you are using the Software or documentation outside the U.S.A., then the following shall apply: (a) You confirm that this Agreement and all related documentation is and will be in the English language; (b) you are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Software and documentation.

20. ENTIRE AGREEMENT; MODIFICATIONS; WAIVERS; THIRD PARTY RIGHTS.

20.1. This Agreement, together with any agreement, policy, documentation or guideline referenced in this Agreement, constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and the Software, superseding all prior or contemporaneous proposals, communications and understandings, oral or written relating to that subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Subject to Section 11.4, each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. To the extent there is any conflict or inconsistency between the terms and conditions of this Agreement and any Order Form signed by both Parties, the Order Form shall prevail to the extent of any such conflict or inconsistency. Any additional or different terms or conditions proposed by Customer (whether by order, purchase order, counter-offer, acknowledgement, electronic data interchange, vendor enrollment, or otherwise) are hereby expressly objected to and will not be in any way binding upon OneTrust.

20.2. Except as expressly provided in this Agreement, any modifications of this Agreement must be in writing and signed by both Parties (and in the case of OneTrust, signed by the Chief Executive Officer, Chief Financial Officer, or Chief Operations Officer of OneTrust).

20.3. Any waiver of any provision of this Agreement must be in writing and will not be deemed a waiver of any other provision. Waiver by a Party of a breach of any provision of this Agreement by the other Party will not operate as a waiver of any other or subsequent breach by such breaching Party.

20.4. This Agreement does not confer any right or benefit on any person who is not a Party to it and no one other than a Party to this Agreement, their successors and permitted assignees shall have any right to enforce any of the terms of this Agreement.

21. GENERAL

21.1. A delay by either Party in performing its obligations (except payment of Fees) will not be a breach of this Agreement if caused by fire, flood or other event beyond the reasonable control of such Party. The affected Party will notify the other Party of such event and resume performance as soon as possible.

21.2. This Agreement may be executed in any number of counterparts, each of which is an original, but all the counterparts together constitute the same document. Delivery of an executed counterpart of a signature page to this Agreement by fax, e-mail, or other electronically delivered signatures of the Parties shall be as effective as delivery of a manually executed counterpart of this Agreement.

21.3. Nothing in this Agreement is intended to create a joint venture, partnership, agency or employment relationship between the Parties.

21.4. Sections 1, 5, 7, 10, 11, 12, 13, 14, 15, 19, 20 and 21, will survive the termination or expiry of this Agreement.

22. GOVERNMENT USE

If Customer is part of an agency, department, or other entity of the United States Government ("**Government**"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Software is a "commercial item", "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of the Software by the Government shall be governed solely by the terms of this Agreement.

23. NON-PRODUCTION ENVIRONMENTS, IAPP EDITION AND TRIALS

23.1. With respect to Customer's use of any UAT, non-production, or pre-production environments of any OneTrust Subscription Services or Software, whether or not specifically listed on an Order Form, the following shall apply, notwithstanding anything to the contrary herein: (i) these environments are not intended to contain production level data and OneTrust shall not be responsible for any data input into such environments and (ii) UAT environments may contain forward looking code that is provided only for evaluation purposes and is not subject to the warranties herein. UAT, NON-PRODUCTION, AND PRE-PRODUCTION ENVIRONMENTS ARE PROVIDED ON AN "AS IS" BASIS.

23.2. If you are using any Subscription Services or Software provided by OneTrust through the offering provided to International Association of Privacy Professionals ("IAPP") members via the IAPP Edition (as described at <https://onetrust.com/iapp/>) and/or on a trial basis, the following shall apply, notwithstanding anything to the contrary herein: (i) by clicking on "accept", "agree", or "get started now" (or an associated check box) you acknowledge that you have read and agree on behalf of yourself and your company or organization to be bound by these Terms and Conditions to the exclusion of all other terms, (ii) OneTrust may suspend your account after thirty (30) days of

inactivity, delete your account after sixty (60) days of inactivity, and suspend or delete your account at the conclusion of any specified trial period or IAPP Edition term, and (iii) trial environments (not including the IAPP Edition) are not intended to contain production level data and OneTrust shall not be responsible for any data input into such environments. Notwithstanding any provision herein to the contrary, the IAPP Edition and trials are PROVIDED "AS-IS" WITHOUT ANY WARRANTIES OR INDEMNITY WHATSOEVER, AND ONETRUST WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE SERVICES DURING THE TERM.

Annex 1 Data Processing Addendum

OneTrust Data Processor Clauses (GDPR version)

1. Data Protection

1.1. Definitions: In this Clause, the following terms shall have the following meanings:

- (a) "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**" (and "**process**") and "**special categories of personal data**" shall have the meanings given in Applicable Data Protection Law; and
- (b) "**Applicable Data Protection Law**" shall mean any and all applicable data protection and privacy laws including, where applicable, EU data protection law.
- (c) "**EU Data Protection Law**" means: (i) prior to 25 May 2018, the EU Data Protection Directive (Directive 95/46/EC); (ii) on and after 25 May 2018, the EU General Data Protection Regulation (Regulation 2016/679); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all EU Member State laws made under or pursuant to any of the foregoing; in each case as amended or superseded from time to time.

1.2. Relationship of the parties: Customer (the controller) appoints OneTrust as a processor to process the personal data described in the Agreement (the "**Data**") for the purposes described in the Agreement (or as otherwise agreed in writing by the parties) (the "**Permitted Purpose**"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law, and OneTrust shall promptly inform Customer if, in OneTrust's opinion, the Customer's processing instructions infringe Applicable Data Protection Law.

1.3. International transfers: OneTrust is a global organization and provides global support twenty four hours a day. In order to fulfil these benefits, OneTrust has support teams in different locations and may transfer and access Data around the world, including to its Affiliates. If any Data originates from the European Economic Area ("**EEA**") under this Agreement, OneTrust shall not transfer the Data outside of the EEA unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data, to a recipient that has achieved binding corporate rules authorisation in accordance with Applicable Data Protection Law, to a recipient in the United States that has certified its compliance with the EU-US Privacy Shield, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

1.4. Confidentiality of processing: OneTrust shall ensure that any person it authorises to process the Data (an "**Authorised Person**") shall protect the Data in accordance with OneTrust's confidentiality obligations under the Agreement.

- 1.5. Security: Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, OneTrust shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk (as specified in Article 32 of the EU General Data Protection Regulation) to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "**Security Incident**").
- 1.6. Subcontracting: Customer consents to OneTrust engaging third party subprocessors to process the Data for the Permitted Purpose provided that: (i) OneTrust maintains an up-to-date list of its subprocessors on the OneTrust Support Portal at support.onetrust.com (or any future support website used by OneTrust), which it shall update with details of any change in subprocessors at least 30 days' prior to any such change (except to the extent shorter notice is required due to an emergency) and notify Customer of such change via OneTrust's support e-mail notification process; (ii) OneTrust imposes data protection terms on any subprocessor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Law; and (iii) OneTrust remains liable for any breach of this Clause that is caused by an act, error or omission of its subprocessor. Customer may object to OneTrust's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Customer may suspend or terminate the Agreement (without prejudice to any fees incurred by Customer prior to suspension or termination).
- 1.7. Third Party Software. Customer acknowledges that the Subscription Services and Software may contain software which is obtained under a license from OneTrust's Affiliates and/or suppliers (collectively, "Third Party Software"). All third party licensors and suppliers retain all right, title and interest in and to such Third Party Software and all copies of it, including all copyright and other Intellectual Property Rights. Customer's use of any Third Party Software shall be subject to, and Customer shall comply with, the terms and conditions of this Agreement and the Additional Terms of Use below. With respect to any Third Party Software provided by OneTrust's Affiliates, the terms and conditions of this Agreement shall apply.

E-mail delivery services: For its customers' convenience, OneTrust provides the option for its customers to use a built in e-mail delivery system in connection with the Software. At the time of this Agreement, the subprocessors used to fulfil this service are MailGun, SendGrid, and MailJet. Customer may chose, provided that Customer has the appropriate software infrastructure, to use its own e-mail servers instead.

Support: OneTrust provides a built in support system (required for Customer to request support services) in connection with the Software. At the time of this Agreement, the provider/subprocessor used to fulfil this service is Zendesk. The support system optionally allows Customer to include free text and attachments for convenience in providing OneTrust with additional information regarding the support ticket. Using this feature is completely at the Customer's discretion and Customer may choose to provide such additional information via their own internally approved file-sharing mechanism instead.

Hosting: The provider/subprocessor used to fulfil this service is Microsoft Azure. Optionally, for our customers' convenience, OneTrust also offers an option for its customers to install the Software on premise. Should Customer no longer wish to use OneTrust's hosting subprocessors in future, a request to move on premise can be made, and OneTrust will provide an updated Order Form and updated Terms and Conditions for on premise.

If one of the providers/subprocessors listed in this Section updates their terms and conditions in a way that impacts this Agreement or in the event of a change in or new provider/subprocessor, those terms and

conditions will be posted on the OneTrust Support Portal at support.onetrust.com (or any future support website used by OneTrust), OneTrust shall notify Customer via OneTrust's support e-mail notification process, and Customer's use or continued use of such Third Party Software shall be subject to that provider/subprocessor's updated terms and conditions. Before adding or changing a provider/subprocessor or updating the terms and conditions for an existing provider/subprocessor, OneTrust will consider whether such provider/subprocessor is in OneTrust and its customers' best interest and evaluate any alternatives. In the event that Customer objects to the new or changed provider/subprocessor, change in terms, or additional terms, Customer may use an alternate approach and if no alternate approach is acceptable to Customer, Customer may elect to terminate the Agreement upon written notice.

Additional Terms of Use. Customer may not use the Subscription Services or Software in a way prohibited by law, regulation, governmental order or decree; to violate the rights of others; to try to gain unauthorized access to or disrupt any service, device, data, account or network; to spam or distribute malware; in a way that could harm the Subscription Services or Software or impair anyone else's use of it; or in any application or situation where failure of the Subscription Services or Software could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage. Customer agrees to not to: (a) modify, adapt, or hack the Subscription Services or Software or otherwise attempt to gain unauthorized access to the Subscription Services or Software or related systems or networks; (b) use the Subscription Services or Software to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages or engage in, foster, or promote illegal, abusive, or irresponsible behavior; (c) use the Subscription Services or Software to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's Intellectual Property Rights; (d) use the Subscription Services or Software in any manner that interferes with or disrupts the integrity or performance of the Software and its components; (e) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Subscription Services or Software making up the Subscription Services or Software; (f) use the Subscription Services or Software to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (g) use the Subscription Services or Software to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103, unless expressly agreed to otherwise in writing by OneTrust; (h) use or launch any automated system that accesses a Service (i.e., bot) in a manner that sends more request messages to a Service server in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser; or (i) attempt to use, or use the Subscription Services or Software in violation of this Agreement.

- 1.8. Cooperation and data subjects' rights: OneTrust shall provide reasonable and timely assistance to Customer (at Customer's expense) to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to OneTrust, OneTrust shall promptly inform Customer providing full details of the same.
- 1.9. Data Protection Impact Assessment: OneTrust shall provide Customer with reasonable cooperation (at Customer's expense) to enable Customer to conduct any data protection impact assessment that it is required to undertake under Applicable Data Protection Law.

- 1.10. Security incidents: If it becomes aware of a confirmed Security Incident, OneTrust shall inform Customer without undue delay and shall provide reasonable information and cooperation to Customer so that Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. OneTrust shall further take such reasonably necessary measures and actions to mitigate the effects of the Security Incident and shall keep Customer informed of all material developments in connection with the Security Incident.
- 1.11. Deletion or return of Data: Upon termination or expiry of the Agreement, OneTrust shall (at Customer's election) destroy or return to Customer all Data in its possession or control. This requirement shall not apply to the extent that OneTrust is required by applicable law to retain some or all of the Data, or to Data it has archived on back-up systems, which Data OneTrust shall securely isolate and protect from any further processing except to the extent required by such law.
- 1.12. Audit: OneTrust will be regularly audited against the ISO 27001 standard by independent third party auditors. Upon request, OneTrust shall supply a summary copy of its audit report(s) to Customer, which reports shall be subject to the confidentiality provisions of the Agreement. In the event that OneTrust is unable to provide a valid ISO 27001 certification, it will permit Customer to do an onsite audit (which audit shall not include general financial information or information relating to OneTrust's other customers). OneTrust shall also respond to any written audit questions submitted to it by Customer, provided that Customer shall not exercise this right more than once per year.
- 1.13. Liability: Each party's liability for one or more breaches of this Data Processing Addendum shall be subject to the limitations and exclusions of liability set out in the Agreement. In no event shall either party's liability for a breach of this Data Processing Addendum exceed the liability cap set out in the Agreement. Neither party limits or excludes any liability that cannot be limited or excluded under applicable law (such as for fraud).