

## Partner End User License Agreement

THIS END USER LICENSE AGREEMENT ("PARTNER EULA") IS A LEGAL AGREEMENT BETWEEN YOU ("PARTNER" OR "YOU") AND ONETRUST, LLC ("ONETRUST") (EACH A "PARTY", COLLECTIVELY, THE "PARTIES") GOVERNING YOUR USE OF THE SOFTWARE AND RELATED SERVICES SET FORTH ON THE ORDER FORM OR STATEMENT OF WORK ACCOMPANYING THIS PARTNER EULA (THE "SOFTWARE").

PLEASE READ THE TERMS AND CONDITIONS OF THIS PARTNER EULA CAREFULLY BEFORE USING THE SOFTWARE. BY CLICKING ON THE "ACCEPT" CHECKBOX OR SIGNING AN ORDER FORM REFERENCING THIS PARTNER EULA, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE ON BEHALF OF YOURSELF AND YOUR COMPANY OR ORGANIZATION TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS PARTNER EULA TO THE EXCLUSION OF ALL OTHER TERMS. IF A SEPARATE SIGNED WRITTEN AGREEMENT WITH RESPECT TO THE SERVICES EXISTS BETWEEN PARTNER AND ONETRUST, THE TERMS OF THAT SIGNED WRITTEN AGREEMENT (EXCLUDING THE PRE-PRINTED TERMS OF ANY PURCHASE ORDER, CONFIRMATION OR SIMILAR DOCUMENT) SHALL TAKE PRECEDENCE OVER THIS PARTNER EULA, AND YOU ACKNOWLEDGE THAT PARTNER IS BOUND BY THE TERMS OF THAT SIGNED WRITTEN SERVICES AGREEMENT. IF YOU ENTER INTO THIS PARTNER EULA ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THIS PARTNER EULA, YOU HAVE NO RIGHT TO USE THE SOFTWARE. USE OF THE SOFTWARE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS PARTNER EULA.

### **1. USE OF SOFTWARE AND LICENSE; RESTRICTIONS.**

Subject to the terms of this Partner EULA and payment of all applicable fees set forth in the applicable quote or order form signed by both OneTrust and Partner ("Order Form"), OneTrust grants to Partner and its Affiliates a nonsublicensable, nontransferable, nonexclusive license to use the Software identified in the Order Form solely in accordance with, and during the term of, this Partner EULA and solely for the benefit of Customer provided such Customer agrees to be bound by terms and conditions at least as restrictive as this Partner EULA, during the license period specified in the applicable Tenant Order Form. As used herein, 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. Partner may provide to Customer the applicable reports generated via the Software, and may also use the content of such reports or other content resulting from the use of the different modules within the Software to create separate deliverables for its Customer. However, Partner is not allowed to use the Software for its internal business purposes. The Order Form shall be deemed accepted when Partner first uses the Software or the day of the latest signature date on the Order Form (whichever is earlier) ("Contract Commencement Date"), at which point a contract between Partner and OneTrust for the license of the Software in accordance with this Partner EULA shall come into existence ("Contract"). As specified in the Order Form, Partner's license for use of the Software shall be in one of the following manners: (a) as part of a OneTrust-hosted offering (software-as-a-service) accessible by Partner via the internet ("SaaS Offering"), or (b) as part of an on-premise, Partner hosted Software offering ("On-Premise Offering"). With respect to the SaaS Offering, (i) Partner will not be provided with and shall have no right to any software code and, (ii) OneTrust will use reasonable commercial endeavors to make the SaaS Offering available twenty-four (24) hours a day, seven (7) days a week, but notwithstanding the foregoing, OneTrust reserves the right to suspend Partner's access to the SaaS Offering for scheduled or emergency maintenance. With respect to the On-Premise Offering, only object code will be provided to Partner, and Partner has no rights to any Software source code. OneTrust shall at all times retain all title to and ownership of the Software and all copies thereof. Partner 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 thereof 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, or (e)

possess or 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. Partner shall maintain the copyright notice and any other notices that appear on the Software on any copies (including backup copies) and any media. Partner is responsible for (i) all activity occurring under Partner's user accounts (including, without limitation, administrators, employees, contractors and/or any other third party users) and their compliance with the terms and conditions herein; and (ii) complying with any applicable laws which might impact the Partner's right to import, export or use the Software and documentation, and Partner warrants and represents that shall comply with any regulations or registration procedures required by applicable law to make this license enforceable. OneTrust is not responsible to Partner for unauthorized access to Partner's data or the unauthorized use of the Software to the extent that such access is not due to OneTrust's breach of its confidentiality or security obligations hereunder. OneTrust employees shall at no time during the duration of this Partner EULA access the OneTrust Instance of Partner nor any Tenant Database associated with such OneTrust Instance, other than when specifically authorized to do so by Partner, including, without limitation, for the purpose of receiving assistance from a OneTrust employee.

## **2. SUPPORT AND UPGRADES.**

### **2.1. Support**

Basic Support as described in the OneTrust Basic Partner Support documentation ("Basic Support") is included in the price of your license. Partner may choose to purchase higher levels of support as described in the OneTrust Enhanced Partner Support documentation.

### **2.2. Upgrades**

Additionally, 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 price of your license. With respect to SaaS Offering, Upgrades will be immediately and automatically available as of the release date. With respect to On-Premise Offering, OneTrust will arrange assistance with Partner to guide and help them implement the Upgrades, provided however that the Software version installed on premise at the time Partner requests the Upgrade is within the four latest major versions of the Software or any major version released within the prior six months (whichever is greater). Any other Upgrade request will be supported on a time and materials basis.

## **3. FEES AND PAYMENT.**

Fees and payments will be invoiced according to the Order Form or Tenant Order Form, as applicable. All payment obligations are non-cancelable and all amounts paid are nonrefundable. All payments shall be made in the currency indicated in the Order Form or Tenant Order Form (as applicable) in full and cleared funds without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law) within thirty (30) days of the applicable invoice date, unless otherwise specified in the Order Form or Tenant Order Form ("Payment Due Date"). OneTrust may at any time, without limiting its other rights and remedies, set off any amount owing to it by the Partner against any amount payable by OneTrust to Partner. All sums payable under the Contract are exclusive of value added tax chargeable for the time being (VAT) or any other relevant local sales taxes, for which the Partner shall be responsible. If payment has not occurred within fifteen (15) days after the Payment Due Date, then without limiting any other right or remedy available to OneTrust, a Late Fee will be charged ("Late Fee") and will amount to 1.5% of the invoice amount per calendar month (if not invoiced monthly, the invoice amount excluding the applicable one-time fee for On-Premise deployment, prorated to one calendar month). Partner shall pay the Late Fee together with the overdue amount. Partner agrees to provide OneTrust with complete and accurate billing and contact information. All pricing terms are Confidential Information, and Partner agrees not to disclose them to any third party.

## **4. ONETRUST INDEMNITY.**

OneTrust, at its sole expense, agrees to defend Partner against any third party claim that Partner's use of the Software, as delivered by OneTrust to Partner and used in accordance with this Partner EULA, directly infringes a third party copyright or issued patent or directly misappropriates a trade secret (but only to the extent such misappropriation is not a result of Partner's actions) under the laws of: (a) the United States and Canada; (b) the European Economic Area; (c) Australia; (d) New Zealand; (e) Japan; or (f) the People's Republic of China (an "Infringement Claim"), and indemnify Partner from the

resulting costs and damages finally awarded against Partner to such third party by a court of competent jurisdiction or agreed to in settlement; provided that: (i) Partner promptly notifies OneTrust in writing of the Infringement Claim; (ii) OneTrust has sole control of the defense and all related settlement negotiations; and (iii) Partner provides OneTrust with the information, assistance and authority to enable OneTrust to perform OneTrust's obligations under this Section. Partner may not settle or compromise any Infringement Claim without the prior written consent of OneTrust. In any action based on an Infringement Claim, OneTrust, at its option and its own expense, will either: (1) procure the right for Partner to continue using the Software in accordance with the provisions of this Partner EULA; (2) make such alterations, modifications or adjustments to the Software so that the infringing Software becomes non-infringing without incurring a material diminution in performance or function; (3) replace the Software with a non-infringing, substantially similar substitute; or (4) terminate the relevant Software Licenses, and upon Partner certified destruction or deletion of the Software, OneTrust shall refund to Partner the unused remainder of any license fees prepaid by Partner and received by OneTrust. In connection with any termination pursuant to this Section, Partner shall comply with all post-termination requirements set forth in this Partner EULA. OneTrust shall have no liability or obligations for an Infringement Claim pursuant to this Section to the extent that it results from: (a) modifications to the Software made by a party other than OneTrust or under the direct control of OneTrust; (b) the combination, operation or use of the Software with non-OneTrust products; (c) use of the Software outside the scope of this Partner EULA; (d) OneTrust's use of any designs, plans, instructions, specifications, diagrams or the like, provided by Partner, if any; (e) Partner's failure to use all available Upgrades to the Software made available to Partner by OneTrust, if the claim would not have occurred but for such failure; (f) use of open source software or freeware technology or any derivatives or other adaptations thereof not embedded by OneTrust into the Software; or (g) any Software that is provided on a no charge, beta, or evaluation basis. Nothing in this provision shall be construed as a limitation on Partner's ability to retain legal counsel at its own expense to passively monitor the proceedings. This Section sets forth Partner's sole and exclusive remedies and OneTrust's entire liability with respect to claims for infringement or violation of third party intellectual property rights by the Software.

## **5. PARTNER INDEMNITY.**

Partner shall indemnify, defend, and hold harmless 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) Partner's use of the Software in an unauthorized manner or in violation of the license restrictions set forth in Section 1, and (ii) the actual or alleged infringement of any proprietary or other rights of a third party in any materials provided by or on behalf of Partner to OneTrust in connection with the Contract.

## **6. LIMITATION OF COMPLIANCE.**

Partner acknowledges that use of OneTrust Software and/or materials does not guarantee compliance with any applicable laws and regulations in any jurisdiction.

## **7. FEEDBACK.**

Partner may, at its discretion, provide feedback to OneTrust with respect to its use of the Software ("Feedback"). Feedback may include, without limitation, errors or difficulties discovered in the Software 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.

## **8. SECURITY.**

Throughout the license term and at all times in connection with its actual or required performance of the services hereunder, OneTrust shall implement and maintain appropriate technical and organizational measures to protect Partner data (including Partner Personal Data) against any breach of security leading to accidental or unlawful destruction, loss, alteration or unauthorized disclosure of, or access to such information (a "Data Breach"). Such measures shall be consistent with industry standards. Upon becoming aware of a Data Breach, OneTrust will notify Partner (unless OneTrust is by law prohibited from doing so) without undue delay (latest within forty eight (48) hours of becoming aware of a Data Breach).

## **9. LIMITED WARRANTY AND DISCLAIMERS.**

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. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE AND ALL SERVICES HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS. ONETRUST AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT THE SOFTWARE OR DOCUMENTATION OR ANY RESULTS OF USE THEREOF WILL BE FREE OF DEFECTS, ERRORS OR VIRUSES, RELIABLE OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS OR IN A PARTICULAR ENVIRONMENT OR THAT ERRORS THEREIN, IF ANY, WILL BE CORRECTED.

## **10. LIMITATION OF LIABILITY AND DAMAGES.**

10.1. SUBJECT TO SECTION 10.3 AND 10.4, NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER RELATING TO OR ARISING OUT OF THE CONTRACT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY FOR ANY AMOUNT IN EXCESS OF THE LICENSE FEES PAID BY PARTNER AND RECEIVED BY ONETRUST HEREUNDER IN THE LAST TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.2. SUBJECT TO SECTION 10.3 AND 10.4 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOSS OF REVENUES; (III) LOSS OF PROFITS; (IV) LOSS OR INACCURACY OF DATA; OR (V) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING UNDER OR IN CONNECTION WITH THE CONTRACT, IN EACH CASE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY.

10.3. THE LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS SECTION 10 SHALL NOT APPLY TO BREACHES OF LICENSE RESTRICTIONS SET FORTH IN SECTION 1, INDEMNIFICATION OBLIGATIONS, CONFIDENTIALITY OBLIGATIONS, AND MISUSE OF PARTY'S INTELLECTUAL PROPERTY HEREUNDER.

10.4. NOTHING IN THE CONTRACT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

## **11. NONASSIGNABILITY.**

Neither the rights nor the obligations arising under the Contract are assignable or transferable by either Party without the other Party's prior written consent (which shall not be unreasonably withheld), and any such attempted assignment or transfer shall be void and without effect.

## **12. GOVERNMENT USE.**

If Partner 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 Partner EULA.

## **13. 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 license 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.

Each Receiving Party shall not use the Confidential Information for its own purposes (other than implementation of this license) 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 the Contract. Without limiting the foregoing, either Party may disclose Confidential Information to a government authority if that disclosure is (i) required by law or (ii) necessary to exercise its rights or perform its obligations under and in accordance with the Contract. 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 group companies. In the event of a disclosure of Confidential Information by a subcontractor or parent company, OneTrust remains responsible for the confidentiality of the information. Partner may also disclose Confidential Information to its Customers that have a need to know that Confidential Information in order to perform the services. In the event of a disclosure of Confidential Information by a Customer, Partner remains liable for the confidentiality of the information. As used herein, "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 the Contract; provided, however, that Confidential Information shall not include information that (w) is or becomes a part of the public domain through no act or omission of the Receiving Party; (x) 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; (y) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (z) is independently developed by the Receiving Party. This section shall apply during the term of the Contract, and for three (3) years after the termination or expiration hereof. 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.

#### **14. EFFECTIVE DATE, TERM, CONTROLLING LAW, ATTORNEYS' FEES AND SEVERABILITY.**

Except as otherwise stated in the Order Form, the Contract shall become effective on the Contract Commencement Date and shall continue for a period of twelve (12) months thereafter. This Contract will be construed in accordance with and governed exclusively by the laws of the State of Georgia, U.S.A., without respect to conflict of laws principles. All disputes or claims (including non-contractual disputes or claims) under this Contract will be resolved in the applicable court in Atlanta, Georgia, U.S.A. The Parties consent to the exclusive jurisdiction of such court, agree to accept service by process of mail, and waive any jurisdictional 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 Contract. Each provision of this Partner EULA 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 Partner EULA shall be limited or modified to the minimum extent necessary to make it valid, legal and enforceable and so that this Partner EULA shall otherwise remain in effect.

#### **15. ENTIRE PARTNER EULA; MODIFICATIONS; WAIVERS; COUNTERPARTS.**

The Contract, together with any agreement, policy or guideline referenced in this Partner EULA, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof 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 the Contract. Subject to Section 10.4, each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. To the extent there is any conflict or inconsistency between this Partner EULA and such mutually executed Order Form, the Order Form shall prevail to the extent of any such conflict or inconsistency. Except as expressly provided herein, any modifications of this Partner EULA must be in writing and signed by both parties. Waiver by a Party of a breach of any provision of the Contract by the other Party will not operate as a waiver of any other or subsequent breach by such breaching Party. No one other than a party to the Contract, their successors and permitted assignees shall have any right to enforce any of the terms of the Contract.

#### **16. TERMINATION; SUSPENSION.**

Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if the other Party breaches a material obligation under the Contract that has not been cured (if curable) within thirty (30) business days of notice thereof or either Party's (i) announces a cessation of its entire business or becomes insolvent; (ii) elects to dissolve and wind-up its business; (iii) makes a general assignment for

the benefit of creditors; or (iv) 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. OneTrust may also terminate the Contract with immediate effect if Partner fails to pay any amount due to OneTrust on the due date for payment and remains in default not less than fifteen (15) days after being notified in writing to make such payment. The Contract will also terminate automatically upon the expiration of any applicable license period specified in the Order Form or such other license period as have been expressly agreed to by OneTrust. Upon termination of the Contract, the license granted hereunder will terminate and (i) Partner shall promptly destroy any and all documents, notes and other materials regarding the Software (including any physical copies made thereof), and an officer of Partner shall certify the same to OneTrust upon OneTrust's request; provided however that, upon Partner's request and payment of a reasonable fee covering the cost, OneTrust shall retrieve and deliver to Partner a copy of the data Partner will have input in the Software at the time of termination in an industry standard format, and (ii) OneTrust shall promptly destroy any and all Partner Confidential Information (including any physical copies made thereof), and an officer of OneTrust shall certify the same to Partner on Partner's request; otherwise, the terms of the Contract will remain in effect. Without limiting the foregoing, OneTrust may suspend or limit Partner's access to or use of the Software without liability if (i) Partner's account is more than sixty (60) days past due, or (ii) Partner'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 Partners; provided that OneTrust will end such suspension when Partner cures the foregoing. Termination or expiry of the Contract 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 the Contract which existed at or before the date of termination or expiry.

## **17. DATA PROCESSING.**

OneTrust has self-certified under the EU-U.S. Privacy Shield Framework. Data about an identified or identifiable individual received by OneTrust in the United States from the European Economic Area will be given the same level of privacy protection as provided for in the Privacy Shield Principles and Supplemental Principles. By accepting this Partner EULA, Partner acknowledges and agrees that Partner Data may be transferred to, stored or processed in the United States, where OneTrust servers are located and OneTrust's central database is operated.

If you are using the Software or documentation outside the U.S.A., then the following shall apply: (a) You confirm that this Partner EULA 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, and you represent that you have complied with any regulations or registration procedures required by applicable law to make this license enforceable. Partner acknowledges that OneTrust and any of its Affiliates may disclose the privacy provisions in the Contract to the US Department of Commerce, the Federal Trade Commission, the European data protection authority, or any other US or EU judicial or regulatory body upon their lawful request.

## **18. INTELLECTUAL PROPERTY.**

Partner acknowledges that: (a) OneTrust or its third party licensors (as applicable) owns all patent, copyright, domain name rights, database rights, trademark, trade secret and any other intellectual property rights embodied (i) in the Software, Upgrades and/or any services provided by OneTrust or its Affiliates hereunder; 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 hereunder, in each case whether registered, registrable or not and both present and future, including all applications and right to apply for any of the foregoing rights anywhere in the world, and the right to sue for past infringements of any of the foregoing rights; and (b) that rights in the Software are licensed (not sold) to Partner, and that Partner 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 the Contract.

Partner Content shall mean any and all data, applications, files, information or materials created, accessed, transmitted, uploaded, published or displayed through the Software by Partner, users, or any third party users. Partner Content does not include relationship data or usage data. OneTrust shall have no right to exploit or use any part of Partner Content for itself or for other of its customers. For the avoidance of doubt, (a) OneTrust shall not add any Partner Content to its Software template gallery, (b) Partner Content shall not include any format or presentation of the data, and (c) any output from the Software including, but not limited to, tables, format, and the like shall be the property of OneTrust. Nothing contained herein shall prevent OneTrust from independently developing its own content.

Partner expressly acknowledges and agrees that OneTrust shall be the sole owner of any newly-developed intellectual property including but not limited to (i) newly-developed, revised, or modified source code and (ii) inventions where such are related in any way to the Software, the Hosted Services or OneTrust's general business, regardless of the creator, whether such are developed, revised, or modified in response to Partner's requests, suggestions, or ideas, even if performed as Software related services paid for by Partner or Partner's Customers. During the term of this EULA and thereafter, Partner shall not assert the invalidity of the OneTrust intellectual property, or contest OneTrust's right, title or interest therein and thereto, and Partner shall not cause, influence, or assist in any manner whatsoever, any other party to make any such assertions or contest (including, without limitation, Partner's Customers).

Partner-Licensed Materials. OneTrust hereby grants to Partner, at no additional fee, a worldwide, perpetual, irrevocable, non-exclusive license and right to use Reports. Reports shall mean any document containing Partner Content in any format that Partner is able to generate via the Software.

## **19. THIRD PARTY SOFTWARE.**

You acknowledge that the Software may contain copyrighted software of OneTrust's Affiliates and suppliers which are obtained under a license from such Affiliates and 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 thereof, including all copyright and other intellectual property rights. Your use of any Third Party Software shall be subject to, and you shall comply with, the terms and conditions of this Partner EULA, and the applicable restrictions and other terms and conditions set forth in any Third Party Software documentation or printed materials provided to the Partner, including without limitation an end user license agreement. For the purpose of providing the Software, OneTrust uses Third Party Software including [Zendesk](#) (Partner feedback portal), [MailGun](#) and [MailJet](#) (e-mail notifications), and [Microsoft Azure](#) (hosting).

## **20. BASIS OF BARGAIN.**

EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS PARTNER EULA ARE MATERIAL, BARGAINED FOR BASES OF THIS PARTNER EULA AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS PARTNER EULA AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS PARTNER EULA.

## **21. AUDIT RIGHTS.**

OneTrust reserves the right to authorize a representative of OneTrust to audit Partner's records relating to the Software and use thereof, which shall only include the data input or generated via the Software. Upon prior written notice, Partner 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.