



OneTrust[®] Product Usage Terms

Last Updated: August 26, 2024

This document defines the limits that are applicable to the Cloud Services you obtain from OneTrust. Certain Cloud Services may be licensed on a flat-fee basis. If no usage limit is specified on the Order Form, then no limit shall apply with respect to that metric.

Privacy Automation.

Maximum Users:

- **"Users"** refers to Authorized Users with permissions to create, administer, initiate, or update key program elements and workflows (including policies, procedures, risks, controls, assets, tasks, dashboards, integrations, and overall setup) within the Cloud Services.
- **"Maximum Users"** refers to the maximum number of Users at any given time. Customer may add or remove users to preserve the limit.

Maximum Inventory:

- **"Inventory Records"** means the asset inventory as identified by a unique record number.
- **"Maximum Inventory"** refers to the maximum count of Inventory Records Customer may have in the Cloud Services.
- Customer may monitor the number of Inventory Records through the Inventory tab accessible through the Cloud Services.

Consent & Preferences Solution.

Daily Active Unique Visitors or DAUV: (Consent Management)

- **"DAUV"** refers to the total unique daily number of visitors received across all channels (web, mobile, and CTV), aggregated across multiple properties (e.g. domains, apps, and devices), averaged over a period of up to 365 days.
- Customer may monitor DAUV volume through the Consent Traffic reporting tab accessible through the Cloud Services.

Maximum Data Subject Profiles: (Universal Consent & Preference Management)

- **"Data Subjects"** refers to a customer profile with a primary identifier (such as an email or phone) that is logged by the Cloud Services, whether or not unique.
- Customer may monitor the number of Data Subjects through the Cloud Services.

Third Party Management

Maximum Users:

- **"Users"** refers to Authorized Users with permissions to create, administer, initiate, or update key program elements and workflows (including policies, procedures, risks, controls, assets, tasks, dashboards, integrations, and overall setup) within the Cloud Services.



- “**Maximum Users**” refers to the maximum number of Users at any given time. Customer may add or remove users to preserve the limit.

Maximum Inventory:

- “**Inventory Records**” means the third-party inventory as identified by a unique record number.
- “**Maximum Inventory**” refers to the maximum count of Inventory Records Customer may have in the Cloud Services.
- Customer may monitor the number of Inventory Records through the Third-Party Inventory tab accessible through the Cloud Services.

Maximum Screens: (Third Party Due Diligence)

- “**Screen**” refers to a data pull from Dow Jones related to a specific third party.
- “**Maximum Screens**” refers to the annual limit on the number of Screens Customer may run.

Tech Risk & Compliance Solution

Maximum Users:

- “**Users**” refers to Authorized Users with permissions to create, administer, initiate, or update key program elements and workflows (including policies, procedures, risks, controls, assets, tasks, dashboards, integrations, and overall setup) within the Cloud Services.
- “**Maximum Users**” refers to the maximum number of Users at any given time. Customer may add or remove users to preserve the limit.

Maximum Inventory:

- “**Inventory Records**” means the applications and systems used to process data as identified by a unique record number.
- “**Maximum Inventory**” refers to the maximum count of Inventory Records Customer may have in the Cloud Services.

Overuse Policy

OneTrust may monitor Customer’s usage to verify that Customer does not exceed any applicable Limits (“**Usage Limit**”). If Customer exceeds a Usage Limit during the Subscription Term, the Customer shall either: (i) reduce its usage to conform to the Usage Limit; or (ii) purchase a higher usage tier to increase the applicable Usage Limit.

In the event neither (i) nor (ii) has occurred within 3 calendar months of Customer first exceeding the Usage Limit (“**Grace Period**”). OneTrust may invoice an additional fee (“**Additional Fee**”) under the Order Form (which will be calculated based on Customer’s usage from the start of the Grace Period).

The Additional Fee is the difference in price between Customer’s purchased usage tier and the price for the next highest usage tier that would allow for Customer’s continued use without exceeding the Usage Limits, calculated on a pro rata basis from the start of the Grace Period to the end of the then-current Subscription Term.