

PREMIUM TERMS AND CONDITIONS

If Customer purchases Premium Services from Company, these Premium Terms and Conditions (the “**Premium Terms**”) shall apply and supplement the Agreement to the extent incorporated into the applicable Order Form.

1. Certain Definitions.

(a) “**Agreement**” means the General Terms and Conditions.

(b) “**Hosting SLAs**” means the service level agreements regarding the Hosting Services set forth in Schedule 1 to these Premium Terms.

(c) “**Infringement Claim**” means a claim by a third-party other than an Affiliate of Customer, made during the applicable Term, that use of the Licensed Materials in accordance with the terms of this Agreement infringes a United States patent practiced by such party or a United States copyright held by such party or misappropriates such party’s trade secrets pursuant to laws of the United States or a state in the United States.

(d) Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

2. License to Premium Customer. Subject to the terms and conditions of the Agreement, these Premium Terms and the applicable Order Form, Company grants to Customer a non-exclusive, non-transferable, non-sublicensable (except with respect to User Sublicenses) license during the Term of these Premium Terms for Customer and to access and use the Licensed Materials solely for Customer’s internal business purposes and for the number of Authorized Users identified in the Order Form to access and use the Licensed Materials during the term of these Premium Terms pursuant to the Portal Terms of Use. All rights with respect to the Licensed Materials not explicitly granted herein are reserved to Company.

3. Services. Subject to the terms and conditions of the Agreement, these Premium Terms, and the applicable Order Form and provided Customer is not in material breach of its obligations, Company shall provide the following Services during the term of these Premium Terms:

(a) Hosting. Notwithstanding anything to the contrary in the Agreement, Company shall provide the Hosting Services in accordance with the Hosting SLAs.

(b) Support. Subject to the terms of the applicable Order Form, Company will provide to Customer reasonable consultation and assistance with operational and technical support issues arising from use of the Platform during Company’s then-current normal business hours pursuant to requests for support services submitted by telephone or e-mail at such numbers and e-mail addresses as Company shall provide to Customer from time to time.

(c) Maintenance and Error Correction. In response to a reported error, Company shall use commercially reasonable efforts to correct the error or to provide a reasonable workaround sufficient to alleviate any substantial adverse effect of the problem on the utility of the Platform, provided that Customer assists Company in its efforts as reasonably requested by Company.

(d) Supported Use and Environment. Company’s support and maintenance obligations pursuant to this Agreement are conditioned upon access to and use of the Licensed Materials by Authorized Users in accordance with the Documentation and use of devices, browsers and other information technology meeting the criteria set forth in the Documentation. From time to time, Company may revise the specifications

described in this paragraph or implement new such specifications to address the evolution of such technology.

4. Charges.

(a) Payment. Customer shall pay all amounts due to Company pursuant to the Agreement, these Premium Terms, or any Order Form within 30 days after invoice dates thereof. Customer shall make remittances to Company in U.S. Dollars by check (subject to collection), by credit/debit card, or by wire transfer drawn on a U.S. bank to a designated bank account as specified by Company on each invoice or by other notice to Customer. No failure or delay by Company to present an invoice for amounts properly due pursuant to this Agreement in a timely manner shall constitute a waiver of such charges, and when presented, Customer shall pay such invoice for amounts properly due and payable in accordance with these payment terms. Should Customer's financial responsibility and/or creditworthiness become unsatisfactory to Company in its reasonable discretion, Company thereafter may require, by notice to Customer, prepayment in full or satisfactory security for payment. Any statement appearing on a check or otherwise referring an amount due hereunder to the contrary notwithstanding, a payment received from Customer shall be applied by Company against the applicable payment obligation of Customer to Company under the applicable invoice pursuant to this Agreement. Acceptance of any partial payment shall not constitute a waiver of Company's right to payment in full of all amounts properly due and owing from Customer to Company.

(b) Taxes. Customer shall pay when due (and Company at its discretion may collect and pay on Customer's behalf) all taxes, levies, or assessments based on or in any way measured by this Agreement, the Licensed Materials, and the Services provided hereunder, excluding taxes based on Company's net income, but including sales and use taxes and personal property taxes, if any; provided, however, that if Customer notifies Company in writing that Customer is exempt from paying applicable state, county, city, or other local sales or use taxes and delivers to Company a copy of Customer's tax exemption certificate or other evidence satisfactory to Company demonstrating such exemption, Company shall not collect and pay such taxes on Customer's behalf except pursuant to an order from a court of competent jurisdiction or notice from such taxing authority. If Customer has notified Company of such a tax exemption, Customer shall notify Company promptly of any change in the status of such exemption.

5. Certain Data Processing.

(a) Data Processing Addendum. If Customer is a "Controller" as defined in the Data Processing Addendum attached hereto as Schedule 2 and notifies Company thereof in writing prior to executing the applicable Order Form, the parties acknowledge and agree that such Data Processing Addendum shall apply to the extent Customer Data includes "Customer Personal Data," as defined in the Data Processing Addendum. If Customer is or becomes a Controller, Customer shall notify Company thereof prior to any Processing of Customer Personal Data (as defined in the Data Processing Addendum).

6. Intellectual Property Indemnification.

(a) Indemnity. Company shall indemnify Customer against any final judgment entered in respect of an Infringement Claim by a court of competent jurisdiction and against any settlements arising out of such a claim. Company's obligations specified in this paragraph will be conditioned on Customer notifying Company promptly in writing of the Infringement Claim or threat thereof (whether or not litigation or other proceeding has been filed or served) and giving Company full and exclusive authority for, and information for and reasonable assistance with, the defense and, subject to Customer's approval (which shall not be withheld or delayed unreasonably), settlement of such claim and any subsequent appeal. Customer is not responsible for any settlement it does not approve in writing.

(b) Company's Mitigation. If an Infringement Claim has occurred or in Company's reasonable opinion is likely to occur, Customer agrees to permit Company, at Company's option and expense, to (a) procure for Customer the right to continue using the Licensed Materials, (b) replace or modify the same so that they become non-infringing but provide Customer substantially similar or better capabilities, or (c) if Company reasonably determines that both of the foregoing are technically impracticable or commercially infeasible, immediately terminate both parties' respective rights and obligations under this Agreement with respect to the infringing Licensed Materials, in which case Customer shall return to Company all copies of such Licensed Materials in its possession or control and Company shall refund to Customer the fees paid by Customer for such Licensed Materials for the then-current Term prorated for the portion of the Term through the date of such termination.

(c) Exceptions. The foregoing notwithstanding, Company shall have no liability for any Infringement Claim arising from (a) the combination, operation, or use of any Licensed Materials with equipment, devices, or software not supplied by Company; (b) modification of any Licensed Materials other than by or on behalf of Company, (c) Company's compliance with Customer's designs, specifications, or instructions, (d) Customer's or an Authorized User's use of the Licensed Materials after Company has informed Customer of modifications or changes in the Licensed Materials required to avoid such claims if such claim would have been avoided by implementation of Company's recommended modifications; or (e) Customer's or an Authorized User's use of the Licensed Materials that is not strictly in accordance with this Agreement.

(d) Exclusive Remedy. THE FOREGOING STATES THE ENTIRE OBLIGATION OF COMPANY, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO THIRD-PARTY CLAIMS REGARDING INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS AND MISAPPROPRIATION OF TRADE SECRETS.

7. Term and Termination

(a) Term; Access to Customer Data. Subject to earlier termination as provided herein, these Premium Terms shall commence on the date set forth in the Order Form and continue in effect until 5 days after the competition date stated in the Order Form (the "**Term**"). Upon expiration or termination of these Premium Terms or the Order Form, Customer Data generated in connection with the applicable event shall be retained in accordance with Section 10 of the Agreement.

(b) Notice of Breach; Cure Period. In the event of a breach of a provision of these Premium Terms or the Order Form, the notice and cure procedures set forth in this paragraph shall apply. The non-breaching party shall give the breaching party notice describing the breach and stating the time, as provided herein, within which the breach must be cured. If a provision of these Premium Terms or the Order Form sets forth a cure period for the breach in question, then that provision shall take precedence over any cure period set forth in this paragraph. No cure period shall be required, except as may be provided otherwise in these Premium Terms or the Order Form, if these Premium Terms or the Order Form sets forth specific deadline dates for the obligation allegedly breached. If the breach is of an obligation to pay money, the breaching party shall have five business days to cure the breach after written notice thereof by the non-breaching party. If the breach is a material breach of an obligation relating to the other party's Confidential Information, including Customer's use or disclosure of the Licensed Materials other than in compliance with the license granted in these Premium Terms or the Order Form, then the non-breaching party, in its sole discretion, may specify in the notice of breach that no cure period will be permitted. If the breach is other than a breach of the kind described above in this paragraph, then the cure period will be 30 days after the notice of the breach by the non-breaching party.

(c) Termination. If a breach of any provision of these Premium Terms or the Order Form has not been cured at the end of the applicable cure period, if any (or upon such breach if no cure period is permitted), then the non-breaching party thereupon may terminate these Premium Terms and the Order Form by notice

to the other party. Termination of these Premium Terms and the Order Form by Company shall terminate all licenses granted to Customer herein. These Premium Terms and the Order Form and the licenses granted to Customer herein shall terminate automatically, to the extent permitted by applicable law if Customer makes an assignment for the benefit of its creditors, files a petition for bankruptcy, receivership, reorganization, or other like proceeding under any present or future debtor relief law (or is the subject of an involuntary such petition or filing that is not dismissed within 60 days after the effective filing date thereof), or admits of a general inability to pay its debts as they become due. Any termination of these Premium Terms or the Order Form shall be in addition to, and not in lieu of, any other rights or remedies available at law or in equity.

8. MAXIMUM AGGREGATE LIABILITY. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE PREMIUM TERMS AND THE ORDER FORM UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO COMPANY UNDER THE APPLICABLE ORDER FORM IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Conflicts. In the event of a conflict between the terms of the Agreement and these Premium Terms, these Premium Terms shall control. In the event of a conflict between the Agreement or the Premium Term and the Order Form, the Order Form shall control.

Premium Terms and Conditions
Schedule 1

HOSTING SLAs

1. **Definitions.** For purposes of this Schedule, the following terms shall have the definitions indicated:

(a) “**Availability Target**” means the Platform is Available to Customer 99.5% of the time, other than periods of Excused Outages, as measured over the course of the Term.

(b) “**Available**” means that the Platform is available for access and use by Authorized Users, when accessed and used in accordance with the Documentation, without a Severity 1 Issue not addressed by a workaround procedure of which Company advises Customer that is reasonable under the circumstances and sufficient to alleviate any substantial adverse effect of the problem on the utility of the Platform.

(c) “**Excused Outage**” means that the Platform is not Available (i) during Scheduled Maintenance, (ii) due to the failure, interruption, outage, or other problem with any telecommunications, software, hardware, system, network, or facility of Customer, Authorized Users, or their third-party supplier(s) or otherwise not supplied by Company pursuant to this Agreement; (iii) due to the negligent act or omission or willful misconduct of the Customer, its Authorized Users, the respective employees, contractors, or agents of each, or any other party gaining access to the Platform due to any such negligent act or omission or willful misconduct, (iv) for a reasonable period to address a bona fide emergency or material threat to the security or integrity of the Platform, the Customer Data, or the data of another customer or to comply with applicable law or with an order of a court of competent jurisdiction; or (iv) pursuant to Customer’s request that Company cease making the Platform Available.

(d) “**Platform Service Credit**” means a credit described in Section 2 below.

(e) “**Scheduled Maintenance**” means maintenance, upgrades, or replacement of hardware, software, or telecommunications services on or affecting the Platform, but only if (i) the foregoing occurs between 12:00 AM and 5:00 AM Central Time, (ii) Company has notified Customer thereof not less than one business day in advance and such event lasts no more than 1 hour, provided that such events occur not more often than once per calendar month, or (iii) Company has notified Customer in advance and Customer, in its sole discretion, has consented to the foregoing. Any provision of this Agreement to the contrary notwithstanding, Company may give the notices contemplated in this paragraph by means of a message posted to the Platform reasonably visible to Authorized Users thereof or by email or telephone to Customer.

(f) “**Severity 1 Issue**” means a Malfunction that renders a business-critical aspect of the Platform inoperative or practically unusable by more than one Authorized User. For purposes hereof, “Malfunction” means a material failure of the Platform, when operated in accordance with the Documentation, to provide the functionality described in the Documentation or to perform in conformance with any standards and specifications expressly stated therein.

2. **Credits.** If Company fails to achieve the Availability Target, as Customer’s sole and exclusive remedy (other than as set forth in Section 3 below), upon the written request of Customer to Company within 15 days following such failure, Company shall issue a credit to Customer in the amount of 50% the fees paid under the Premium Terms. The Platform Service Credit shall be Customer’s exclusive remedy with respect to the failure to achieve the Availability Target.

Premium Terms and Conditions
Schedule 2

DATA PROCESSING ADDENDUM

This Data Processing Addendum (this “**Addendum**”) is made effective as of the Effective Date (as defined below), by and between **Company** and **Customer**.

WHEREAS, the parties have entered into those certain Terms and Conditions (the “**Agreement**”) to which this Addendum is attached and pursuant to which Company shall provide the Licensed Materials and certain services (collectively, the “**Services**”); and

WHEREAS, Customer is a “Controller” under the GDPR and requires a data processing agreement with third parties engaged in the Processing of Personal Data on its behalf; and

WHEREAS, in the course of performing its obligations under the Agreement, Company may Process Customer Personal Data on behalf of Customer as a Processor; and

WHEREAS, this Addendum forms an integral part of the Agreement and applies to the extent that Company Processes Customer Personal Data in the course of its performance under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

(b) “**Customer Personal Data**” means any Personal Data which Company Processes pursuant to the Agreement on behalf of Customer in its role as Controller.

(c) “**Data Protection Legislation**” means all European data protection and privacy laws applicable to the Processing of Customer Personal Data under the Agreement, including, where applicable, GDPR.

(d) “**Effective Date**” means the later of the date on which the Agreement becomes effective or the date on which Customer provides Customer Personal Data to Company for Processing.

(e) “**GDPR**” means Regulation 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).

(f) “**Personal Data Breach**” means a Personal Data Breach of Customer Personal Data in connection with the Agreement.

(g) “**Security Measures**” means commercially reasonable security-related policies, standards, and practices commensurate with the size and complexity of Company’s business; the level of sensitivity of the Personal Data collected, handled and stored; and the nature of Company’s business activities.

(h) “**Sub-Processor**” means any Processor engaged by Company to Process Customer Personal Data pursuant to the terms of the Agreement and this Addendum.

(i) “Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processor”, “Process”, “Processing”, and “Supervisory Authority” shall have the meanings ascribed to such terms in the Data Protection Legislation, whether or not capitalized therein.

2. Relationship of the Parties. The parties acknowledge and agree that Customer is the Controller and that Company is a Processor with respect to all Customer Personal Data.

3. Compliance with Laws.

(a) Each party shall comply with its respective obligations under the Data Protection Legislation with respect to Customer Personal Data. Customer shall not use the Services or the Licensed Materials in a manner that violates Data Protection Legislation, nor shall Customer instruct Processor to Process Customer Personal Data in violation of Data Protection Legislation. Customer represents, warrants, and covenants that it will only instruct Company to Process Customer Personal Data and use the Services and Licensed Materials in a manner that complies with Data Protection Legislation.

(b) Customer represents and warrants that it has a valid legal basis or lawful purpose for Processing Customer Personal Data and for any transfer of Customer Personal Data to Company, and Customer shall maintain a record of such valid legal bases and lawful purposes. Customer shall immediately notify Company if any change should occur in the legal bases or lawful purposes for the Processing or transfer of Customer Personal Data and shall immediately instruct Company of any new or revised scope, duration, subject matter, nature, or purposes regarding the Processing of Customer Personal Data by Company.

(c) Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Personal Data and the means by which Customer acquires Customer Personal Data. Customer represents and warrants that it has all rights and necessary consents and that it has provided all necessary notices to Process Customer Personal Data and to transfer Customer Personal Data to Company. Customer shall obtain all necessary consents from Data Subjects and shall maintain a record of such rights and consents. Customer shall immediately notify Company if a Data Subject revokes or changes his or her consent to the Processing of his or her Personal Data and shall immediately instruct Company of any new or revised scope, duration, subject matter, nature, or purposes regarding the Processing of Customer Personal Data by Company.

4. Processing Purpose and Instructions.

(a) Customer shall determine and instruct Company as to the scope, purposes, and manner by which Customer Personal Data is to be Processed by Company and, from time to time, may reasonably modify those instructions. Company shall notify Customer if, in Company’s opinion, an instruction provided by Customer infringes upon Data Protection Legislation.

(b) Customer represents and warrants to Company that the subject matter, duration, nature, and purposes of the Processing and the types of Personal Data and categories of Data Subjects contemplated by this Addendum are accurately described as follows and instructs Company to engage in such Processing:

(i) Subject Matter of the Processing: Company’s provision of the Services under the Agreement; provided, however, Customer acknowledges and agrees that it controls how the Licensed Materials are used to Process Customer Personal Data.

(ii) Duration of the Processing: The term of the Agreement plus the period from the expiry of the term until deletion of all Customer Personal Data by Company in accordance with the Agreement.

(iii) The Nature and Purpose of the Processing: Company will process Customer Personal Data for the purposes of providing the Services as instructed by Customer. Processing activities may include: collection, retrieval, organization, storage, alteration, enhancement, aggregation, de-identification, use, and

disclosure. Customer acknowledges and agrees that it controls how the Licensed Materials are used to Process Customer Personal Data.

(iv) The Types of Personal Data and Categories of Data Subjects: The types of Personal Data and Data Subjects include the individuals selected by Customer or Customer's employees, agents, or contractors and information collected and Processed in providing the Services. Customer acknowledges and agrees that it controls how the Licensed Materials are used to Process Customer Personal Data.

(c) Company shall only Process Customer Personal Data as set forth in the Agreement, this Addendum, and any specific, written instructions provided by an authorized representative of Customer to Company; provided, however that Company may engage in Processing required by Data Protection Legislation to which Company is subject after informing Customer of any such requirement (unless the law prohibits providing such information).

5. Reasonable Security and Safeguards.

(a) Subject to any hardware, software and network infrastructure used by Customer, Company shall, 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, implement appropriate technical and organizational measures (the Security Measures) to ensure a level of security appropriate to the risks presented by the Processing and the nature of Customer Personal Data.

(b) The Security Measures are subject to technical progress and development, and Company may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security.

(c) Company shall take steps to ensure that any natural person acting under the authority of Company who has been granted access to the Customer Personal Data by Company does not Process Customer Personal Data in violation of this Addendum. Company shall ensure that persons authorized to Process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(d) Customer is responsible for using and configuring the Services and the Licensed Materials in a manner which enables both parties to comply with Data Protection Legislation and for implementing appropriate technical and organizational measures with respect to its systems, networks, resources, personnel, and operations to ensure the privacy and security of Customer Personal Data.

6. Personal Data Breach.

(a) Upon becoming aware of a Personal Data Breach, Company will notify Customer without undue delay and will provide information relating to the Personal Data Breach as reasonably requested by Customer.

(b) Company shall notify Customer without undue delay if, in its assessment, Customer Personal Data has been Processed in a manner that is inconsistent with this Addendum, the instructions provided Customer, or Data Protection Laws.

7. Assessments and Audits.

(a) Company shall, upon reasonable and written notice and subject to obligations of confidentiality and pursuant to a non-disclosure agreement, contribute to audits (including inspections) conducted by Customer or a third-party auditor mutually agreed upon by the parties and allow its Processing procedures

and documentation to be inspected no more than annually in order to ascertain compliance with this Addendum. Such audit shall be at Customer's sole expense. Company shall cooperate in good faith with audit requests by providing access to relevant knowledgeable personnel and documentation. Except as otherwise required by law, (i) Customer shall provide at least thirty (30) days prior written notice to Company of any requested audit; (ii) any audit shall be conducted during Company's normal business hours; (iii) an audit shall not last longer than three (3) business days; and (iv) Customer and its agents and auditors shall not access Company's proprietary or confidential information, except to the extent access is strictly necessary to demonstrate compliance with this Addendum and in a manner acceptable to Company that preserves the proprietary or confidential nature of the information.

(b) During the term of this Addendum, Company shall make available to Customer all information necessary to demonstrate Company's compliance with Article 28 of the GDPR.

8. Cooperation and Assistance.

(a) Taking into account the nature of the Processing and the information available to Company, Company shall assist Customer in ensuring compliance with Customer's obligations under Articles 32 through 36 of the GDPR.

(b) Taking into account the nature of the Processing, Company shall assist Customer by implementing appropriate technical and organizational measures, insofar as is possible, for the fulfilment of Customer's obligations of responding to requests for exercising a data subject's rights under Chapter III of the GDPR.

(i) If Company receives any requests from Data Subjects or applicable Supervisory Authorities relating to the Processing of Customer Personal Data under the Agreement, including requests from Data Subjects seeking to exercise their rights under Data Protection Legislation, Company will promptly redirect the request to Customer. Company will not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so.

(ii) In the event Customer needs to provide information (including details of the services provided by Company) to a competent Supervisory Authority, Company shall assist Customer in providing such information, to the extent that such information is solely in the possession of Company or its Sub-processors.

(c) To the extent permitted by law, each party shall promptly inform the other party of any inquiry or complaint received from a Data Subject or a Supervisory Authority relating to the Processing of Customer Personal Data under this Addendum. The parties and their respective employees, contractors, and agents shall cooperate with a Supervisory Authority in the performance of its tasks with respect to this Addendum.

9. Use of Sub-Processors.

(a) Customer acknowledges and agrees that Company may engage such Sub-Processors as Company determines are reasonably appropriate for the Processing of Customer Personal Data under the Agreement and the Standard Contractual Clauses attached hereto as Exhibit 1. Company shall ensure that each of its Sub-Processors is bound by substantially the same data protection obligations applicable to Company under this Addendum by way of contract, including sufficient guarantees to implement appropriate technical and organization measures such that the Processing by the Sub-Processor will meet the requirements imposed by the GDPR. Customer hereby consents to Company's subcontracting of its processing of Personal Data under the Standard Contractual Clauses attached hereto as Exhibit 1.

(b) Customer hereby consents to the processing of Customer Personal Data by, and the disclosure and transfer of Customer Personal Data to, the Sub-Processors listed on Exhibit 2.

(c) Customer provides a general consent for Company to engage onward Sub-Processors in the Processing of Customer Personal Data under the Agreement without Customer's prior consent, provided that Company has entered into an agreement with the Sub-Processor containing data protection obligations that are as restrictive as the obligations under this Addendum (to the extent applicable to the services provided by the Sub-processor). Within ten (10) days of receiving a notification from Company to Customer of any changes in its use of Sub-Processors during the term of the Agreement, Customer shall notify Company of any objections to such additional or different Sub-Processors. If Customer does not timely notify Company of an objection, Customer acknowledges and agrees that Company may use the Sub-Processor(s) identified in Company's notice pursuant to the general authorization provided by Customer in this Section.

(d) To the extent required under Data Protection Legislation, Company will be responsible for any acts, errors, or omissions of its Sub-Processors that cause Company to breach any of its obligations under this Addendum.

10. International Data Transfers. Customer acknowledges and agrees that Customer Personal Data will be transferred to the United States of America, a jurisdiction that has been determined not to offer an adequate level of data protection by the European Commission. Customer further acknowledges and agrees that Company's Sub-Processor for cloud storage and related services may in limited instances transfer Customer Personal Data to other jurisdictions for which the European Commission has not adopted an adequacy decision. To facilitate such transfers, the parties hereby enter into the Standard Contractual Clauses attached hereto as Exhibit 1, which are incorporated by reference herein. The parties shall work together during the Term to ensure that they (or the relevant Sub-Processor) have a legally-approved mechanism in place to facilitate such data transfers, including working together to document the appropriateness of such mechanism in accordance with Data Protection Legislation.

11. Data Retention and Destruction. Upon termination of the Agreement and upon completion of Company's obligations in relation to the Processing of Customer Personal Data under this Addendum, or upon Customer's written instructions at any time during the term of this Addendum, Company shall either: (i) return to Customer all or certain subsets of Customer Personal Data in Company's possession; (ii) render anonymous all or certain subsets of Customer Personal Data in Company's possession; or (iii) permanently delete or render unreadable all or certain subsets of Customer Personal Data. In the event Company determines that anonymization, return, or destruction of Customer Personal Data is not reasonably feasible because Company is required by applicable law to retain any such Customer Personal Data, Company shall notify Customer thereof and limit any further Processing to those purposes that make the anonymization, return or destruction infeasible. The requirements of this section shall survive termination or expiration of this Addendum and shall be in force as long as any Customer Personal Data remain in the custody or control of Company.

12. Liability and Indemnification. Customer will indemnify, defend, and hold Company harmless against any claim, demand, suit or proceeding (including any damages, costs, reasonable attorney's fees, and settlement amounts) made or brought against Company by a third party alleging that the Services, Licensed Materials, or the Processing or transfer of Customer Personal Data infringes Data Protection Legislation.

13. General.

(a) Company acknowledges and agrees that it has no ownership of Customer Personal Data other than as expressly permitted under the Agreement or as authorized by Customer.

(b) ANY CLAIMS BROUGHT AGAINST COMPANY UNDER THIS ADDENDUM WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THE AGREEMENT; PROVIDED, HOWEVER,

THAT THE PARTIES HAVE NOT LIMITED THEIR LIABILITY UNDER THE AGREEMENT WITH RESPECT TO ANY DATA SUBJECT'S RIGHTS UNDER DATA PROTECTION LEGISLATION WHERE SUCH LIMITATION WOULD BE PROHIBITED BY LAW.

(c) In the event of a conflict between the Agreement (or any document referred to therein) and this Addendum, the provisions of this Addendum shall prevail.

(d) All notices provided for in this Addendum shall be sent to Company and Customer at the addresses provided in the Agreement and in accordance with all requirements for service of notices under that agreement.

This Addendum will terminate automatically upon the termination of the Agreement and any obligations under section 10 thereof.

EXHIBIT 1

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection **Customer** (the data **exporter**) and **Company** (the data **importer**), each a ‘party’; together ‘the parties’, HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1 **Definitions**

For the purposes of the Clauses:

(a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) ‘the data exporter’ means the controller who transfers the personal data;

(c) ‘the data importer’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) ‘the sub-processor’ means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) ‘the applicable data protection law’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) ‘technical and organisational security measures’ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2 **Details of the transfer**

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3
Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4
Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5 **Obligations of the data importer**

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6 **Liability**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7
Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8
Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9
Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10
Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11
Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer): *Customer, recipient of the Services*

Data importer

The data importer is (please specify briefly activities relevant to the transfer): *Company, provider of the Services*

Data subjects

The personal data transferred concern the following categories of data subjects (please specify): *Individuals selected by Customer or Customer's employees, agents, or contractors and information collected and Processed in providing the Services. Customer acknowledges and agrees that it controls how the Licensed Materials are used to Process Customer Personal Data.*

Categories of data

The personal data transferred concern the following categories of data (please specify): *First and last name, title, position, employer, contact information (company, email, phone, physical business address), professional life data, personal life data. Customer acknowledges and agrees that it controls how the Licensed Materials are used to Process Customer Personal Data.*

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify): *Depending on how Customer uses the Services, the personal data may include personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, data concerning health, or data concerning a natural person's sex life or sexual orientation. Customer acknowledges and agrees that it controls how the Licensed Materials are used to Process Customer Personal Data.*

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify): *Company will process Customer Personal Data for the purposes of providing the Services and as set forth in the Agreement. Processing activities may include: collection, retrieval, organization, storage, alteration, enhancement, aggregation, de-identification, use, and disclosure. Customer acknowledges and agrees that it controls how the Licensed Materials are used to Process Customer Personal Data.*

Appendix 2 to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

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, the data importer has implemented appropriate technical and organizational measures intended to ensure a level of security appropriate to the risk

EXHIBIT 2

SUB-PROCESSORS

Amazon Web Services (AWS)
Typeform
Twilio
Google
Mailchimp
Intercom
Zapier
Sentry.io
New Relic