# DATA PROCESSING TERMS AND CONDITIONS

These Data Processing Terms and Conditions ("Terms and Conditions") is incorporated by reference and applies to the Statement of Work ("SOW") by and between either Optiv Services LLC or Cysecure Advisory Services ULC (as designated in the SOW) (defined as "Company" in either case) and the end-client identified in the SOW ("Client"). These Terms and Conditions govern the processing of Personal Data (defined below) by Company in connection with Services provided in the SOW to Client. Any defined terms not described herein will have the meanings provided in the SOW.

## RECITALS

**WHEREAS,** these Data Processing Terms and Conditions amend and supplement all relevant statements of work, service orders, change orders, purchase orders, signed quotes, and other orders, including all terms, conditions and underlying agreements referenced therein, between Company and Client ("Agreement(s)"), and shall be incorporated into all such Agreement(s) which reference these Terms and Conditions or to which these Terms and Conditions are attached; and

**WHEREAS,** these Terms and Conditions contain the mandatory clauses required by the Data Protection Laws (defined below) applicable to Personal Data.

**NOW, THEREFORE,** in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following Terms and Conditions:

1. **DEFINITIONS.** All capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Agreement(s).

**"Affiliate(s)"** means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party to these Terms and Conditions**.**

**"Business Purposes"** means as needed for Company to perform under the Agreement(s); and/or as otherwise agreed upon between the parties in writing from time to time.

**"Client Personal Data"** means Personal Data provided by Client to Company for purposes of Company's provisions of the services.

**"Client Contact Data"** means Personal Data relating to individual business contacts of Client who Company may interact with for purposes of reselling third-party products to Client, engaging in professional services projects or otherwise performing activities related to the Agreement(s).

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

**"Data Protection Laws"** means all applicable local, state, federal and international privacy and data protection laws, including but not limited to the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any applicable national implementing laws, regulations and secondary legislation in any Member State of the European Union relating to the processing of Personal Data; the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (*2002/58/EC*); the United Kingdom Data Protection Act 2018 and all regulations and amendments relating thereto; the Personal Information Protection and Electronic Documents Act of Canada; and the California Consumer Privacy Act of 2018, Cal. Civ. Code sections 1798-100 *et seq.,* and its implementing regulations as well as the California Privacy Rights Act of 2020, Cal. Civ. Code sections 1798-100 *et seq.,* and any legally binding implementing regulations and amendments related thereto.

**"Data Subject"** means an individual who is the subject of Personal Data.

**"Personal Data"** means any information relating to an identified or identifiable natural person that is processed by Company for Client as a result of, or in connection with the Agreement(s); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data transmitted, stored or otherwise processed by Company under the Agreement(s).

**"Process"**, **"Processes"** or **"Processing"** means any operation or set of operations which involves use of Personal Data, whether or not by automated means, including but not limited to: collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**"Sell"** or **"Selling"** means the exchange of Personal Data for monetary or other valuable consideration, or as otherwise defined in applicable Data Protection Laws.

**"Standard Contractual Clauses"** means the Standard Contractual Clauses by and between Client acting as Controller (or Processor, when applicable) and Company acting as Processor (or Sub-Processor, when applicable) and included herein, pursuant to the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 on Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council; and reference to the Standard Contractual Clauses refers to the UK Addendum thereto. The applicable Standard Contractual Clauses, including the selections and information required by their annexes, and the applicable UK Addendum will be made available at the URL identified in the Agreement or otherwise provided by Company and are incorporated into these Terms and Conditions when required by Data Protection Laws. The version in effect on the effective date of the relevant Agreement will apply unless the parties agree otherwise in writing or an update is required by Data Protection Laws.

**"Sub-processor"** means any Processor engaged by Company or Company's Affiliates.

**2. CONTROLLING AND PROCESSING PURPOSES AND PERSONAL DATA TYPES.**

a. **Client Contact Data.** Each Party is a Controller of the Client Contact Data and is solely responsible for its own processing of such Client Contact Data.

b. **Processing.** Company and Client each acknowledge that for the purposes of the Data Protection Laws, Client is, depending on the data, a Controller or a Processor of the Client Personal Data, and in regards to Client Personal Data, Company is the Processor or Sub-processor thereof.

c. **Purposes.** The duration, purpose of Processing, and the Personal Data categories and Data Subject types that Company may process for Client are as follows:

i. <u>Duration of Processing</u>. Term of the relevant Agreement, or otherwise as necessary to fulfill obligations under the Agreement(s) or as required by law.

ii. <u>Business Purpose</u>. To provide products and/or services in accordance with the Agreement(s); to provide cybersecurity services to Client and/or Client's employees; to enhance Client's threat defenses; to resell or sublicense cybersecurity technology to Client; and/or for any other purpose agreed to between Client and Company. Company may require Client to provide certain Client Contact Data, and Company and Company Affiliates may store such Client Contract Data in databases on Company systems at any Company location and make it accessible globally to authorized Company personnel and vendors. As between the parties, Company may use and retain data generated from the operation, support, and use of its products and services solely to the extent such data does not identify Client, any Data Subject, or any other person and cannot reasonably be used to reconstruct Client Personal Data or Client confidential information. Client retains all right, title, and interest in Client Personal Data and Client confidential information. Company may use such data for various legitimate purposes such as to (A) use such information and data to improve and enhance the services and for other development, diagnostic and corrective purposes in connection with Company's services; (B) marketing and/or data analytics to assist Company in offering services and products to its customers; (C) and (D) disclose such data solely in aggregate or other de-identified form in connection with its business. Company shall adhere to its applicable confidentiality and safeguarding obligations. Notwithstanding the above, Company may act as a Controller when Processing Client Contact Data for the aforementioned business and operational purposes above.

iii. <u>use machine learning or artificial intelligence tools ("AI") to deliver the services in accordance with Client's documented instructions, provided that Company will not use Client Personal Data to train or improve any general-purpose or shared AI model unless Client expressly authorizes that use in writing</u>

iv. <u>Personal Data Categories</u>.

- Client's employees' names and contact information, which may include but is not limited to business and home addresses, email addresses, phone numbers, IP addresses, user names, and transaction history
- Client's customer names and business contact information, including addresses, email addresses, phone numbers, IP addresses

- Client’s vendor names and business contact information, including addresses, email addresses, phone numbers, IP addresses

**v.** Data Subject Types.

- Current, former, prospective employees of Client
- Employees or customers of Client’s clients
- Vendors of Client

**d. Data Return and Destruction.** Upon expiration or termination of the applicable Agreement, or earlier upon Client’s written request where required by Data Protection Laws, Company will, at Client’s choice, return or delete Client Personal Data within ninety (90) days, unless applicable law requires retention. Client Personal Data retained in routine backups will remain protected under these Terms and Conditions, will not be actively Processed except for restoration, security, or legal compliance purposes, and will be deleted in accordance with Company’s standard backup lifecycle. Upon request, Company will confirm completion of deletion in writing. Any Client Personal Data retained as required by law will remain protected and will be Processed only for the purpose requiring retention.

**e. Selling of Personal Data.** Company acknowledges and confirms that it does not receive any Personal Data as consideration for any products, services or other items that it provides to Client. Company shall not have, derive or exercise any rights or benefits regarding Personal Data. Company will not Sell any Personal Data nor will Company collect, share or use any Personal Data except as necessary to fulfill the Business Purposes. Company represents and warrants that it understands the rules, requirements and definitions of the Data Protection Laws and agrees to refrain from taking any action that would cause any transfers of Personal Data to or from the Client to qualify as Selling the Personal Data under the relevant Data Protection Laws.

**f. United States State Privacy Requirements.** To the extent Company Processes Client Personal Data as a service provider, contractor, or processor under applicable United States state privacy laws, Company will not: (a) Sell or Share Client Personal Data; (b) retain, use, or disclose Client Personal Data outside the direct business relationship with Client or for any purpose other than the Business Purposes and purposes permitted by applicable Data Protection Laws; (c) combine Client Personal Data with Personal Data received from or on behalf of another person, or collected from Company's own interaction with a consumer, except as permitted by applicable Data Protection Laws; or (d) Process Client Personal Data for targeted or cross-context behavioral advertising. Company will provide the same level of privacy protection required by applicable Data Protection Laws, notify Client if Company determines it can no longer meet its obligations, and permit Client to take reasonable and appropriate steps to verify, stop, and remediate unauthorized Processing as required by applicable Data Protection Laws. Company certifies that it understands and will comply with the restrictions in this paragraph.

## 3. TERM AND TERMINATION.

**a. Term.** These Terms and Conditions will remain in full force and effect so long as: (a) the Agreement(s) remains in effect; and/or (b) Company retains any Personal Data of Client related to the Agreement(s) (“Term”).

**b. Termination for Cause.** Either party’s failure to comply with these Terms and Conditions will constitute a material breach of the Agreement(s). In such event, the non-breaching party may terminate the Agreement(s) effective immediately on written notice to the breaching party without further liability or obligation. In addition, if a change in any Data Protection Law prevents either party from fulfilling all or part of its obligations under the Agreement(s), the parties will suspend the Processing of Personal Data until that Processing complies with the new requirements. If the parties are unable to promptly bring the Personal Data Processing into compliance with the Data Protection Laws, either party may terminate the Agreement(s) on written notice to the other party.

**c. Sections Surviving Termination.** Any of these Terms and Conditions that expressly or by implication are meant to survive termination of the Agreement(s), including but not limited to any provision related to protection of Personal Data, will remain in full force and effect upon termination.

## 4. REPRESENTATIONS AND WARRANTIES.

Company represents and warrants that it will:

**a.** Process Personal Data only to the extent and in such manner as is necessary for the Business Purposes and that it will not Process the Personal Data for any other purpose or in a way that does not comply with the Agreement(s), these Terms and Conditions, or the Data Protection Laws;

**b.** take appropriate technical and organizational measures to prevent the unauthorized or unlawful Processing of, accidental loss or destruction of, or damage to, Client Personal Data in its control or possession, and will ensure a level of security appropriate to: (i) the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage, (ii) the nature of the Personal Data protected, and (C) comply with all applicable Data Protection Laws.

**c.** ensure that all personnel who have access to and/or Process Client Personal Data are obliged to keep the Client Personal Data confidential and not to disclose it to third parties unless such disclosure is to support a Business Purpose above or is otherwise authorized by Client, or as required by law; and

**d.** promptly notify Client of any changes to Data Protection Laws that may adversely affect Company's performance of the Agreement(s).

Client represents and warrants that it:

**a.** will comply with all relevant Data Protection Laws;

**b.** has provided all required notices and obtained all rights, consents, authorizations, and other lawful bases necessary for Client to collect, use, and disclose Client Personal Data to Company for Processing in accordance with the Agreement and these Terms and Conditions; and, where Client acts as a Processor, has authority from the relevant Controller to appoint Company as a Sub-processor and issue the documented instructions contemplated by these Terms and Conditions; and

**c.** will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under Data Protection Laws.

**5. PROCESSOR PERSONNEL.**

**a. Employee training.** Company will ensure that all of its employees who handle Client Personal Data have undertaken training on the Data Protection Laws, and are aware of Company's duties and obligations under: (i) the Data Protection Laws; (ii) the Agreement(s); and (iii) these Terms and Conditions.

**b. Background Checks.** Company will conduct background checks on all of its employees with access to the Client Personal Data, consistent with applicable law.

**6. COMPANY'S SUB-PROCESSORS**.

**a. Use of Sub-processors.** Client has instructed or otherwise consents to Company's use of Affiliates and Sub-processors for the Processing of Client Personal Data in connection with the Business Purposes; provided that Company agrees to be responsible for the acts or omissions of such Sub-processors to the same extent as Company would be liable if performing the services of the Sub-processors under these Terms and Conditions. Client acknowledges and hereby consents that in some instances, Company's Sub-processors may leverage AI in order to render the services contemplated by the Business Purposes. Such AI tools may Process Client Personal Data only as necessary to provide the services under Client's documented instructions and subject to written terms imposing data protection obligations no less protective than those in these Terms and Conditions. Company will not authorize a Sub-processor to use Client Personal Data to train or improve a general-purpose or shared AI model unless Client expressly consents in writing.

**b. List of Sub-processors.** A list of Company's current Sub-processors, including a description of their processing activities and locations, will be provided in writing between Client and Company in the Standard Contractual Clauses, or related data transfer assessment. Company will maintain a current list of Sub-processors applicable to its products and services at a website designated by Company or otherwise make the list available to Client. Company will provide Client with a mechanism to subscribe to notice of any intended addition or replacement of a Sub-processor and will provide such notice at least fifteen (15) days before the new Sub-processor begins Processing Client Personal Data, except where an emergency or Data Protection Laws require a shorter period.

**c. Right to Object to new Sub-processor.** In order to exercise its right to object to Company's use of a new Sub-processor, Client shall notify Company promptly in writing within ten (10) business days after receipt of Company's notice in accordance with the mechanism set out in these Terms and Conditions. In the event Client objects to a new Sub-processor, and that objection is not unreasonable, Company will use reasonable efforts to make available to Client a change in the service or recommend a commercially-reasonable change to Client's configuration or use of the service to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Client. If Company is unable to make available such change within a reasonable time period, which shall not exceed thirty (30) days, Client may terminate the affected portion of the applicable order that Company cannot provide without use of the objected-to new Sub-processor by giving written notice to Company, and Company will refund any prepaid fees covering the terminated services after the effective date of termination. This termination right is Client's sole and exclusive remedy for an unresolved objection to a new Sub-processor.

**d. Sub-processors and the Standard Contractual Clauses.** Client acknowledges and agrees that Company may engage Sub-processors as described in this section for the fulfilment of Company's obligations under Clause 9(a) of the Standard Contractual Clauses. The parties agree that the copies of the Sub-processor agreements that must be provided by Company to Client pursuant to Clause 9(c) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Company beforehand to protect business secrets or other confidential information; and, that such copies will be provided by Company, in a manner to be determined in its discretion, only upon request by Client.

7. **SECURITY STANDARDS.** Company has implemented and will maintain appropriate technical and organizational measures to protect against unauthorized or unlawful Processing, loss, destruction of, or damage to the Client Personal Data in Company's control or possession, appropriate to: (a) the harm that might result therefrom; and (b) the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any such measures. Company will review its security measures, at least annually, to ensure such measures remain current and complete.

8. Company's technical and organizational measures will, as appropriate to the applicable service and risk, include: (a) access controls based on least privilege and need to know; (b) authentication controls, including multi-factor authentication for privileged or remote administrative access where technically feasible; (c) encryption of Client Personal Data in transit over public networks and at rest where appropriate; (d) logging, monitoring, vulnerability management, and malware protection; (e) secure development and change-management practices where Company develops software used to Process Client Personal Data; (f) incident response, business continuity, and disaster recovery procedures; (g) personnel confidentiality and security training; and (h) regular testing and evaluation of the effectiveness of relevant safeguards. Company may update these measures provided that the updates do not materially reduce the overall protection of Client Personal Data.

9. **PERSONAL DATA BREACH.**

   a. **Loss or Destruction.** Company will promptly and without undue delay notify Client if any Client Personal Data in Company's control or possession is lost or destroyed, or becomes damaged, corrupted, or unusable.

   b. **Notification.** Company will notify Client without undue delay and, where feasible, no later than seventy-two (72) hours after confirming a Personal Data Breach affecting Client Personal Data in Company's control or possession. Company may provide information in phases as it becomes available, and the initial notice will include, to the extent then known, a description of the nature of the Personal Data Breach, the approximate number of affected Data Subjects and Personal Data records, the likely consequences, and the measures taken or proposed to contain and mitigate the Personal Data Breach. Notification will not be construed as an admission of fault or liability. Company will not notify affected Data Subjects or identify Client in a public statement concerning a Personal Data Breach without Client's prior written consent, except where required by law, a regulator, or a binding legal process, or where reasonably necessary to protect Company's systems, personnel, or other customers. Company agrees that Client, or where Client is acting as a Processor on behalf of a controller, that controller, has the sole right to determine: (a) whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or, as applicable, in Client's or the third-party controller's discretion, including the contents and delivery method of the notice; and (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

   c. **Remedy and Assistance.** Immediately following any Personal Data Breach of the Client Personal Data in Company's control or possession, the parties will co-ordinate with each other to investigate the matter. Company will reasonably co-operate with Client, including (i) assisting with any investigation; (ii) facilitating interviews with employees, former employees and others involved in the matter; (iii) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Laws or as otherwise reasonably required by Client; and (iv) taking reasonable and prompt steps to mitigate the effects and to minimize any damage resulting from such Personal Data Breach.

   d. **Expense.** Each party will cover all expenses associated with its performance of its obligations required under this section.

10. **CROSS-BORDER TRANSFERS OF PERSONAL DATA.** Company shall not transfer or otherwise Process Personal Data outside the country in which the Personal Data was received without obtaining prior written consent from Client including transfers to countries shown in the list of Sub-processors, as applicable; provided, however, Company will Process Personal Data in the United States of America, and Personal Data may also be Processed by Company's Affiliates in Canada and/or India. Client hereby consents to such cross-border transfers, and the parties further agree to execute any additional documents necessary to legally effect such transfers. Where Personal Data is provided to Company in the European Economic Area ("EEA") and/or the United Kingdom ("UK"), the parties agree to (i) comply with, and execute as necessary, the applicable version of the Standard Contractual Clauses and/or UK Addendum, including the completed selections and annex information made available by Company, which are hereby incorporated by reference (where Client is the entity exporting Personal Data to Company outside the EEA and/or UK), and (ii) take all other actions required by law to legitimize the transfer. In the event Client is located in a country outside of the EEA and/or UK that recognizes the Standard Contractual Clauses and/or UK Addendum as an adequate cross-border transfer mechanism, the parties may execute the

Standard Contractual Clauses and/or UK Addendum to govern Client's transfer of Personal Data to Company, in which case: (a) all references to the European Union in the Standard Contractual Clauses and/or references to the UK in the UK Addendum are hereby replaced with the country location where Client's Personal Data is transferred from; and (b) all references to the GDPR and/or the UK's Data Protection Act are hereby replaced with references to the relevant data privacy law(s) of such country. The Standard Contractual Clauses and/or the UK Addendum apply to: (i) the legal entity that has executed the Standard Contractual Clauses and/or UK Addendum as a data exporter and its authorized Affiliates and, (ii) all Affiliates of Client established within the European Economic Area, United Kingdom, Switzerland, or other country who has adopted same or similar terms as the EEA and/or UK, which have signed Orders for Company's services. For the purpose of the Standard Contractual Clauses and/or the UK Addendum the aforementioned entities shall be deemed "data exporters."

**11. DATA SUBJECT REQUESTS AND THIRD PARTY RIGHTS.**

a. **Data Subject and Supervisory Authority Requests.** Company will, at no additional cost, take such technical and organizational measures as may be appropriate, and promptly provide such information as may reasonably be required, to enable Client to comply with: (i) the rights of Data Subjects under the Data Protection Laws, including Data Subject access rights, the right to rectify and erase Personal Data, the right to object to the Processing and automated Processing of Personal Data, and the right to restrict the Processing of Personal Data, and (ii) information or assessment notices served on Client by any supervisory authority under the Data Protection Laws. Company will notify Client within five (5) business days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Laws.

b. **Compliance Notification and Cooperation.** Company will notify Client as soon as practicable if it receives any complaint, notice or communication that relates directly or indirectly to the Processing of Client Personal Data or to Client's compliance with the Data Protection Laws. Company will give Client its reasonable co-operation and assistance in responding to any such complaint, notice, communication or Data Subject request.

c. **Disclosure.** Company shall not disclose the Client Personal Data to any Data Subject or to any third party, other than at Client's or the relevant data controller's direct request or instruction, unless otherwise required by law.

**12. RECORDS AND AUDIT.**

a. **Records.** Company will keep detailed, accurate and up-to-date written records regarding any Processing of Client Personal Data. Company will ensure records are sufficient to enable Client to verify compliance with the obligations under these Terms and Conditions, and Company will provide Client with copies of such records upon thirty (30) days prior written request.

b. **General Audits.** Upon Client's written request, Company will make available relevant then-current third-party audit reports, certifications, or summaries reasonably sufficient to demonstrate compliance with these Terms and Conditions, subject to appropriate confidentiality restrictions. If such materials are not reasonably sufficient to satisfy Client's obligations under Data Protection Laws, Client may conduct an audit upon at least thirty (30) days advance written notice, no more than once in any twelve (12) month period, unless a Personal Data Breach affecting Client Personal Data or a regulator requires otherwise. Any audit must be conducted during normal business hours by Client or an independent auditor that is not a competitor of Company, be limited to systems and records relevant to Client Personal Data, avoid unreasonable interference with Company's operations, and protect other customers' information, privileged material, trade secrets, and sensitive security information. Client will bear its audit costs and reimburse Company for reasonable costs of supporting an audit, except to the extent the audit identifies a material breach by Company.

c. **Annual Assessments.** At least once a year, Company will conduct audits of its Personal Data Processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under these Terms and Conditions. Company agrees that it will promptly address any exceptions noted during its audit.

**13. LIABILITY.** Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to these Terms and Conditions, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section (or section substantively addressing limitation of liability) of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and these Terms and Conditions together.

**14. DATA PROTECTION IMPACT ASSESSMENT.** Upon Client's request, Company shall provide Client with reasonable cooperation and assistance needed to fulfil Client's obligation under Data Protection Laws to carry out a data protection impact assessment related to Client's use of the service, to the extent Client does not otherwise have access to the relevant information, and to the extent such information is available to Company. Company shall provide reasonable assistance to Client in the cooperation or prior consultation with the supervisory authority in the performance of its tasks relating this section of these Terms and Conditions , to the extent required under the Data Protection Laws.

**15. CLIENT'S PROCESSING INSTRUCTIONS.** These Terms and Conditions and the Agreement are Client's complete and final instructions at the time of signature of the Agreement to Company for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 8.1 of the Standard Contractual Clauses and/or the relevant portions of the UK Addendum, the following is deemed an instruction by the Client to Process Personal Data: (a) Processing in accordance with the Agreement and applicable

Order(s); (b) Processing initiated by users in their use of the service; and (c) Processing to comply with other reasonable instructions provided by Client (e.g., via email) where such instructions are consistent with the terms of the Agreement.

**16. GENERAL.**

a. **Notices.** Any notice permitted or required under these Terms and Conditions shall be deemed to have been given if it is in writing and (i) personally served or delivered, (ii) mailed by registered or certified mail (return receipt requested), or (iii) delivered by a national overnight courier service with confirmed receipt, to the parties at the addresses set forth in the relevant Agreement. Each party may change its notice address by giving similar notice.

b. **Severability.** In the event a court of competent jurisdiction holds any of these Terms and Conditions invalid or unenforceable, the remainder of the Terms and Conditions will continue in full force and effect. The parties shall in good faith negotiate a mutually acceptable and enforceable substitute for the unenforceable provision, which substitute shall be as consistent as possible with the original intent of the parties.

c. **No Waiver.** The failure by either party to enforce any of these Terms and Conditions shall not be deemed a waiver of such provisions or any subsequent breach thereof.

d. **Remedies not Exclusive.** No remedy made available under these Terms and Conditions is intended to be exclusive unless expressly stated otherwise herein.

e. **Entire Agreement.** These Terms and Conditions along with the Agreement(s) and any amendments thereto contain the entire understanding between the parties with respect to the subject matter hereof and may not be changed except by a separate writing signed by both parties. During the term of the Agreement(s), purchase orders, acknowledgment forms, or similar routine documents may be used. The parties agree that any provisions of such routine documents, which purport to add to or change, or which conflict with these Terms and Conditions or the Agreement(s) shall be deemed deleted and have no force or effect.

f. **Online Publication and Versioning.** The version of these Terms and Conditions identified by its effective date and incorporated into the applicable Agreement will govern the Processing under that Agreement. Company may update the version posted on its website from time to time, but no update will materially reduce the protection of Client Personal Data or alter the parties' rights or obligations under an existing Agreement unless required by Data Protection Laws or agreed by the parties in writing. Company will maintain an archive of prior versions and make the applicable version available to Client upon request.

g. **Interpretation and Construction.** The section headings in these Terms and Conditions are for reference purposes only and shall not be deemed a part of the Terms and Conditions. The wording herein is the wording chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party.

h. **Governing Law.** These Terms and Conditions will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware of the United State excluding conflicts of law principles. Exclusive jurisdiction for any lawsuit or claim in connection with these Terms and Conditions shall be in the state or federal courts of the State of Delaware.

i. **Waiver of Jury Trial.** EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM [WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE] RELATING TO THESE TERMS AND CONDITIONS. SUCH WAIVER SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS AND CONDITIONS.

j. **Conflicts.** In the event of conflict or ambiguity between any of these Terms and Conditions and the provisions of the Agreement(s), these Terms and Conditions will prevail with regard to the subject matter contained herein. In addition, in the case of conflict or ambiguity between any of the provisions of the Agreement(s) and any executed Standard Contractual Clauses and/or UK Addendum, the provisions of the executed Standard Contractual Clauses and/or UK Addendum will prevail.