ENLIL MASTER SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT

TERMS OF SERVICE

All uses of the System are governed by these Terms of Service.

1.1. **"Affiliate"** means any entity Controlled by, Controlling, or under common Control with a party to this Agreement.

1.2. **"Authorized User"** means employees, consultants, contractors, and agents of Customer who are authorized by Customer to access and use the System and Published Documentation under the rights granted to Customer pursuant to this Agreement.

1.3. **"Change Order"** meaning a document setting forth additional or different work or requirements pursuant to, and amending the terms of this Agreement (or any individual Statement of Work hereunder), and signed by both parties.

1.4. **"Confidential Information"** means all information is that is not generally known to the public and is the subject of reasonable efforts to maintain its confidentiality by the disclosing party except where such information is: (i) is made publicly available without restriction through no fault of the receiving party; (ii) is lawfully received without restriction from a third party; or (iii) was in the possession of the receiving party before the Effective Date.

1.5. **"Control"** means either the direct or indirect control of more than 50% of the shares or other equity interests of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election or appointment of the corresponding managing authority) who hold the authority to make the managerial decisions on behalf of the entity.

1.6. **"Customer Data"** means all de-identified information, data, and other content, in any form or medium, that is entered, uploaded, submitted, posted, or otherwise transmitted to the System by or on behalf of Customer, an Authorized User, or an Affiliate.

1.7. **"Deliverable"** means Enlil's standardized template-version documents, designs, and other materials authored or prepared by Enlil for Customer for the purposes of implementation, configuration, and deployment of the System pursuant to a Statement of Work.

1.8. **"Derived Data"** means any new or modified data derived by Enlil through analysis or other processing of the Customer Data, so long as such data does not reveal any information or specific traits that could reasonably lead to the identification any individual.

1.9. **"Enhancements"** means any System enhancements, additional modules, or functionality that Enlil may develop from time to time.

1.10. **"Feedback"** means suggestions, comments, ideas, know-how or any other information, in any form,

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provided by Customer to Enlil related to the System or any other Enlil product, service or technology.

1.11. **"Fees"** means the Subscription Fee specified in the Order Form.

1.12. **"Malware"** means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents, or programs.

1.13. **"Order" or "Order Form"** means the details which is executed by authorized representatives of each party, and which may set forth the System version that Customer subscribes to and the associated Subscription Fee, as the same may be updated from time to time by the parties.

1.14. **"Published Documentation"** means Enlil's online technical and/or functional user guides for Customer and the Authorized Users to operate the System, as modified by Enlil from time to time.

1.15. **"Statement of Work" or "SOW"** means a mutually executed ordering document substantially in the form set forth in Exhibit 1 attached hereto, or as otherwise agreed by the Parties.

1.16. **"Support Services"** means any services related to the System or Enlil's business which Enlil may agree to perform for Customer hereunder, including (by way of example) data migration and validation, configuration services, analytics and reporting services, training services, development and provision of custom features or functionality and user interface customizations. Support Services shall be provided pursuant to a Statement of Work mutually executed by the Parties. For clarity, requests for modifications and new features in the System are Feedback and not included in Support Services.

1.17. **"System"** means Enlil's commercially available software-as-a-service platform, which provides modules for enterprise resource planning, quality control, document management, purchasing, receiving, and manufacturing. References to the "System" refer to the specific version of the System that Customer subscribes to pursuant to an Order Form, and any future updates, features, and functionality that Enlil may make available to Customer from time to time but does not include Enhancements, which Enlil may elect to make available to Customer under separate terms and conditions.

1.18. **"Territory"** means the specific jurisdiction(s) specified in the Order Form in which the System and Published Documentation may be accessed and used by the Customer pursuant to the terms of this Agreement.

Article 2: Subscription & System Use

2.1. General Rights. Subject to the terms and conditions of these Terms of Service, Enlil will permit the individuals designated to access the System by the Customer ("Authorized Users") to access and use the System for the Term for purposes of supporting Customer's internal business operations and to enter, modify, view, display, download, transmit, reproduce, and otherwise process Customer Data and the results thereof, and to perform other functions provided by Enlil through the System for purposes of supporting Customer's internal business operations and not for the benefit of any third-party on a service-bureau or other basis. Enlil will host and retain physical control over the System and make the System available through the Customer's network connections for access, use and operation by Customer through a web-browser. Customer is solely responsible for purchasing and configuring all hardware, software, and services that may be necessary or desirable for Customer's use of the System. Other than as specifically set forth above and unless otherwise agreed to by Enlil in writing, no provision under this Agreement shall obligate Enlil to deliver or otherwise

make available any copies of computer programs or code from the System to Customer, whether in object code or source code form.

2.2. Authorized Users. Enlil will provide unique access credentials for the number of Authorized Users specified in the Order Form such as a login ID and password. Each Authorized User's credentials, once assigned, may not be shared with, or used by any other person or persons. Customer may add, designate, replace, or substitute Authorized Users at any time through the System, at the sole discretion of Enlil. Customer is responsible for maintaining the confidentiality and integrity of Authorized Users' access credentials. Customer is responsible for the activities of all Authorized Users and any persons accessing and using the System using any Authorized User's credentials.

2.3. Use by Affiliates and Other Third-Parties. Subject to the usage limitations described in this Article: (i) Customer's Affiliates (and their employees) may access and use the System to the same extent as Customer or place orders for the System or Support Services pursuant to the terms of this Agreement; and (ii) subject to prior notice by Customer and written consent by Enlil, Customer and its Affiliates may allow third-parties to access and use the System solely for Customer's or its Affiliates' internal business purposes, provided that any such third-party may not be a competitor of Enlil. The obligations and limitations as to Customer that are set forth in this Agreement are also applicable to its Affiliates (and their employees) and any third-parties that are provided access to the System and Documentation. Customer is responsible for ensuring that its Authorized Users, its Affiliates (and their employees), and any third-parties are aware of and comply with the terms of this Agreement. Any breach of this Agreement by such entities or individuals shall be deemed to be a breach by Customer, and Customer is liable for such breaches. Affiliates that enter into an SOW directly with Enlil pursuant to the terms of this Agreement are directly responsible for compliance with the terms of this Agreement to the same extent as Customer.

2.4. Restrictions. Access to the System is limited to the currently available version of the System provided to the Customer as may be updated or modified from time to time at Enlil's sole discretion. Customer acknowledges that use of the System is provided for Customer's benefit only and agrees not to use the System for the benefit of any third party (including through conducting analysis for a third party). Customer may not, directly or indirectly, and will not permit any party, to: (i) copy, distribute, rent, lease, lend, sublicense or transfer the System or any portion thereof or make the System available to any third party or use the System on a service bureau or time sharing basis; (ii) decompile, reverse engineer, or disassemble the System or any portion thereof including any underlying technology or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the System; (iii) access or use data or services provided through the System except through a standard Web browser and the user interface as provided by Enlil, and as described in any Published Documentation; (iv) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the System or during the use and operation thereof; (v) publicly disseminate performance information or analysis (including benchmarks) relating to the System; (vi) utilize any software or technology designed to circumvent any license keys or copy protection used in connection with the System; (vii) scrape, export, store, or otherwise retain any source code, underlying ideas, algorithms, file formats or programming interfaces of the System; (viii) access the System in any manner that is likely to damage, disable, overburden, or impair Enlil's provision of the System, or interfere in any way with the use or enjoyment of the System by others; (ix) introduce any Malware or other malicious activity onto the System; (x) use the System or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, or (xi) use the System to develop a competitive product offering. Customer agrees to use the System in compliance with all applicable laws, rules, and

regulations.

2.5. System Maintenance and Security. Enlil may temporarily suspend Customer's general, and any Authorized User's specific access without prior notice to maintain the security or integrity of the System. Enlil may conduct audits, perform maintenance, or maintain or improve security of the System and data contained on it. Customer acknowledges and agrees that the System may be unavailable (in whole or in part) from time to time due to: (a) equipment, software or service malfunctions; (b) planned and unplanned maintenance, update or upgrade procedures or repairs; or (c) causes beyond the reasonable control of Enlil, including, without limitation, interruption or failure of telecommunication or digital transmission links, malicious attacks, the unavailability, operation, or inaccessibility of websites or interfaces, network congestion or other failures, and that Enlil shall not be liable for any unavailability caused by any of the foregoing; provided that Enlil will use commercially reasonable efforts to provide Customer advance notice of down times for planned maintenance upgrades which may require extended outages.

2.6. Usage Limitations of the System and Documentation. The System and Documentation shall be subject to usage limits as set forth in an applicable Order Form. Customer agrees to submit to reasonable audit of its compliance with any usage limits upon reasonable written notice by Enlil not more than once per calendar year.

Article 3: Responsibilities of the Parties

3.1. General. Provided that Customer has paid the applicable fees set forth herein, Enlil will provide the System and, if any, Support Services set forth in this Agreement.

3.2. Service Levels and Support. The System and, if any, Services set forth in this Agreement are provided subject to Enlil's policies, procedures, and practices regarding system performance, testing and monitoring, technical support, data back-up, disaster recovery, upgrades, and Customer audits, which shall be made available to Customer upon Customer's reasonable request. Enlil reserves the right to change such policies, procedures, and practices in its sole discretion.

3.3. Support Services. Enlil may offer certain professional services, including but not limited to services related to implementation, configuration, and deployment of the System, change management and business practice optimization, and education and training, as set forth in an applicable SOW(s).

3.4. Completion of Support Services. Any Support Services agreed to by the parties shall be deemed completed when performed or as otherwise specified by completion criteria set forth in the applicable SOW(s). In the event Customer is required pursuant to a SOW to participate in verifying the completion criteria but does not timely participate, Enlil may verify the completion criteria alone based on reasonable criteria.

3.5. Customer Responsibilities. Customer is solely responsible for and assumes all liability relating to (i) decisions about Customer's network connections needed to access the System; (iii) all purchases of any necessary hardware, software, services, or licenses required by Customer to access and use the System as contemplated herein, and ensuring all permissions, clearances, consents and other authorizations have been obtained relative to content of the Customer Data. Customer represents, warrants, and covenants that it will use the System in compliance with all applicable laws and regulations within the Territory. If Enlil reasonably believes that any Support Services or other action(s) requested by Customer would not conform with its legal obligations, Enlil may require prior to proceeding, that Customer provide a written certification of compliance

from its senior regulatory affairs officer in form and substance reasonably satisfactory to Enlil.

3.6. No Personally Identifiable Data. Customer represents and warrants that it will not include in the Customer Data, upload, or otherwise provide personally identifiable information (or "personal information" or "personal data" as may be defined under applicable data protection laws) to the System for processing. For example, customer agrees that any information pertaining or relating to patients in studies or trials will be either fully de-identified or encrypted and pseudonymized, to protect the underlying information from re-identification. Customer agrees to provide notice to Enlil if it inadvertently transmits personal data as soon as it becomes reasonably aware of any such disclosure. In return, Enlil may immediately delete any such inadvertently transmitted personal data without any liability or notice to Customer, and Customer agrees to pay any costs or fees associated with the deletion of such personal data promptly upon receipt of invoice from Enlil. Customer further agrees to notify Enlil if it becomes aware of any privacy or data protection statutes, rules or regulations which Customer reasonably determines are or become applicable to its business and which could reasonably be imposed on Enlil as a result of its performance of the Support Services or Customer's use of the System, and any actual or potential violations thereof. If specific obligations are imposed under applicable privacy laws on either or both parties, the parties shall negotiate a mutually agreed Change Order in good faith to proceed to perform under this Agreement under the revised circumstances, including by executing a Data Processing Addendum substantially in the form set forth in Annex I, hereto. If the parties are not able to agree on the terms of a Change Order that affects either party's ability to perform under an SOW or this Agreement in compliance with all applicable laws, either or both parties may terminate the affected SOW or this Agreement, as applicable, with thirty (30) days written notice, subject to the Termination provisions hereof.

Article 4: Intellectual Property Ownership

4.1. Enlil Ownership. As between the parties, Enlil owns all right, title and interest (including all intellectual property rights) in and to: (i) the System and Published Documentation (including all derivative works thereof), all modifications and/or enhancements to the System (regardless of the source of inspiration for any such enhancement or modification and regardless of whether Customer has provided input regarding such modifications and/or enhancements), and all inventions or discoveries embodied within the System, (ii) all proprietary education or training content, (iii) all materials related to Support Services processes and methodologies, and (iv) all Deliverables, provided that no Customer Confidential Information (including any Customer proprietary data) is shared or revealed by or included within the portion of any Deliverable later used by Enlil. Customer acknowledges that as between Enlil and Customer, Enlil may access and use, and shall own all right, title, and interest in and to (i) any transactional and performance data related to use of the System, which may include aggregated and anonymized data based upon Customer Data, or (ii) Derived Data. For avoidance of doubt, Enlil may use Derived Data for all general purposes related to the System, including but not limited to (i) compiling statistical and performance information related to the provision and operation of the System and (ii) developing, enhancing, supporting, and commercializing the System. Enlil reserves to itself all rights that are not expressly granted pursuant to this Agreement.

4.2. Customer Ownership. Enlil acknowledges that, as between Enlil and Customer, Customer owns all right, title, and interest, including all intellectual property rights, or is authorized to grant the licenses to Enlil conveyed herein, in and to Customer Data. During the Term, Customer hereby grants to Enlil a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the **Customer Data and perform all acts with respect to the Customer Data as may be necessary for** Enlil to provide the System to Customer or in usage of the System.

4.3. Enlil Acts as Customer's Service Provider. Customer acknowledges and agrees that Enlil will not, and is not authorized to, monitor or edit Customer Data, and that Customer is solely responsible for the Customer Data, including without limitation, its format, integrity, accuracy, completeness, maintenance, and its compliance with all applicable laws, rules, and regulations. Customer is solely responsible for ensuring that the Customer Data entered into the System is accurate and reflects Customer's requirements. Enlil is Customer's service provider and will only process Customer Data as necessary to make the System available pursuant and perform Support Services as set forth in this Agreement. Enlil may engage third party service providers as necessary to assist it in providing the Support Services pursuant to confidentiality and security agreements that are not materially less protective of the Customer Data than the terms of this Agreement. To the extent Enlil must independently process Customer Data to comply with law or legal process not initiated by Customer, Enlil shall provide prior written notice as soon as reasonably practicable and cooperate with Customer in Customer's efforts to obtain a protective order. Enlil will not otherwise process Customer Data except as Customer requests or authorizes.

4.4. Feedback. During the Term, Customer shall provide Feedback to Enlil in a reasonable timeframe. Enlil retains all rights in Feedback provided by Customer. Such Feedback, and any fixes or enhancements based on Feedback, are Enlil's Confidential Information and subject to Article 7. Customer hereby irrevocably transfers and assigns to Enlil all of Customer's right, title, and interest in and to all Feedback including all intellectual property rights therein. Enlil and its successors and assigns shall be free to use, disclose, reproduce, license, or otherwise distribute and exploit the Feedback provided to it, including incorporating such Feedback into the System and associated services as it sees fit entirely without obligation, restriction, or accounting to Customer of any kind on account of intellectual property rights or otherwise.

Article 5: Support Services

5.1. Statements of Work. The parties may agree from time to time that Enlil shall perform Support Services for Customer pursuant to a Statement of Work to enhance use of the System. Each Statement of Work shall identify the following: (a) the proposed work to be performed and nature of the Support Services; (b) the deliverables, if any, to be provided by Enlil to Customer in connection with the Support Services and the acceptance criteria and process therefor; (c) a time schedule for estimated performance of Support Services by Enlil; and (d) labor rates and/or amount of payment for Support Services, including any expenses which are to be reimbursed. Except to the extent otherwise provided for in a Statement of Work, any deliverables under a Statement of Work that are System features or functionality shall, upon Customer's payment therefor under such Statement of Work, constitute part of the System made available to Customer hereunder.

5.2. Support Services. The fees for Support Services shall be specified in a Statement of Work. Support Services are charged at the prevailing hourly rate unless otherwise stated in a Statement of Work. Invoices will include the number of hours provided to Customer and all reasonable and pre-approved out-of-pocket expenses incurred by Enlil. These Terms of Service will govern the provision of Support Services. Customer will designate a point of contact, cooperate, and supply material support needed to complete Support Services. Any delays in Enlil's performance resulting from Customer's delay or inaction are the sole responsibility and liability of Customer. At Enlil's sole discretion, Enlil may provide support for routine questions on System functionality for Authorized Users free of charge during the Initial Term.

5.3. Initial Implementation. At the request of the Customer, Enlil will import Customer-supplied documents into the System as part of the initial implementation in a Statement of Work (the "Initial Implementation"). For clarity, if after the Initial Implementation, Enlil is asked to import, add, or modify the documents, such changes are subject to Support Services fees. Other transactions which are subject to the Support Services fees

include the addition of documents that may be related to historical documents but were not supplied to Enlil initially.

Article 6: Fees and Payment

6.1. Statements of Work. The System and Published Documentation licensed by Customer and any requested Support Services shall be specified in a Statement of Work.

6.2. Subscription and Implementation Fees. The System License Fees are specified in the Order Form. All Subscription Fees must be paid in advance of Enlil granting Customer access to or use of the System.

6.3. Change Orders. Prior to any material deviation from the work or fees set forth in a SOW, each party must mutually agree on and execute a Change Order.

6.4. Payment Terms. Customer agrees to pay Enlil the Fees as follows: (i) License Fees must be paid up-front fees. Support Services fees are billed and payable monthly unless otherwise stated in a Statement of Work. All Fees are due and payable within 30 days of receipt of invoice, after which Fees will be considered past due.

6.5. Late Payments. Fees past due will incur interest at the lesser of 1.5% per month (19.56% per annum) or the highest rate permitted by applicable law until such amount is paid. Enlil shall have the right, at its sole option, to suspend Customer's access to the System and/or suspend all work related to the Services until payment is made. Enlil will provide fifteen (15) days' written notice to Customer prior to suspension of access to the System. In extenuating circumstances, Enlil may, in its sole discretion, waive or reduce interest owed on late payments on a case-by-case basis; however, such waiver or reduction will not affect any future rights of enforcement for late payment.

6.6. Taxes. Fees do not include sales, use, excise, personal property, or similar taxes or levies. All such taxes or levies, however designated, paid by Enlil (other than taxes based on net income of Enlil) attributable to this Agreement must be paid by Customer upon invoice to Customer. If Customer is required by any applicable law to deduct or withhold amounts otherwise payable to Enlil hereunder, Customer will pay the required amount to the relevant governmental or regulatory authority and pay to Enlil, in addition to the payment to which Enlil is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Enlil, free and clear of all taxes, equals the full amount Enlil would have received had no such deduction or withholding been required. Upon request, Customer shall furnish to Enlil evidence of payment of any taxes payable by Customer.

Article 7: Fees and Payment

7.1. Confidentiality. From time to time during the Term, either party may disclose or make Confidential Information available to the other party. As to Enlil, the term "Confidential Information" also includes, but is not limited to all versions of the System and Published Documentation; the distinctive methods or procedures which Enlil uses in the design, development, licensing, support, or maintenance of the System; the features and functions of the System that are not available to the general public via the public internet (including screen shots of the same); future product plans; any System documentation or specifications provided to Customer; the commercial terms (including pricing) of this Agreement and any SOW (but not the mere existence of this Agreement); audit, performance and security test results (whether conducted by Enlil or

Customer); and any other proprietary, financial or business information supplied to Customer by Enlil. As used in this section, references to the parties include such party's employees, officers, directors, agents, auditors, subcontractors, or Affiliates.

7.2. Non-Disclosure. Each party agrees: (i) that it will use (and will ensure that its employees, Affiliates, agents, contractors and other allowed third-parties use reasonable efforts (which shall be no less than the efforts used to protect its own Confidential Information of a similar nature) to prevent the disclosure of the other party's Confidential Information to any person or entity (provided that a party may make the terms and pricing of this Agreement available to auditors and legal counsel who are bound by confidentiality obligations with respect thereto), unless authorized by the other party; and (ii) that it will not use Confidential Information of the other party for any purpose other than as authorized by this Agreement or by the other party. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental or regulatory body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have promptly given written notice to the other party in order to enable the other party reasonable time to seek a protective order with respect to the requested information or otherwise challenge or oppose the disclosure requirement; or (ii) in order to establish a party's rights under this Agreement, including to make required court filings. If the receiving party is compelled to disclose any of the disclosing party's Confidential Information in order to comply with the order of a court or other governmental or regulatory body, or as otherwise necessary to comply with applicable law, it will disclose only that portion thereof which it is compelled to disclose and shall reasonably cooperate with the disclosing party's efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed. Each party's obligations of non-disclosure with regard to Confidential Information are effective during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7.3. Return of Confidential Information. Within thirty (30) days after any written request made from time to time by a party hereto, the receiving party shall return to the disclosing party, or at the disclosing party's direction destroy, and certify in writing to the disclosing party that the original and all copies, in whole or in part, whether in written, electronic, or other form or media of the disclosing party's Confidential Information (other than the System or Published Documentation) have been returned to the disclosing party or destroyed.

Article 8: Term and Termination

8.1. Term. Following the Initial Term, these Terms of Service shall automatically renew for additional one (1) year renewal terms (each a "Renewal Term", and, together with the Initial Term, the "Term") unless one party provides the other party with written notice of its intent to not renew the Agreement at least sixty (60) days prior to the end of the then-current Term; provided, however, if the System is provided as Free Software pursuant to Article 9.12 during the Initial Term, then the parties will mutually agree in writing upon which version of the System will be applicable and a Subscription Fee during the Renewal Term. Except as expressly provided in the Order Form, renewal of promotional or one-time priced subscriptions will be at Enlil's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or length has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

8.2. Term of SOWs. The term of each SOW shall be set forth in such SOW. In the event the Agreement

expires or is terminated, SOWs that were effective prior to the expiration or termination of the Agreement will continue to be governed by the terms and conditions of this Agreement and the Agreement shall be deemed extended, for the purposes of such SOWs only, through expiration of the then-current Term of any such SOWs.

8.3. Termination for Material Breach. In the event party defaults in any material obligation in this Agreement, the non-defaulting party shall give written notice of such default. If the party in default has not cured the default (or, if the breach is not capable of being cured, discontinued with appropriate changes to ensure that it is not repeated) within thirty (30) days of receipt of the notice, the non-defaulting party may terminate this Agreement by delivering notice thereof to the defaulting party.

8.4. Termination for Insolvency. In the event that either party (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business, the other party may terminate this Agreement immediately upon written notice.

8.5. Effect of Expiration or Termination. (i) Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue all use of the System and Published Documentation. Termination of this Agreement shall automatically terminate all SOWs provided, and licenses granted, by Enlil hereunder. (ii) Within thirty (30) days after the expiration or termination of this Agreement, each party shall return to the other, or at such party's direction destroy, and upon request, certify to such party in writing that the original and all copies, in whole or in part, whether in written, electronic, or other form or media of the other party's Confidential Information have been returned or destroyed. (iii) To the extent that the System or Services have been delivered to Customer, the due dates of all payments owed by Customer to Enlil per this Agreement shall be automatically accelerated so they become due and payable via immediate wire transfer on the effective date of expiration or termination. Further, provided all Fees are fully paid up and Customer is not otherwise in breach of this Agreement, Customer will have the option to request a free bulk download of Customer Data in the System from Enlil within sixty (60) days of the effective date of termination.

Article 9: Representation, Warranties, Limitation of Liability and Indemnification

9.1. Customer. Customer represents and warrants that: (a) Customer has all rights, title, and interest in and to the Customer Data necessary to its use in connection with the System or Support Services; (b) Customer shall not use the System or Support Services in a manner or in connection with any activity that would violate any applicable law, rule or regulation, including those relating to discrimination, privacy, or data protection; and (c) the Customer Data (including the storage, reproduction, transfer, and use thereof as contemplated under these Terms of Service) does not and will not: (i) violate any state, federal, or local law, rule or regulation; or (ii) Customer will not knowingly infringe upon the intellectual property or privacy rights of any third parties.

9.2. DISCLAIMER OF WARRANTY. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT OR TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, ENLIL MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ENLIL SYSTEM AND ANY SUPPORT SERVICES PROVIDED UNDER THIS AGREEMENT. THE SYSTEM AND SUPPORT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY

OF ANY KIND. ENLIL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ENLIL DISCLAIMS ALL WARRANTIES THAT THE SYSTEM OR SUPPORT SERVICES WILL MEET ALL OF CUSTOMER'S NEEDS AND EXPECTATIONS, BE ERROR-FREE, OR BE UNINTERRUPTED. ENLIL DOES NOT WARRANT THE RESULTS OF USE OF THE SYSTEM OR SUPPORT SERVICES AND STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

9.3. Data Disclaimer. Notwithstanding anything to the contrary in these Terms of Service, Enlil has no duty or liability in connection with, and disclaims all liability for: (a) the accuracy of third-party information obtained by Enlil; (b) the accuracy, veracity, or completeness of Customer Data; or (c) changes made to Customer Data by parties approved by Customer (including changes made by Customer's agents, attorneys, or principals). Customer acknowledges that there is potential for unauthorized access or use of Customer Data where Customer does not immediately discontinue access for an Authorized User. Customer will be responsible for making the appropriate changes when an Authorized Users' access to the System should be limited or blocked.

9.4. LIMITATION OF LIABILITY. TO THE FULL EXTENT ALLOWABLE BY APPLICABLE LAW AND EXCEPT FOR A BREACH OF CONFIDENTIALITY OR A DATA BREACH, NEITHER ENLIL NOR ANY OTHER THIRD PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SYSTEM WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR FROM THE USE OF OR INABILITY TO USE THE SYSTEM OR THE SUPPORT SERVICES OR ACCESS CUSTOMER DATA, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ENLIL OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. EXCEPT FOR A BREACH OF CONFIDENTIALITY OR A DATA BREACH, ENLIL'S SOLE AND AGGREGATE LIABILITY UNDER THESE TERMS OF SERVICE SHALL IN NO EVENT EXCEED THE GREATER OF: (A) FEES PAID BY CUSTOMER DURING THE PRECEDING TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY; AND (B) FIVE HUNDRED DOLLARS ($500).

9.5. Limited Customer Warranty and Indemnity. Customer agrees to indemnify, defend, and hold harmless Enlil and its employees, officers, directors and agents from all claims, liabilities, or damages, including reasonable attorneys' fees, arising from a third party claim arising from or related to: (i) Customer's or Authorized Users' use of the System, Published Documentation or Support Services in violation of this Agreement; (ii) Enlil's processing of Customer Data pursuant to the terms of the Agreement; or (iii) Customer's breach of the Agreement. Enlil will have the right to participate in the defense of any such claim at its own expense.

Article 10: General Provisions

10.1. Assignment. Customer may not assign the Agreement or any of its rights granted by the Agreement without the prior written consent of Enlil, which will not be unreasonably withheld. If permitted, the assignee will assume all rights and liability incurred by the Customer. Any assignment or delegation without such consent is null and void.

10.2. Governing Law. These Terms of Service shall be governed and construed by the laws of the State of

California without regard to its rules regarding conflicts of laws.

10.3. Notices. Any notices must be provided in writing, delivered by a reputable courier service or certified U.S. mail, postage prepaid, return receipt requested, addressed to the party to be notified to the attention of such party's legal department or to the person designated herein or such address as later specified by the recipient in writing.

10.4. Venue. The parties agree to the exclusive jurisdiction and venue of the state and federal courts located in the State of California for all issues, claims, or causes of action based upon or arising out of these Terms of Service or the transactions contemplated in these Terms of Service.

10.5. JURY WAIVER. THE PARTIES EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THESE TERMS OF SERVICE, INCLUDING CLAIMS BASED ON CONTRACT, TORT, BREACH OF DUTY, OR ANY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THESE TERMS OF SERVICE. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL.

10.6. Force Majeure. Neither party will be in breach or default of these Terms of Service by reason of its delay or failure to meet any obligation hereunder due to any event, circumstance, or cause beyond its control such as but not limited to governmental regulation, acts of nature or terrorism, epidemics, pandemics, worker strikes, or failures of public Internet infrastructure. The affected party will be excused from performance for as long as such force majeure event prevents such party from performing its obligations under these Terms of Service.

10.7. Invalidity; Waivers. If any provision or portion of the Agreement is held invalid, illegal, void, or unenforceable by reason of any rule of law, administrative or judicial provision, or public policy, then such provision will be reformed as being enforceable to the extent permitted by law. All other provisions of these Terms of Service will nevertheless remain in full force and effect. Neither of the parties will be deemed to have waived any of its rights, powers, or remedies hereunder unless the waiving party expresses such a waiver in writing.

10.8. Use of Name and Press Release. Each party shall be permitted to use the other party's name or trade name in the other party's customer list. The parties shall issue a mutually agreeable press release following execution of these Terms of Service.

10.9. Relationship of the Parties. The parties are independent contractors with respect to each other. These Terms of Service does not constitute and shall not be construed as constituting a partnership or joint venture among the parties hereto, or an employee-employer relationship. No party shall have any right to obligate or bind any other party in any manner whatsoever.

10.10. Survival: Articles: 3, 4, 6, 7, 8, 9 and this Article 10 of this Agreement and any provisions which are intended to survive termination or expiration of this Agreement shall survive to achieve the fundamental purposes of this Agreement.

10.11. Modification. Enlil reserves the right, at its discretion, to change, modify, add, or remove portions of the Terms of Service at any time. Customer's continued use of the System after the posting of changes constitutes Customer's binding acceptance of such changes.

10.12. Interpretation and Construction. Unless the context of these Terms of Use otherwise requires, (a) the terms "include," "includes," or "including" or similar words shall be deemed to be followed by the words "without limitation" or "but not limited to" unless otherwise indicated; (ii) the terms "hereof," "herein," "hereby,"

and derivative or similar words refer to the entire Agreement; and (iii) the terms "Article" and "Section" refer to the specified Article, and Section of these Terms of Service. Whenever these Terms of Service refers to a number of days, unless otherwise specified, such number shall refer to calendar days. The headings and paragraph captions in these Terms of Service are for reference and convenience purposes only and shall not affect the meaning or interpretation of these Terms of Service.

10.13. FREE, TRIAL, EVALUATION, PRE-RELEASE AND BETA PRODUCTS AND APPLICATIONS ARE PROVIDED "AS-IS". If the version of the System (or any modules, features, functionality, or applications within the System) that Customer is accessing is made available on a trial, courtesy, free or evaluation basis or is labeled as "Pre-Release," "Limited Release," "Beta" or otherwise described as experimental, untested, or not fully functional ("Free Software"), then this section of the Terms of Service applies. To the extent that any provision in this section is in conflict with any other term or condition in these Terms of Service, this section shall supersede such other term(s) and condition(s) with respect to such Free Software, but only to the extent necessary to resolve the conflict. All Free Software is provided as is, without any warranty, indemnity, maintenance or support, express or implied, subject to any statutory rights that cannot be excluded or limited by law. Customer acknowledges that Free Software may contain bugs, errors and other problems that could cause system or other failures and data loss. Customer acknowledges that Enlil has not promised or guaranteed to Customer that Free Software will be announced or made available to anyone in the future, that Enlil has no express or implied obligation to Customer to announce or introduce Free Software, and that Enlil is not obligated to introduce a product similar to or compatible with Free Software or any updates to any Free Software. Accordingly, Customer acknowledges and agrees that any use of the Free Software is entirely at Customer's own risk.

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ANNEX I TO ENLIL MASTER SUBSCRIPTION AGREEMENT

FORM OF DATA ADDENDUM

This Data Processing Addendum (including its Exhibits) ("Addendum") forms part of and is subject to the terms and conditions of the Master Software License and Subscription Agreement (the "Agreement") by and between the Customer and Enlil, Inc. ("Service Provider").

1. **Subject Matter and Duration.**

(a) **Subject Matter.** This Addendum reflects the parties' commitment to abide by Data Protection Laws concerning the Processing of Customer Personal Data in connection with the Service Provider's execution of the Agreement. All capitalized terms that are not expressly defined in this Addendum will have the meanings given to them in the Agreement. If and to the extent language in this Addendum or any of its Exhibits conflicts with the Agreement, this Addendum shall control.

(b) **Duration and Survival.** This Addendum will become legally binding upon the effective date of the agreement or upon the date that the parties sign this Addendum if it is completed after the effective date of the Agreement. Service Provider will Process Customer Personal Data until the relationship terminates as specified in the Agreement.

2. **Definitions.**

For the purposes of this Addendum, the following terms and those defined within the body of this Addendum apply.

(a) "Customer **Personal Data"** means Personal Data Processed by Service Provider on behalf of Customer.

(b) **"Data Protection Laws"** means the applicable data privacy, data protection, and cybersecurity laws, rules, and regulations to which the Customer Personal Data are subject. "Data Protection Laws" may include, but are not limited to, the California Consumer Privacy Act of 2018 ("CCPA"); the EU General Data Protection Regulation 2016/679 ("GDPR") and its respective national implementing legislations; the Swiss Federal Act on Data Protection; the United Kingdom General Data Protection Regulation; and the United Kingdom Data Protection Act 2018 (in each case, as amended, adopted, or superseded from time to time).

(c) **"Personal Data"** has the meaning assigned to the term "personal data" or "personal information" under applicable Data Protection Laws.

(d) **"Process" or "Processing"** means any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether by automated means, such as 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.

(e) **"Security Incident(s)"** means the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data attributable to Service Provider.

(f) **"Services"** means the services that Service Provider performs under the Agreement.

(g) **"Subprocessor(s)"** means Service Provider's authorized vendors and third-party service providers that Process Customer Personal Data.

3. **Processing Terms for Customer Personal Data.**

(a) **Documented Instructions.** Service Provider shall Process Customer Personal Data to provide the Services in accordance with the Agreement, this Addendum, any applicable Statement of Work, and any instructions agreed upon by the parties. Service Provider will, unless legally prohibited from doing so, inform Customer in writing if it reasonably believes that there is a conflict between Customer's instructions and applicable law, or otherwise seeks to Process Customer Personal Data in a manner that is inconsistent with Customer's instructions.

(b) **Authorization to Use Subprocessors.** To the extent necessary to fulfill Service Provider's contractual obligations under the Agreement, Customer hereby authorizes Service Provider to engage Subprocessors.

(c) **Service Provider and Subprocessor Compliance.** Service Provider shall (i) enter into a written agreement with Subprocessors regarding such Subprocessors' Processing of Customer Personal Data that imposes on such Subprocessors data protection requirements for Customer Personal Data that are consistent with this Addendum; and (ii) remain responsible to Customer for Service Provider's Subprocessors' failure to perform their obligations with respect to the Processing of Customer Personal Data.

(d) **Confidentiality.** Any person authorized to Process Customer Personal Data must contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality.

(e) **Personal Data Inquiries and Requests.** Where required by Data Protection Laws, Service Provider agrees to provide reasonable assistance and comply with reasonable instructions from Customer related to any requests from individuals exercising their rights in Customer Personal Data granted to them under Data Protection Laws.

(f) **Prohibited Uses of Personal Data.** Service Provider shall not (i) sell or share Customer Personal Data as the terms "sell" or "share" are defined by the CCPA or other Data Protection Laws, or (ii) retain, use, combine, or disclose Customer Personal Data for any purpose other than as described in this Addendum or permitted under Data Protection Laws.

(g) **Data Protection Impact Assessment and Prior Consultation.** Where required by Data Protection Laws, Service Provider agrees to provide reasonable assistance at Customer's expense to Customer where, in Customer's judgment, the type of Processing performed by Service Provider requires a data protection impact assessment and/or prior consultation with the relevant data protection authorities.

(h) **Demonstrable Compliance.** Upon Customer's reasonable request Service Provider agrees to provide information reasonably necessary to demonstrate compliance with this Addendum and permit Customer to take reasonable steps to stop and remediate unauthorized use of Customer Personal Data.

4. **Information Security Program.**

Service Provider shall use commercially reasonable efforts to implement and maintain reasonable

administrative, technical, and physical safeguards designed to protect Customer Personal Data.

5. **Security Incidents.**
Upon becoming aware of a Security Incident, Service Provider agrees to provide written notice without undue delay and within the time frame required under Data Protection Laws to Customer's Designated POC. Where possible, such notice will include all available details required under Data Protection Laws for the Customer to comply with its own notification obligations to regulatory authorities or individuals affected by the Security Incident.

6. **Cross-Border Transfers of Customer Personal Data.**

(a) **Cross-Border Transfers of Customer Personal Data.** Customer authorizes Service Provider and its Subprocessors to transfer Customer Personal Data across international borders, including from the European Economic Area, Switzerland, and/or the United Kingdom to the United States.

(b) **EEA, Swiss, and UK Standard Contractual Clauses.** If Customer Personal Data originating in the European Economic Area, Switzerland, and/or the United Kingdom is transferred by Customer to Service Provider in a country that has not been found to provide an adequate level of protection under applicable Data Protection Laws, the parties agree that the transfer shall be governed by Module Two's obligations in the Annex to the Commission 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 ("Standard Contractual Clauses") as supplemented by Exhibit A attached hereto, the terms of which are incorporated herein by reference. Each party's signature to this Addendum shall be considered a signature to the Standard Contractual Clauses to the extent that the Standard Contractual Clauses apply hereunder.

7. **Audits.**
Where Data Protection Laws afford Customer an audit right, Customer (or its appointed representative) may carry out an audit of Service Provider's policies, procedures, and records relevant to the Processing of Customer Personal Data. Any audit must be: (i) conducted during the Service Provider's regular business hours; (ii) with reasonable advance notice to the Service Provider; (iii) carried out in a manner that prevents unnecessary disruption to the Service Provider's operations; and (iv) subject to reasonable confidentiality procedures. In addition, any audit shall be limited to once per year, unless an audit is carried out at the direction of a government authority having proper jurisdiction.

8. **Deletion of Customer Personal Data.**
At the expiry or termination of the Agreement, Service Provider will delete all Customer Personal Data, except where Service Provider is required to retain copies under applicable laws, in which case Service Provider will isolate and protect that Customer Personal Data from any further Processing except to the extent required by applicable laws.

9. **Customer's Obligations.**
Customer represents and warrants that: (i) it has complied and will comply with Data Protection Laws; (ii) it has provided data subjects whose Customer Personal Data will be Processed in connection with the Agreement with a privacy notice or similar document that clearly and accurately describes Customer's practices with respect to the Processing of Customer Personal Data; (iii) it has obtained and will obtain and continue to have, during the term, all necessary rights, lawful bases, authorizations, consents, and licenses for the Processing of Customer Personal Data as contemplated by the Agreement; and (iv) Service Provider's Processing of Customer Personal Data in

accordance with the Agreement will not violate Data Protection Laws or cause a breach of any agreement or obligations between Customer and any third party.

10. **Processing Details.**

(a) Subject Matter. The subject matter of the Processing is the Services pursuant to the Agreement.

(b) Duration. The Processing will continue until the expiration or termination of the Agreement.

(c) Categories of Data Subjects. Data subjects whose Customer Personal Data will be Processed pursuant to the Agreement.

(d) Nature and Purpose of the Processing. The purpose of the Processing of Customer Personal Data by Service Provider is the performance of the Services.

(e) Types of Customer Personal Data. Customer Personal Data that is Processed pursuant to the Agreement.

11. **Contact Information.**

(a) Customer and Service Provider agree to designate a point of contact for urgent privacy and security issues (a "Designated POC"). The Designated POC for both parties are set forth in the Order Form contained in the Agreement.

«Deals.Company Name»	**«Organization.Organization Name»**
By:	**By:**
Printed Name: «Contact Name»	**Printed Name:** «Enlil Account Owner»
Title: «Contacts.Title»	**Title:** «Users.Title
Date: Today's Date	**Date:** Today's Date

EXHIBIT A TO THE DATA PROCESSING ADDENDUM

This Exhibit A forms part of the Addendum and supplements the Standard Contractual Clauses. Capitalized terms not defined in this Exhibit A have the meaning set forth in the Addendum.

The parties agree that the following terms shall supplement the Standard Contractual Clauses:

1. **Supplemental Terms.**
The parties agree that: (i) a new Clause 1(e) is added the Standard Contractual Clauses which shall read: "To the extent applicable hereunder, these Clauses also apply mutatis mutandis to the Parties' processing of personal data that is subject to the Swiss Federal Act on Data Protection. Where applicable, references to EU Member State law or EU supervisory authorities shall be modified to include the appropriate reference under Swiss law as it relates to transfers of personal data that are subject to the Swiss Federal Act on Data Protection."; (ii) a new Clause 1(f) is added to the Standard Contractual Clauses which shall read: "To the extent applicable hereunder, these Clauses, as supplemented by Annex III, also apply mutatis mutandis to the Parties' processing of personal data that is subject to UK Data Protection Laws (as defined in Annex III)."; (iii) the optional text in Clause 7 is deleted; (iv) Option 1 in Clause 9 is struck and Option 2 is kept, and data importer must submit the request for specific authorization in accordance with Section 3(d) of the Addendum; (v) the optional text in Clause 11 is deleted; and (vi) in Clauses 17 and 18, the governing law and the competent courts are those of Ireland (for EEA transfers), Switzerland (for Swiss transfers), or England and Wales (for UK transfers).

2. **Annex I.** Annex I to the Standard Contractual Clauses shall read as follows:

A. **List of Parties:**

Data Exporter: Customer
Address: As set forth in the Notices section of the Agreement.
Contact person's name, position, and contact details: Customer's Designated POC.
Activities relevant to the data transferred under these Clauses: The Services.
Role: Controller.

Data Importer: Service Provider
Address: As set forth in the Notices section of the Agreement.
Contact person's name, position, and contact details: Service Provider's Designated POC.
Activities relevant to the data transferred under these Clauses: The Services.
Role: Processor.

B. **Description of the Transfer:**

Categories of data subjects whose personal data is transferred: The categories of data subjects whose personal data is transferred under the Clauses, including, but not limited to Customer's customers

Categories of personal data transferred: The categories of personal data transferred under the Clauses, including, but not limited to,

- Identifiers, such as: phone number, first name, last name, physical address, email address, zip/postal code, device ID, order ID, transaction ID, items purchased, credentials.

- Transaction information, such as: transaction amount, payment method, last 4 digits of a payment card number.

- Internet or Network Activity, such as: login behavior, behavior transaction analyses, IP address.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: N/A.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Continuous basis per transactions reviewed, as per the Agreement.

Nature of the processing: To provide the Services as described in the Agreement.

Purpose(s) of the data transfer and further processing: To provide the Services as described in the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: Data importer will retain personal data in accordance with the Addendum.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Service Provider will provide its list of Subprocessors upon Customer's written request.

C. **Competent Supervisory Authority:**

The supervisory authority mandated by Clause 13. If no supervisory authority is mandated by Clause 13, then the Irish Data Protection Commission (DPC), and if this is not possible, then as otherwise agreed by the parties consistent with the conditions set forth in Clause 13.

D. **Additional Data Transfer Impact Assessment Questions:**

Will data importer process any personal data under the Clauses about a non-United States person that is "foreign intelligence information" as defined by 50 U.S.C. § 1801(e)?

No. Not to the Service Provider's knowledge.

Is data importer subject to any laws in a country outside of the European Economic Area, Switzerland, and/or the United Kingdom where personal data is stored or accessed from that would interfere with data importer fulfilling its obligations under the Clauses? For example, FISA Section 702. If yes, please list these laws:

No. The European Commission ("EC") has issued an adequacy decision regarding the EU-U.S. Data Privacy Framework ("DPF"). Under the DPF personal information may be transferred to U.S.-certified companies under the DPF. While Service Provider is not certified under the DPF, the United States has indicated that its commitments under the DPF apply to all transfers of personal information made from the EU, regardless of the

transfer mechanism. Therefore, any transfers made from the EU to the US pursuant to these Clauses shall be deemed to be made to a jurisdiction that will not interfere with the Service Provider's fulfillment of its obligations under these Clauses.

Has data importer ever received a request from public authorities for information pursuant to the laws contemplated by the question above? If yes, please explain:

No.

Has data importer ever received a request from public authorities for personal data of individuals located in European Economic Area, Switzerland, and/or the United Kingdom? If yes, please explain:

No.

E. **Data Transfer Impact Assessment Outcome:**
Taking into account the information and obligations set forth in the Addendum and, as may be the case for a party, such party's independent research, to the parties' knowledge, the personal data originating in the European Economic Area, Switzerland, and/or the United Kingdom that is transferred pursuant to the Clauses to a country that has not been found to provide an adequate level of protection under applicable data protection laws is afforded a level of protection that is essentially equivalent to that guaranteed by applicable data protection laws.

F. **Clarifying Terms:**
The parties agree that: (i) the certification of deletion required by Clause 8.5 and Clause 16(d) of the Clauses will be provided upon data exporter's written request; (ii) the measures data importer is required to take under Clause 8.6(c) of the Clauses will only cover data importer's impacted systems; (iii) the audit described in Clause 8.9 of the Clauses shall be carried out in accordance with Section 7 of the Addendum; (iv) where permitted by applicable data protection laws, data importer may engage existing Subprocessors using European Commission Decision C(2010)593 Standard Contractual Clauses for Controllers to Processors and such use of Subprocessors shall be deemed to comply with Clause 9 of the Clauses; (v) the termination right contemplated by Clause 14(f) and Clause 16(c) of the Clauses will be limited to the termination of the Clauses; (vi) unless otherwise stated by data importer, data exporter will be responsible for communicating with data subjects pursuant to Clause 15.1(a) of the Clauses; (vii) the information required under Clause 15.1(c) of the Clauses will be provided upon data exporter's written request; and (viii) notwithstanding anything to the contrary, data exporter will reimburse data importer for all costs and expenses incurred by data importer in connection with the performance of data importer's obligations under Clause 15.1(b) and Clause 15.2 of the Clauses without regard for any limitation of liability set forth in the Agreement.

3. **Annex II.** Annex II of the Standard Contractual Clauses shall read as follows:

Data importer shall use commercially reasonable efforts to implement and maintain appropriate technical and organizational measures designed to protect personal data in accordance with the Addendum.

Pursuant to Clause 10(b), data importer will provide data exporter assistance with data subject requests in accordance with the Addendum.

4. **Annex III.** A new Annex III shall be added to the Standard Contractual Clauses and shall read as follows:

The UK Information Commissioner's Office International Data Transfer Addendum to the EU Commission Standard Contractual Clauses ("UK Addendum") is incorporated herein by reference.

Table 1: The start date in Table 1 is the effective date of the Addendum. All other information required by Table 1 is set forth in Annex I, Section A of the Clauses.

Table 2: The UK Addendum forms part of the version of the Approved EU SCCs which this UK Addendum is appended to including the Appendix Information, effective as of the effective date of the Addendum.

Table 3: The information required by Table 3 is set forth in Annex I and II to the Clauses.

Table 4: The parties agree that Importer may end the UK Addendum as set out in Section 19.