



# Convercent Supplemental Terms

Last Updated: August 1, 2023

These Convercent Supplemental Terms ("**Supplemental Terms**"), effective as of the date of execution of the Order Form by and between the Customer identified on the Order Form ("**Customer**" or "**you**") and the OneTrust entity identified on the Order Form ("**OneTrust**"), are legally binding terms governing Customer's use of the Convercent Services (defined below) set forth in an Order Form.

These Supplemental Terms amend the Agreement and form an integral part of Agreement. If you enter into these Supplemental Terms on behalf of a company or other legal entity including any Affiliates, you represent that you have the authority to bind such entity and Affiliates. If you do not have such authority, you, the Customer, and its Affiliates have no right to use the Convercent Services.

## 1. Definitions.

Capitalized terms used but not defined in these Supplemental Terms have the meanings given to them in the Agreement.

The following definitions supplement and/or replace the definitions and/or any substantially similar definitions in the Agreement. To the extent there is a conflict or inconsistency between the definitions in the Agreement and in these Supplemental Terms, the definitions in these Supplemental Terms shall prevail to the extent of any such conflict or inconsistency solely with respect to any applicable Convercent Services set forth in an Order Form.

"**Agreement**" the: (a) OneTrust Master Terms of Service at <https://cdn.onetrust.com/legal/OneTrustMasterTerms.pdf> ("**Master Terms**") together with any Order Forms and other documents incorporated by reference into the Terms; or (b) the preexisting signed agreement that formed the basis of the commercial transaction between Customer and OneTrust.

"**Authorized Users**" Customer, its Affiliates, and their respective employees, contractors, or consultants, with administrative access and authority in relation to the Convercent Services.

"**Cloud Services**" the software as-a-service platform services set out in the Order Form or which OneTrust otherwise agrees to provide to Customer, including upgrades thereto and any related hosting, content, APIs, software delivery kits, software tools and environments provided by OneTrust.

"**Customer Content**" any data, applications, files, information, or materials submitted by or on behalf of Customer or its Authorized Users to: (a) the Cloud Services; or (b) OneTrust or its Affiliates in the course of performing other Services.

"**Convercent Services**" Helpline & Case Management, Insights, or Benchmarking Services where such Services are set forth in the Order Form.

"**Order Form**" the: (a) signed order form between the Parties referencing the Master Terms or the Agreement; or (b) the applicable online registration form or click through agreement referencing the Master Terms or the Agreement.

"**Services**" any services, including Cloud Services, provided by OneTrust and set out in the Order Form or which OneTrust otherwise agrees to provide to Customer.

"**Support Portal**" [converge.convercent.com](https://converge.convercent.com) (or any successor support websites provided by OneTrust).

"**Support Description**" the then-current description of the subscription level of Support posted at [converge.convercent.com](https://converge.convercent.com) (or any successor URL provided by OneTrust).

"**User Guide**" the then-current guides, manuals, written release notes, and any other technical documentation related to the Convercent Services which is made available to Customer by OneTrust.

## 2. Terms

The following additional terms shall apply for the Convercent Services provided by OneTrust:

- 2.1. Customer shall hold OneTrust and its Affiliates harmless and indemnify them from and against all, losses, damages, liabilities, costs (including legal fees) and expenses arising out of or relating to claims, actions, suits, or proceedings arising out of or relating to Customer's handling of or the content of incident reports successfully received by the Customer via the Convercent Services. Notwithstanding anything to the contrary in the Agreement, to the maximum extent permitted by law, no limitation or exclusion of liability shall apply to the indemnification obligations set forth in the previous sentence.
- 2.2. Notwithstanding anything to the contrary in the Agreement, Customer hereby authorizes OneTrust and its Affiliates to anonymize Customer Content and to aggregate anonymized Customer Content with similar data from other OneTrust customers in a manner that does not identify Customer or include any personal data, to further develop and provide services for OneTrust customers.
- 2.3. Notwithstanding anything to the contrary in the Agreement, the following special categories of data may be processed under the Agreement where the Convercent Services include Helpline and Case Management: (i) information about racial or ethnic origin, political opinion, religious or philosophical belief, trade union membership, health, sex life or sexual orientation; and (ii) criminal convictions or offences; where such information is included in 'whistleblowing' reports, or other allegations or concerns.
- 2.4. Notwithstanding anything to the contrary in the Agreement, OneTrust may migrate and implement the Convercent Services, including Customer's templates and data therein, onto a new logically separated OneTrust tenant with access to a Production and UAT environment ("New Tenant"), provided that following such migration and implementation, there will be no material degradation in the overall functionality of the Convercent Services as set forth in the User Guide. Customer shall provide OneTrust with site Admin access to the New Tenant for the purpose of completing the migration and implementation. Customer shall provide reasonable cooperation if requested by OneTrust during the migration and implementation, including verifying the migrated data for accuracy in UAT before such data is moved to Production.

Except as set forth in these Supplemental Terms, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between these Supplemental Terms and the Agreement or any earlier amendment or addendum, these Supplemental Terms will prevail solely with respect to any applicable Convercent Services set forth in an Order Form.