



OneTrust Master Terms of Service

Last Updated: February 1, 2023

This agreement is made up of these OneTrust Master Terms of Service ("**Master Terms**") together with any Order Forms and other documents incorporated by reference into these Master Terms (collectively, the "**Agreement**") and is made between the Customer identified on the Order Form ("**Customer**" or "**you**") and the OneTrust entity identified on the Order Form ("**OneTrust**") (each a "**Party**", together, the "**Parties**").

If you enter into these Master 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 Cloud Services.

Customer Affiliates may purchase Services under a separate agreement with OneTrust by executing an Order Form that incorporates these Master Terms, and in each such case, all references in the Agreement to "Customer" shall be deemed to refer to such Customer Affiliate (and Party and Parties shall be construed accordingly) for purposes of such Order Form(s). Customer Affiliates agree to be bound by these Master Terms.

1. Definitions.

"**Affiliate**" with respect to a Party, any entity Controlled by, Controlling or under common Control with that Party, whereby Control means the direct or indirect ownership of more than 50% (fifty percent) of the voting interests in such entity.

"**API**" any application programming interface made available by OneTrust to Customer.

"**Authorized Users**" Customer, its Affiliates, and their respective employees, contractors, or consultants.

"**Confidential Information**" (a) Customer Content; (b) business information of a confidential or proprietary nature (including trade secrets and information of commercial value), including without limitation, the Cloud Services, pricing, software, benchmarking or comparative analyses involving the Services, software code, and underlying technical or business information, which relates to the Discloser that is disclosed or provided to the Receiver by or on behalf of Discloser pursuant to the Agreement (or potential future purchases subject to the Agreement).

"**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.

"**Data Processing Addendum**" the then-current Data Processing Addendum found at <https://cdn.onetrust.com/legal/OneTrustDPA.pdf>.

"**Documentation**" the User Guide, written release notes, implementation guides, and any other technical documentation related to the Services which is made available to Customer by OneTrust.

"**Environment**" one software installation with a unique database in a logically separated tenant environment including unlimited users and groups within the organizational hierarchies, except where otherwise indicated on the Order Form.

"**Initial Subscription Term**" shall have the meaning given to it in Section 13.1.

"**Intellectual Property Rights**" all intellectual property rights throughout the world, including: (a) patents, utility model rights, and design rights (registered or otherwise), (b) trademarks, service marks, trade dress, and other rights in

designations of source or origin together with the goodwill symbolized by any of the foregoing, (c) copyrights and moral rights, (d) database rights, (e) trade secrets, and (f) applications, registrations, and renewals for, and all associated rights with respect to, any of the foregoing in any part of the world.

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

“Professional Services” any services performed by OneTrust relating to the Cloud Services such as installation, activation, training, configuration, integration, assessment, and optimization.

“Renewal Subscription Term” shall have the meaning given to it in Section 13.1.

“Services” any services provided by OneTrust including the Cloud Services, Support, Professional Services, and any other services set out in an Order Form or SOW.

“SOW” any statement of work which is: (a) signed by both Parties and incorporates these Master Terms; or (b) referenced on an Order Form that incorporates these Master Terms.

“Subscription Term” shall have the meaning given to it in Section 13.1.

“Support” the support services at the subscription level set out in the Order Form and which are described in the customer Support Description.

“Support Description” the then-current description of the subscription level of Support posted at <https://www.onetrust.com/success-packages/> (or any successor URL).

“Support Portal” <https://my.onetrust.com/> (or any successor support website).

“Upgrades” new releases for the Cloud Services including upgrades, features, fixes, or patches.

“User Guide” the then-current user specification for the Cloud Services available in the Support Portal.

2. Provision of Cloud Services & Restrictions.

- 2.1. During the Subscription Term, OneTrust grants to Customer and its Affiliates a non-sublicensable, non-transferable, non-exclusive right to access and use the Cloud Services and Documentation for Customer’s and its Affiliates’ internal business or compliance purposes. Unless otherwise expressly set out in the Order Form, Customer’s right to use the Cloud Services shall be limited to one production Environment of the Cloud Services.
- 2.2. Customer shall not: (a) provide access to the Cloud Services or Documentation to any third party (except Authorized Users) or otherwise permit a third party (except Authorized Users) to use or benefit from the Cloud Services or Documentation; (b) copy, modify, or reverse engineer the Cloud Services or otherwise attempt to discover any software code, or underlying technical information (except to the limited extent that applicable law prohibits such restrictions); (c) use the Cloud Services in breach of any applicable laws, regulations or the Documentation; (d) export, re-export or transfer any part of the Cloud Services to countries, persons or entities prohibited by export control and sanctions laws and regulations or permit any access or use of the Cloud Services in or from an applicable embargoed country or region; (e) access, store, or transmit any viruses, spam, or duplicative messages, or any material that is unlawful, abusive, obscene, or harmful; (f) for data in or from the United States, input any Protected Health Information (as the term is defined in the Health Insurance Portability and Accountability Act of 1996 (as amended, superseded or replaced) in the Cloud Services; (g) use the Cloud Services to try to gain unauthorized access to any service, device, data, account or network; or (h) submit Customer Content that violates third-party Intellectual Property Rights.
- 2.3. Except to the extent caused by a breach of the Agreement by OneTrust, Customer is responsible for: (a) Authorized Users’ compliance with the Agreement; (b) all activity occurring under Customer’s user accounts; and (c) Customer Content, and 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 related to Customer Content. Customer shall maintain the copyright notices that appear on any materials relating to the Cloud Services and Documentation.

3. Upgrades.

- 3.1. OneTrust may issue Upgrades which will be provided at no additional charge and will be automatically available.
- 3.2. Customer agrees that its purchase of the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by OneTrust with respect to future functionality or features.

4. Fees, Payment & Taxes.

- 4.1. The fees shall be as specified in the applicable Order Form ("**Fees**").
- 4.2. Customer shall pay the Fees within thirty (30) days of invoice date, unless specified otherwise in the applicable Order Form. All payment obligations are non-cancellable, and all amounts paid are non-refundable (unless expressly stated otherwise in the Agreement). All payments shall be made in the currency indicated in the Order Form in full and cleared funds without any set-off, counterclaim, deduction or withholding. OneTrust reserves the right to charge a late fee of 1.5% per month on any overdue invoice amount or the maximum rate permitted by law, whichever is less, from the due date until paid.
- 4.3. Fees invoiced are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or service taxes, assessable by any jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes imposed on the Services. If OneTrust has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, OneTrust will invoice the Customer and the Customer will pay that amount unless, within a reasonable amount of time, Customer provides OneTrust with a valid tax exemption certificate authorized by the appropriate taxing authority. OneTrust is solely responsible for taxes assessable against it based on its income, property, and employees.

5. Warranty & Disclaimers.

- 5.1. OneTrust warrants that: (a) the Cloud Services will substantially perform the functions set forth in the User Guide; (b) Support shall conform to the Support Description, and the Support Description shall not materially degrade during the Initial Subscription Term or applicable Renewal Subscription Term; (c) it shall provide Professional Services in a workmanlike and professional manner pursuant to any applicable Statement of Work; and (d) it shall use industry standard measures designed to prevent viruses from being released in the Cloud Services. The warranties shall not apply where the non-conformity arises as a result of Customer's failure to use the applicable Services in accordance with the Agreement.
- 5.2. If Customer notifies OneTrust in writing of any failure of the applicable Services to materially conform to the warranties outlined above, OneTrust shall, at its option and expense: (a) repair; (b) replace or reperform; or (c) if unable to repair, replace or reperform, terminate the nonconforming Services, and provide a refund of any prepaid fees applicable to the remainder of the Subscription Term of the terminated Services (or in the case of Professional Services, a refund of any prepaid fees for the terminated Professional Services which have not been delivered at the date of termination). This remedy is conditioned upon Customer providing information necessary to assist OneTrust in resolving the nonconformance, including a documented example of any nonconformance, or sufficient information to enable OneTrust to re-create the nonconformance. The remedies in this Section 5.2 are Customer's sole and exclusive remedies (and OneTrust's sole and exclusive liability) under the warranties in Section 5.1.
- 5.3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONETRUST DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR OTHER TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PURPOSE OR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 5.4. Each Party is responsible for its compliance with laws applicable to such Party's obligations under the Agreement. The Services, Documentation, and other information provided by OneTrust do not constitute legal advice (and should not be relied upon as such).
- 5.5. In the event of any loss or damage to Customer Content, Customer's sole and exclusive remedy shall be for OneTrust to use reasonable commercial endeavors to restore the lost or damaged Customer Content from the latest back-up of such Customer Content maintained by OneTrust in accordance with its archiving procedure.
- 5.6. OneTrust shall not be responsible for any Authorized Users' use of third-party software or systems accessed from the Cloud Services.
- 5.7. The Cloud Services may contain hyperlinks to other websites and databases, the content of which have not been authored or vetted by OneTrust, and which are provided on an "as-is" and "as-available" basis.

6. Limitation of Liability.

- 6.1. EACH PARTY'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY REGARDLESS OF THE FORM OF ACTION, WITH RESPECT TO ALL SUBJECT MATTER RELATING TO THE AGREEMENT SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO ONETRUST (WHETHER OR NOT INVOICED) UNDER THE AGREEMENT IN THE YEAR PRECEDING THE FIRST EVENT GIVING RISE TO A CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.
- 6.2. NEITHER PARTY OR ITS AFFILIATES WILL BE LIABLE FOR ANY: (A) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (B) LOSS OF REVENUES; (C) LOSS OF PROFITS; (D) LOSS, CORRUPTION, OR INACCURACY OF DATA; OR (E) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING IN CONNECTION WITH THE AGREEMENT (AND WHETHER (B) THROUGH (E) ARE DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL). EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.3. THE LIMITATIONS AND EXCLUSIONS CONTAINED IN SECTIONS 6.1 AND 6.2 SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS, CUSTOMER'S PAYMENT OBLIGATIONS, VIOLATION OF ONETRUST'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, AND WILLFUL MISCONDUCT. NOTHING IN THE AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.
- 6.4. THE LIMITATIONS IN THIS SECTION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY.

7. Confidentiality.

- 7.1. A Party or its Affiliates (the "**Receiver**") may receive Confidential Information of the other Party, or its Affiliates (the "**Discloser**") and the Receiver shall keep all such Confidential Information confidential and protect it by using the same level of care and discretion that the Receiver uses with respect to its own confidential information, which shall in no case be less than reasonable care and discretion.
- 7.2. The Receiver shall not disclose Confidential Information to any person other than its Authorized Users, or (where OneTrust is the Receiver) OneTrust's subprocessors or subcontractors, who have a need to know that Confidential Information, provided that the Receiver remains responsible for such persons' compliance with the Receiver's confidentiality obligations under the Agreement. The Parties shall not use Confidential Information for any purpose other than as necessary to exercise rights or fulfill obligations under the Agreement.
- 7.3. Without limiting the foregoing, either Party may disclose Confidential Information to a government authority if that disclosure is: (a) required by law provided that the Receiver will, if permitted by law, provide reasonable advance notice to the Discloser to enable the Discloser to seek a protective order; or (b) necessary to exercise its rights or perform its obligations under and in accordance with the Agreement. In the Agreement, Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the Receiver; (ii) was in the Receiver's lawful possession prior to the disclosure without a confidentiality obligation

and had not been obtained by the Receiver either directly or indirectly from the Discloser; (iii) is lawfully disclosed to the Receiver by a third party without restriction on disclosure; or (iv) is independently developed by the Receiver without use of or reference to the Discloser's Confidential Information.

- 7.4. This Section 7 shall apply during the Term of the Agreement, and for three (3) years after the Agreement's termination.

8. Data Protection & Security.

- 8.1. The Data Processing Addendum is incorporated into the Agreement.
- 8.2. The Parties agree to comply with the Data Processing Addendum in respect of any personal data which is processed under the Agreement.
- 8.3. OneTrust will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Content, as further described at Appendix 1 (Information Security Controls) to the Data Processing Addendum. Those safeguards will include, but will not be limited to, measures designed to protect against the unauthorized access to or disclosure of Customer Content.

9. Intellectual Property.

- 9.1. OneTrust or its third-party licensors own all Intellectual Property Rights embodied in the Services and Documentation, including all modifications or derivatives thereof. No rights are granted to Customer other than as expressly set forth in the Agreement. OneTrust does not convey any Intellectual Property Rights other than those expressly provided herein, and all other rights are reserved.
- 9.2. OneTrust shall be the sole owner of any newly developed Intellectual Property Rights related in any way to the Services or Documentation. The Customer hereby assigns to OneTrust any of these newly developed Intellectual Property Rights that result from Customer's requests, feedback, or ideas ("**Feedback**"), regardless of whether such newly developed Intellectual Property Rights result from software-related services paid for by Customer.
- 9.3. If OneTrust creates custom templates for Customer in connection with Professional Services performed under the Agreement, Customer may retain copies of such templates after any termination of the Agreement and OneTrust shall grant Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free, perpetual license to use such templates for its internal business and compliance purposes only. Nothing contained in the Agreement shall prevent OneTrust from independently developing its own content.
- 9.4. Customer Content (including Customer Content contained in any output from the Cloud Services) shall remain the property of Customer. Customer grants to OneTrust and its Affiliates: (a) a non-exclusive, perpetual, irrevocable, worldwide license to exploit the Feedback in any manner; and (b) a worldwide and non-exclusive license to use Customer Content in order to provide the Services and otherwise perform its obligations under the Agreement.

10. Indemnity.

- 10.1. OneTrust, at its sole expense, agrees to defend Customer and its Affiliates (each, a "**Customer Indemnitee**") against any third-party claim that Customer Indemnitee's use of the Cloud Services, as made available by OneTrust to Customer and used in accordance with the Agreement, directly infringes a third party's Intellectual Property Right (an "**Infringement Claim**"), and indemnify Customer Indemnitee from the resulting costs and damages finally awarded against Customer Indemnitee to such third party by a court of competent jurisdiction or agreed to in settlement; provided that: (a) Customer Indemnitee promptly notifies OneTrust in writing of the Infringement Claim; (b) OneTrust has sole control of the defense and all related settlement negotiations; (c) Customer Indemnitee provides OneTrust with the information, assistance and authority to enable OneTrust to perform its obligations under this Section 10.1; and (d) Customer Indemnitee makes no admission of liability and does not compromise the ability of OneTrust to defend the claim. Customer Indemnitee may not settle or compromise any Infringement Claim without the prior written consent of OneTrust.

- 10.2. In any action based on an Infringement Claim, OneTrust, at its option and expense, will either: (a) procure the right for Customer to continue using the Cloud Services in accordance with the Agreement; (b) make modifications to or replace the Cloud Services so that the infringing Cloud Services becomes non-infringing without incurring a material diminution in performance or function; or (c) terminate the right to use the infringing Cloud Services and refund to Customer the unused remainder of any Cloud Services fees prepaid by Customer and received by OneTrust for such infringing Cloud Services.
- 10.3. OneTrust shall have no liability or obligations for an Infringement Claim pursuant to this Section 10 to the extent that it results from: (a) modifications to the Cloud Services made by a party other than OneTrust or a party under the direct control of OneTrust; (b) the combination, operation or use of the Cloud Services with non-OneTrust products, software, services, or materials; (c) use of the Cloud Services in breach of the Agreement; or (d) OneTrust's use of any Customer Content, designs, instructions, specifications, or the like, provided by Customer Indemnitee, if any. This Section 10 sets out Customer Indemnitees' sole and exclusive remedies and OneTrust's entire liability with respect to claims subject to indemnification under the Agreement, including claims for violation of third-party Intellectual Property Rights by the Cloud Services.

11. Non-Production & Free Services.

- 11.1. Any non-production Environments such as a user acceptance testing or trial Environment of the Cloud Services are not intended to contain production-level data and OneTrust shall not be responsible for any data, applications, files, information, or materials submitted to such Environments.
- 11.2. "**Free Services**" means any Services that OneTrust agrees to make available to Customer at no additional charge. Free Services shall be made available to Customer on a trial basis for the period stated on the applicable Order Form. If the Order Form does not specify a period, then OneTrust shall make such Free Services available, until the earlier of: (a) the start date of Initial Subscription Term for such Service; or (b) termination of the Free Services by OneTrust in its sole discretion.
- 11.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, NON-PRODUCTION ENVIRONMENTS AND FREE SERVICES MAY CONTAIN FORWARD LOOKING CODE THAT IS ONLY USED FOR EVALUATION PURPOSES AND ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OR INDEMNIFICATION OBLIGATIONS. ONETRUST SHALL HAVE NO LIABILITY IN RESPECT OF FREE SERVICES. WHERE SUCH EXCLUSION OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, ONETRUST'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED \$1,000.00, WHICH THE PARTIES AGREE IS A FAIR AND REASONABLE AMOUNT.

12. Components.

- 12.1. This Section 12 shall apply to the extent any Cloud Services are provided with a component requiring implementation on the Customer's systems or websites such as object code software or scripts ("**Component**").
- 12.2. Customer is granted a limited, non-sublicensable, non-transferable, non-exclusive, revocable license to implement and use such Components for the sole purpose of using the Cloud Services in accordance with the Agreement for the relevant Subscription Term. The term "Cloud Services" shall be deemed to include any Components provided by OneTrust in conjunction with the applicable Cloud Services.
- 12.3. Customer is solely responsible for implementing any Upgrades to a Component in respect of which: (a) OneTrust provides the option (and Customer elects) to opt-out of automatic implementation of Upgrades; or (b) automatic implementation of Upgrades is not available. OneTrust shall have no liability or obligations pursuant to the warranty provided in Section 5.1 in respect of Cloud Services or for an Infringement Claim pursuant to Section 10, to the extent that it results from Customer's failure to implement all available Upgrades (if the breach of warranty or Infringement Claim would not have occurred but for such failure).
- 12.4. Customer shall uninstall or remove the Component within thirty (30) days of termination of the Subscription Term of the Cloud Services to which it relates (and OneTrust reserves the right to audit to compliance with this

obligation). Upon termination, OneTrust has no obligation to retrieve or deliver to Customer a copy of Customer Content stored in any Component.

13. Term & Termination.

- 13.1. The Agreement is effective as of the earlier of: (a) the date of last signature on the initial Order Form referencing these Master Terms; or (b) Customer's initial access to the Cloud Services. Unless terminated earlier in accordance with its terms, the Agreement shall remain in force until the Subscription Terms of all Services have expired or have otherwise been terminated. The initial subscription term for each Service shall be as stated on the Order Form ("**Initial Subscription Term**"). The term of each Service shall automatically renew on OneTrust's then current terms for an additional twelve (12) month term (each, a "**Renewal Subscription Term**", together with the Initial Subscription Term, the "**Subscription Term**") unless either Party provides notice of its intent not to renew at least thirty (30) days in advance of the end of the Initial Subscription Term or then-current Renewal Subscription Term.
- 13.2. Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if the other Party breaches a material obligation under the Agreement that has not been cured (if curable) within thirty (30) business days of the effective date of such written notice requiring the remedy of such breach or if either Party: (a) announces a cessation of its entire business or becomes insolvent; (b) elects to dissolve and wind-up its business; (c) makes a general assignment for the benefit of creditors; or (d) petitions for or appoints (or a third party causes to be appointed for itself) a receiver, custodian or trustee to take possession of all or substantially all of that Party's property. The Agreement will also terminate automatically upon the termination of all Order Forms unless automatically renewed pursuant to Section 13.1.
- 13.3. Upon termination of the Agreement by any means, the rights granted under Section 2 will terminate and: (a) Customer shall promptly destroy any and all OneTrust Confidential Information, and, upon OneTrust's request, have an officer of Customer confirm the same in writing; (b) Customer may export a copy of the Customer Content (stored in the Cloud Services at the time of termination) in a structured, commonly used and machine-readable format within sixty (60) days after such expiration or termination and OneTrust may delete all Customer Content remaining in the Cloud Services after such time has passed; (c) OneTrust shall promptly destroy any and all Customer Confidential Information and OneTrust shall confirm the same to Customer in writing upon Customer's request; otherwise, the terms of the Agreement will remain in effect with respect to such Confidential Information; and (d) OneTrust will remove access to the Cloud Services.
- 13.4. Without limiting the foregoing, OneTrust may upon fourteen (14) days prior written notice (except in the event of an emergency under subsection (b)) suspend or limit Customer's access to or use of the Services without liability if: (a) Customer is past due on payment of Fees; or (b) Customer's use of the Cloud Services breaches Section 2, or impairs (i) performance of the Cloud Services or OneTrust systems, or (ii) the use of the Cloud Services by other OneTrust customers. OneTrust will promptly end such suspension when Customer cures the foregoing (without prejudice to OneTrust's other remedies in respect of the applicable breach). OneTrust also reserves the right to suspend access to the Services for scheduled or emergency maintenance (in accordance with the Support Description).
- 13.5. Termination of the Agreement or any part of it shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement or any part of it which existed at or before the date of termination.
- 13.6. Sections 1, 2.2, 2.3, 4, 5.3, 5.4, 5.5, 5.6, 5.7, 6, 7, 8, 9, 11, 12, 13.3, 13.5, 13.6 and 14 will survive the termination of the Agreement or any part of it.

14. General.

- 14.1. **Governing Law & Jurisdiction.** The Agreement and any dispute or claim (including non-contractual disputes or claims) arising under or in connection with the Agreement, its subject matter, or formation shall be governed by and construed in accordance with the laws of Georgia, USA under the exclusive jurisdiction of the Courts of

Atlanta, Georgia, USA (save where the OneTrust entity on the Order Form is incorporated outside of the USA, in which case the governing laws of the Agreement are the laws of England and Wales under the exclusive jurisdiction of the Courts of England and Wales). Each party agrees to the applicable governing law above without regard to conflicts of law rules or the United Nations Convention on Contracts for the International Sale of Goods, and to the exclusive jurisdiction of the applicable courts above.

- 14.2. **Assignment.** Except for an assignment by OneTrust to an Affiliate or a successor in interest in connection with any merger reorganization, acquisition, change of control or sale of all or substantially all of the assets of OneTrust, neither the rights nor the obligations arising under the Agreement are assignable or transferable by either Party without the other Party's prior written consent (which will not be unreasonably withheld), and any such attempted assignment or transfer shall be void and without effect. Subject to the foregoing, the Agreement shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 14.3. **Notice.** Except as otherwise provided herein, all notices under the Agreement shall be deemed properly given and effective (a) when personally delivered (to the person or department if one is designated in the Order Form); (b) when deposited in certified mail, registered mail, postage prepaid or return receipt requested; or (c) when deposited with an internationally recognized overnight delivery service such as Federal Express with all fees and charges prepaid, in each such case sent to the address set out in the Order Form. When any notice under the Agreement is sent to OneTrust, a copy shall be sent to legal@onetrust.com.
- 14.4. **Entire Agreement.** The Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of the Agreement and the Services, superseding all prior or contemporaneous proposals, communications, and understandings, oral or written relating to that subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement not in the Agreement.
- 14.5. **Order of Precedence.** To the extent there is any conflict or inconsistency between the Master Terms and any Order Form, the Order Form shall prevail to the extent of any such conflict or inconsistency. Any additional or different terms or conditions proposed by Customer are expressly excluded.
- 14.6. **Variation.** Except as expressly provided in the Agreement, any modifications of the Agreement must be in writing and signed by both Parties.
- 14.7. **No Waiver.** Any waiver of any provision of the Agreement must be in writing and will not be deemed a waiver of any other provision. Waiver by a Party of a breach of any provision of the Agreement by the other Party will not operate as a waiver of any other or subsequent breach by such breaching Party.
- 14.8. **Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a Party learns of any violation of the above restriction, it shall promptly notify the other Party.
- 14.9. **Federal Government End Use Provisions.** OneTrust provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in the Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to the Agreement specifically granting those rights.
- 14.10. **Claims.** No claim or action may be brought by either Party against the other Party arising in any way out of the Agreement after one (1) year from the date on which the cause of action arose (and regardless of the nature of the claim or form of action) provided, however, the foregoing limitation shall not apply to any claim or action related

to the infringement of a Party's Intellectual Property Rights. In any action to enforce the Agreement or part of it, the prevailing party will be entitled to reasonable costs and attorneys' fees actually incurred.

- 14.11. **Third-Party Rights.** There are no third-party beneficiaries to this Agreement, save that a Party's Affiliate has the right to be indemnified under the Agreement (in respect of an indemnity applicable to that Affiliate) where applicable law prevents that Party from being indemnified on behalf of that Affiliate. The consent of an Affiliate shall not be required to amend or terminate the Agreement.
- 14.12. **Severability.** Each provision of the Agreement shall be considered severable such that if any provision conflicts with any existing or future law, or is held to be illegal, unenforceable, or invalid by a court, the other provisions of the Agreement shall be limited or modified to the minimum extent necessary to make it valid, legal, and enforceable and so that the Agreement shall otherwise remain in effect.
- 14.13. **Language.** The Agreement and all related documentation are and will be in the English language and all disputes arising under the Agreement shall be resolved in the English language.
- 14.14. **Force Majeure.** A delay by either Party in performing its obligations will not be a breach of the Agreement if caused by acts, events, omissions or accidents beyond a Party's reasonable control, including, without limitation, strikes, industrial disputes, failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, act of terror, Internet service provider failure or delay, failures of communications networks and facilities (not directly controlled by a Party), denial of service attack, fire, flood or storm. The affected Party will notify the other Party of such event and resume performance as soon as possible.
- 14.15. **Marketing.** Customer agrees that OneTrust may identify it as a recipient of the Services in presentations, marketing materials and press releases. OneTrust agrees that any such use shall be subject to OneTrust complying with any written guidelines that Customer may deliver to OneTrust regarding the use of its name.
- 14.16. **Relationship.** Nothing in the Agreement is intended to create a joint venture, partnership, agency, or employment relationship between the Parties.
- 14.17. **Counterparts.** The Agreement and any Order Form or SOW may be executed in any number of counterparts, each of which is an original, but all the counterparts together constitute the same document. Delivery of an executed counterpart of a signature page to the Agreement, Order Form or SOW by e-mail or other electronically delivered signatures of the Parties shall be as effective as delivery of a manually executed counterpart of the Agreement, Order Form or SOW.