OneTrust® Master Terms of Service

Last Updated: March 31, 2025

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 OneTrust (each a "**Party**," together, the "**Parties**").

If you enter into these Master Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity. If you do not have such authority, you, the Customer, and its Affiliates have no right to use the Cloud Services.

A Customer Affiliate may purchase Services under a separate agreement with OneTrust by executing an Order Form that incorporates these Master Terms.

1. **Definitions**.

"**Additional Services**" Free Services and non-production tenant environments of the Cloud Services.

"**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 fifty percent (50%) of the voting interests in such entity.

"**API**" any application programming interface made available by OneTrust to Customer (but excluding Third-Party Services that communicate with the Cloud Services via such APIs).

"**Authorized Users**" Customer's and its Affiliates' employees, contractors, vendors, and consultants.

"**Confidential Information**" (a) Customer Content; and (b) business information identified as confidential when disclosed or that a reasonable person would understand to be confidential, which 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), including without limitation, the Services, pricing, and software code. 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.

"**Cloud Services**" the software-as-a-service products set out in the Order Form or that OneTrust otherwise provides to Customer, including Updates thereto, and any related hosting, content, APIs, software delivery kits, software tools provided by OneTrust, but excluding Third-Party Services.

"**Customer Content**" any data or information submitted by or on behalf of Customer to the Cloud Services.

"**Data Processing Addendum**" the then current Data Processing Addendum available at https://legal.onetrust.com/.

"**Documentation**" the user guide containing technical documentation related to the Cloud Services made available by OneTrust in the Support Portal.

"**Fees**" the amounts payable by Customer to OneTrust specified in the Order Form.

Copyright © 2026 OneTrust LLC. Proprietary & Confidential.

"**Free Services**" any Services that OneTrust makes available to Customer at no additional charge (excluding Essential Success Package).

"**Intellectual Property Rights**" (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 of goods or services together with the goodwill symbolized by any of the foregoing, (c) copyrights and moral rights with respect to copyrighted works, (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.

"**OneTrust**" the OneTrust entity identified on the Order Form or if the Order Form does not identify a OneTrust entity, then the entity identified in the Contracting Entities Table at Exhibit A (the "**Contracting Entities Table**").

"**Order Form**" the signed order form, statement of work, online registration form, or clickthrough agreement between the Parties referencing these Master Terms and specifying the Services to be provided.

"**Professional Services**" the services performed by OneTrust relating to the Cloud Services such as installation, activation, implementation, design, training, configuration, integration, and optimization.

"**Services**" the services provided by OneTrust, including the Cloud Services, Support, or Professional Services, set out in an Order Form.

"**Support**" the Essential Success Package as described in the Support Description unless otherwise specified on the Order Form.

"**Support Description**" the then current description of the Support subscription level available at https://www.onetrust.com/success-packages/ (or any successor website).

"**Support Portal**" https://my.onetrust.com/ (or any successor website).

"**Third-Party Services**" any third-party software applications, websites or content external to, but accessible from, the Cloud Services (whether through an API, URL or other means).

"**Updates**" new releases of the Cloud Services including updates, features, fixes, or patches.

2. **Provision of Cloud Services & Restrictions**.

2.1. OneTrust will make the Cloud Services available to Customer for the Subscription Term (as defined in Section 12.1). Unless otherwise set out in an Order Form, Customer's right to use the Cloud Services shall be limited to one production tenant.

2.2. Customer shall not: (a) use the Cloud Services other than for its internal business or compliance purposes; (b) permit any third-party (other than Authorized Users) to access the Cloud Services; (c) 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); (d) use the Cloud Services in breach of any applicable laws, regulations, or Documentation; (e) access, store, or transmit any viruses, spam, or duplicative messages, or any material that is unlawful, abusive, obscene, or harmful; (f) input any Protected Health Information (as the term is defined in the U.S. Health Insurance Portability and Accountability Act of 1996, as amended, superseded, or replaced) or any other information that is similarly defined under applicable health privacy laws into the Cloud Services; (g) use the Cloud Services to try to gain unauthorized access to any service, device, data, account, or network; (h) submit Customer Content that violates

Copyright © 2026 OneTrust LLC. Proprietary & Confidential.

third-party Intellectual Property Rights; or (i) use the Cloud Services to build, train, or configure any artificial intelligence model not provided by OneTrust.

2.3. Customer shall not (and shall procure that Authorized Users shall not): (a) export, reexport, or transfer the Cloud Services (i) in violation of any applicable export control laws or regulations, or (ii) to any embargoed country or in violation of any applicable laws, regulations, sanctions, embargoes, restrictive state lists or measures; or (b) permit access to or use of the Cloud Services by an organization or individual identified on any government denied party list or owned 50% or more by an organization or individual on a denied party list.

2.4. Customer is responsible for: (a) Authorized Users' compliance with the Agreement; (b) its use of any Third-Party Services; (c) all activity occurring under Customer's user accounts; and (d) Customer Content, and shall defend and indemnify OneTrust and its Affiliates from and against all losses, damages, costs, and expenses in connection with any third-party claims arising out of or related to Customer Content.

2.5. Customer's purchase of the Cloud Services is not contingent upon the delivery of any future functionality or features or services.

3. **Fees, Payment, & Taxes**.

3.1. Customer shall pay OneTrust the Fees within thirty (30) days of the invoice date, unless specified otherwise in the applicable Order Form.

3.2. All payment obligations are noncancellable, 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 without any setoff, counterclaim, deduction, or withholding.

3.3. 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 timeframe, 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.

4. **Warranty & Disclaimers**.

4.1. OneTrust warrants that: (a) the Cloud Services will substantially perform the functions set forth in the Documentation; (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; 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 Services in accordance with the Agreement.

4.2. If Customer notifies OneTrust in writing of any failure of the 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

Copyright © 2026 OneTrust LLC. Proprietary & Confidential.

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). The remedies in this Section 4.2 are Customer's sole and exclusive remedies under the warranties in Section 4.1.

4.3. Each Party (a) warrants that it has authority to enter into the Agreement; and (b) is responsible for its compliance with laws applicable to such Party's obligations under the Agreement. Customer is responsible for determining whether its use of the Services complies with applicable laws. The Services, Documentation, and other information provided by OneTrust do not constitute legal advice.

4.4. 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.

4.5. 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, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND WITH RESPECT TO AI OUTPUT OR CONTENT SOURCED FROM THIRD-PARTY DATA SOURCES, ANY WARRANTY, CONDITION, REPRESENTATION, OR OTHER TERM REGARDING ITS COMPLETENESS, ACCURACY OR SUITABILITY FOR A SPECIFIC PURPOSE.

5. **Limitation of Liability.**

5.1. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH SUCH PARTY'S AFFILIATES, REGARDLESS OF THE FORM OF ACTION, WITH RESPECT TO ALL SUBJECT MATTER RELATING TO THE AGREEMENT, SHALL NOT EXCEED THE TOTAL OF THE FEES PAID AND PAYABLE TO ONETRUST FOR SERVICES PROVIDED TO CUSTOMER UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO A CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

5.2. NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE FOR ANY: (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR (B) WHETHER SUFFERED DIRECTLY OR INDIRECTLY, ANY LOSS OF: REVENUES, PROFITS, DATA, ANTICIPATED SAVINGS OR COST OF COVER, ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3. THE LIMITATIONS AND EXCLUSIONS CONTAINED IN SECTIONS 5.1 AND 5.2 SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS, CUSTOMER'S PAYMENT OBLIGATIONS, VIOLATION OF A PARTY'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, AND WILLFUL MISCONDUCT.

5.4. THE LIMITATIONS IN THIS SECTION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICT LIABILITY, OR OTHER THEORY AND SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THE

Copyright © 2026 OneTrust LLC. Proprietary & Confidential.

AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

6. **Confidentiality**.

6.1. A Party or its Affiliates (the "**Receiver**") may receive Confidential Information of the other Party or its Affiliates (the "**Discloser**"). The Receiver shall use the same level of care and discretion that the Receiver uses with respect to its own confidential information (which shall be no less than reasonable care and discretion) to not (a) disclose Confidential Information to any person other than its Affiliates, Authorized Users, 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); or (b) use Confidential Information for any purpose other than as necessary to exercise rights or fulfil obligations under the Agreement.

6.2. Without limiting the foregoing, either Party may disclose Confidential Information when required by law or court order, provided that the Receiver will, if permitted, provide reasonable advance notice to the Discloser to enable the Discloser to seek a protective order.

6.3. Upon termination of the Agreement, Receiver shall promptly destroy all Discloser's Confidential Information, and, upon Discloser's request, confirm the same in writing; otherwise, the terms of the Agreement will remain in effect with respect to any retained Confidential Information.

6.4. The Receiver acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and upon any disclosure by the Receiver, the Discloser will be entitled to seek appropriate equitable relief in addition to any other remedies it might have at law.

7. **Data Protection & Security**.

7.1. The Parties shall comply with the Data Processing Addendum in respect of any personal data which is processed under the Agreement.

7.2. OneTrust will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Content, as further described in Appendix 1 (Information Security Controls) to the Data Processing Addendum.

8. **Intellectual Property**.

8.1. 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.

8.2. Customer hereby assigns to OneTrust any Intellectual Property Rights (and waives all related moral rights) developed by OneTrust that result from Customer's or its Affiliates' or Authorized Users' requests, suggestions, or ideas ("**Feedback**"), regardless of whether such newly developed Intellectual Property Rights result from software related services paid for by Customer. Customer grants OneTrust and its Affiliates a worldwide, nonexclusive, perpetual, irrevocable, royalty-free license to exploit the Feedback in any manner.

Copyright © 2026 OneTrust LLC. Proprietary & Confidential.

8.3. Nothing contained in the Agreement shall prevent OneTrust from independently developing its own content. Customer Content (including Customer Content contained in any output from the Cloud Services) shall remain the property of Customer.

8.4. Customer grants to OneTrust and its Affiliates a right to use Customer Content in order to provide the Services and otherwise perform its obligations under the Agreement. OneTrust may also collect and use Usage Data to develop, improve, operate, support and monitor usage limits of its products and services. OneTrust will not disclose any Usage Data to any third-parties except (a) if it is anonymized and aggregated such that it does not identify Customer, Authorized Users or Customer Confidential Information; or (b) in accordance with Section 6 (Confidentiality) of this Agreement. "**Usage Data**" means usage and operations data related to Customer's use of the Cloud Service, including query logs and metadata.

9. **Indemnity**.

9.1. OneTrust agrees (subject to Section 9.3) to defend Customer against any third-party claim that Customer's use of the Cloud Services infringes such third-party's patent, copyright, or trademark, or misappropriates such third-party's trade secret (an "**Infringement Claim**"), and indemnify Customer from the resulting costs and damages finally awarded against Customer to such third-party by a court of competent jurisdiction or agreed to in settlement by OneTrust; provided that: (a) Customer 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 9.1; and (d) Customer makes no admission of liability and does not compromise the ability of OneTrust to defend the claim. Customer may not settle or compromise any Infringement Claim without the prior written consent of OneTrust.

9.2. 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 become 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 prepaid Fees for such infringing Cloud Services.

9.3. OneTrust shall have no liability or obligations under this Section 9 for any Infringement Claim to the extent that it results from: (a) modifications to the Cloud Services made other than by OneTrust or an entity under its direct control; (b) the combination, operation, or use of the Cloud Services with non-OneTrust products, software, services, or materials (where but for such combination, operation, or use, the infringement would have been avoided); (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, if any. This Section 9 sets out Customer's sole and exclusive remedies and OneTrust's entire liability with respect to claims subject to indemnification under the Agreement.

10. **Additional Services.**

10.1. This Section 10 applies if and to the extent Customer uses Additional Services.

Copyright © 2026 OneTrust LLC. Proprietary & Confidential.

10.2. Non-production tenant environments of the Cloud Services, such as a user acceptance testing or trials, are not intended to contain production-level data and OneTrust shall not be responsible for any data, files, or materials submitted to such environments.

10.3. Free Services may be made available to Customer for the period stated on the applicable Order Form (or, if no period is specified, then OneTrust may terminate access to the Free Services at any time).

10.4. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ADDITIONAL SERVICES MAY CONTAIN FORWARDLOOKING CODE AND SHALL ONLY BE USED FOR EVALUATION PURPOSES. ADDITIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "ASAVAILABLE" BASIS AND ONETRUST SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN RESPECT OF ADDITIONAL 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.

11. **Components.**

11.1. This Section 11 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**").

11.2. OneTrust grants to Customer a limited, non-sublicensable, non-transferable, nonexclusive, revocable license to implement and use such Components for the sole purpose of using the Cloud Services in accordance with the Agreement for the Subscription Term. The term "**Cloud Services**" shall be deemed to include any Components provided by OneTrust in conjunction with the applicable Cloud Services.

11.3. Customer is solely responsible for implementing any Updates to a Component in respect of which: (a) OneTrust provides the option (and Customer elects) to opt-out of automatic implementation of Updates, or (b) automatic implementation of Updates is not available. OneTrust shall have no liability or obligations in respect of Cloud Services, to the extent that a claim results from Customer's failure to implement all available Updates (if the claim would not have arisen but for such failure).

11.4. Customer shall uninstall or remove all Components 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 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.

12. **Term & Termination.**

12.1. 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 been terminated. The initial subscription term shall be as stated on the applicable Order Form ("**Initial Subscription Term**"). The term of each Service (except Professional Services) shall automatically renew on OneTrust's then current terms (available at https://legal.onetrust.com/) for an additional twelve (12) month term (each, a "**Renewal Subscription Term**", together with the Initial Subscription Term, the "**Subscription Term**") unless

Copyright © 2026 OneTrust LLC. Proprietary & Confidential.

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.

12.2. 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 (a) breaches a material obligation under the Agreement that has not been cured (if curable) within thirty (30) business days of the effective date of written notice requiring the remedy of such breach; (b) becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. The Agreement will also terminate automatically upon the termination of all Order Forms unless automatically renewed pursuant to Section 12.1. For any termination of the Agreement by Customer in accordance with Section 12.2(a), Customer shall be entitled to a refund of any prepaid unused Fees for the Services.

12.3. Upon termination of the Agreement by any means, Customer shall cease all access and use of the Services, except that 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 termination and OneTrust may delete all Customer Content from the Cloud Services after such time has passed.

12.4. Without limiting the foregoing, OneTrust may, upon fourteen (14) days' prior written notice (except in an emergency), suspend Customer's access to or use of the Services without liability if: (a) Customer is past due on payment of Fees; or (b) Customer breaches Section 2, or (c) suspension is necessary to preserve the integrity, security, availability, or performance of the Cloud Services. OneTrust will promptly end such suspension when Customer cures the breach (without prejudice to OneTrust's other remedies in respect of the applicable breach) or the suspension is no longer necessary.

13. **General**.

13.1. **Governing Law and Jurisdiction**. The Agreement and any dispute or claim (including noncontractual disputes or claims) is governed by the laws of and under the exclusive jurisdiction of the Courts of the jurisdiction set forth in the Contracting Entities Table based on the applicable contracting entity. Each Party agrees, as set forth in the preceding sentence, to (a) the applicable governing law, excluding any conflict of law rules or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, and (b) the exclusive jurisdiction of the applicable courts. Notwithstanding anything to the contrary in the Agreement, either Party may at any time seek injunctive or interlocutory relief in a court of competent jurisdiction in order to protect any urgent interest of such Party. TO THE EXTENT AVAILABLE UNDER APPLICABLE LAW, THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THE AGREEMENT.

13.2. **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.

Copyright © 2026 OneTrust LLC. Proprietary & Confidential.

13.3. **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 when sent to OneTrust, sent to the address identified in the Contracting Entities Table.

13.4. **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.

13.5. **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.

13.6. **Variation**. Except as expressly provided in the Agreement, any modifications of the Agreement must be in writing and signed by both Parties.

13.7. **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.

13.8. **United States Federal Government End Use Provisions**. OneTrust provides the Services, including related software and technology, for ultimate United States 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 12.21112.212 and DFARS 227.71024 and 227.72024, 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 252.2277015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to the Agreement specifically granting those rights.

13.9. **Claims**. No claim or action may be brought by either Party against the other Party arising in any way out of the Agreement after two (2) years 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 claims or actions (i) by OneTrust for collection of Fees, or (ii) for violation of a Party's or its Affiliate's Intellectual Property Rights. In any action to enforce the Agreement, the prevailing party will be entitled to reasonable costs and attorneys' fees actually incurred.

13.10. **Insurance Coverage**. During the term of the Agreement, OneTrust will maintain insurance coverage that is commercially appropriate given the nature of the Services and OneTrust's obligations under

Copyright © 2026 OneTrust LLC. Proprietary & Confidential.

the Agreement. Upon request, OneTrust will provide Customer with certificates of insurance evidencing such coverage.

13.11. **Third-Party Rights**. There are no third-party beneficiaries to the Agreement.

13.12. **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.

13.13. **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.

13.14. **Force Majeure**. A delay by either Party in performing its obligations will not be a breach of the Agreement if caused by acts, events, or omissions 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.

13.15. **Relationship**. Nothing in the Agreement is intended to create a joint venture, partnership, agency, or employment relationship between the Parties.

13.16. **Counterparts**. The Agreement and any Order Form may be executed in any number of counterparts, each of which is an original, but all the counterparts together constitute the same document.

13.17. **Survival**. Upon expiration or termination of the Agreement for any reason, all rights granted to either Party hereunder shall terminate, except that (a) such termination or expiration 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, and (b) any provisions of the Agreement which either expressly or by their nature extend beyond the expiration or termination of the Agreement shall survive such expiration or termination. Without limiting the generality of the preceding sentence, Sections 1, 2, 3, 4.3, 4.4, 4.5, 5, 6, 7 (for so long as OneTrust retains Customer Content), 8, 10, 11, 12.3, 12.4, and 13 will survive the termination of the Agreement or any part of it.

14. **Reseller Orders.**

14.1. Section 14 only applies in connection with the purchase of Services by Customer through a reseller, distributor, or other partner authorized by OneTrust to resell Services to end customers (an "**Authorized Reseller**") pursuant to a separate agreement between Customer and an Authorized Reseller, which may specify different terms than the Agreement regarding invoicing, taxes, and payments ("**Reseller Agreement**"), and shall, prevail over any conflicting terms in the Agreement, but only with respect to Services purchased under a Reseller Agreement.

14.2. In the event that Customer and OneTrust have not entered into an agreement specifying the OneTrust contracting entity, governing law, or jurisdiction, the applicable terms shall be determined in accordance with the Contracting Entities Table.

Copyright © 2026 OneTrust LLC. Proprietary & Confidential.

14.3. OneTrust will provide Services to Customer in connection with a Reseller Agreement if OneTrust and the Authorized Reseller have executed an Order Form for such purchase. Customer acknowledges and agrees that, solely in connection with the purchase by Customer through a Reseller Agreement: (a) OneTrust may share information with Authorized Reseller related to Customer's use of the Services; (b) references to "Customer" in each of the defined terms "Fees" and "Order Form" in the Agreement shall be replaced with "Authorized Reseller," and all payments of fees, refunds, and credits, if any, are payable by or to the Authorized Reseller; (c) the Agreement governs Customer's use of the Services, notwithstanding anything to the contrary in the Reseller Agreement; and (d) Authorized Reseller is not authorized to make any warranties, representations, promises, or commitments on behalf of OneTrust or concerning the Services.

14.4. Notwithstanding Section 12.1, where the Customer has procured Services from an Authorized Reseller, renewals will be in accordance with the applicable Order Form between OneTrust and the Authorized Reseller. Customer may, at its option, elect to use a different Authorized Reseller or to renew a subscription directly with OneTrust.

Copyright © 2026 OneTrust LLC. Proprietary & Confidential.

OneTrust

Exhibit A

Contracting Entities Table

If Customer is domiciled in:	Then the OneTrust contracting entity is:	Notices to OneTrust shall be sent to the following address with a copy to legal@onetrust.com:	Governing Law and Exclusive Jurisdiction are:
North America (excluding Canada) or South America	OT Technology, Inc.	505 North Angier Avenue NE Suite 9000 Atlanta, GA 30308	Laws of the State of Georgia, US under the jurisdiction of the Courts of Atlanta, Georgia.
Canada	OneTrust Canada Inc.	3400, 350 – 7th Avenue SW Calgary, AB T2P 3N9	Laws of the Province of Alberta and the federal laws of Canada applicable therein, under the jurisdiction of the Courts of the Province of Alberta
UK, Guernsey, or Jersey	OneTrust Technology Ltd.	82 St John Street, London, England, EC1M 4JN	Laws of England and Wales under the jurisdiction of the Courts of England and Wales.
Europe, the Middle East, or Africa (except UK, Guernsey, and Jersey)	OT Technology Spain S.L.U.	Pl. Pablo Ruiz Picasso, 11, Planta 3, 28020 Madrid, España (Spain)	Laws of England and Wales under the jurisdiction of the Courts of England and Wales.
Australia or New Zealand	OT (Australia) Pty Ltd	505 North Angier Avenue NE Suite 9000 Atlanta, GA 30308	Laws of England and Wales under the jurisdiction of the Courts of England and Wales.
Asia Pacific (except Australia and New Zealand)	OT Technology, Inc.	505 North Angier Avenue NE Suite 9000 Atlanta, GA 30308	Laws of the State of Georgia, US under the jurisdiction of the Courts of Atlanta, Georgia.

1. If a OneTrust contracting entity that is not listed in the Contracting Entities Table is specified in an Order Form, notices shall be sent to that entity at 505 North Angier Avenue NE, Suite 9000, Atlanta, GA 30308, with a copy to legal@onetrust.com, and governing law and exclusive jurisdiction shall be the Laws of the State of Georgia, US under the exclusive jurisdiction of the Courts of Atlanta, Georgia.
2. For the avoidance of doubt, if an Order Form specifies a different OneTrust contracting entity than would otherwise apply based on the Customer's domicile, then (a) "OneTrust" shall mean the entity specified in the Order Form, and (b) the applicable columns for notices, governing law, and exclusive jurisdiction listed in the Contracting Entities Table based on the OneTrust contracting entity specified in the Order Form shall apply.

Copyright © 2026 OneTrust LLC. Proprietary & Confidential.