

Order Form

QUOTE EXPIRY DATE:
ACCOUNT REPRESENTATIVE:
TERM START DATE:
TERM END DATE:

BILLING FREQUENCY:
PAYMENT TERMS:
TERM (MONTHS):

Customer	
Company Name:	
Registration No:	
Contact Name:	
Email:	
Address:	

Finance Contact	
Contact Name:	
Email:	
Telephone:	
Address:	

Product	Unit of Measurement	Quantity	Price Per Unit of Measurement	Annual Total	Total
Total Order					

ADDITIONAL TERMS AND CONDITIONS

- 1 SERVICE TERMS. The My1Login Service is purchased on a Price per Unit of Measurement as set forth below:

Users per Month is a per-User subscription basis and Customer may authorise no more than the number of Users specified above. In addition, (i) the number of Users purchased may not be decreased during the Term, (ii) additional Users may be added during the then-current Term at the same pricing as that for the pre-existing Users thereunder, prorated for the remainder of the Term in effect at the time the additional Users are added, and (iii) the added Users shall terminate on the same date as the then current Term. User subscriptions are for named Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require on-going use of the Service.

- 2 PAYMENT TERMS. Customer will be invoiced in advance at the frequency and the payment terms set forth above for the amount(s) outlined above ("Fees"). Fees shown above do not include any Taxes that may apply. Any such Taxes are the responsibility of the Customer. Except as otherwise specifically provided in this Agreement, all Fees paid to My1Login hereunder are non-refundable and all subscriptions purchased herein are non-cancellable.

- 3 LICENSE TERMS. This Order Form is entered into as of the date last signed below (the "Effective Date") between My1Login Limited, a company incorporated in England and Wales with registration number 6361491 and whose registered office is at 3rd Floor, 207 Regent Street, London W1B 3HH ("My1Login"), and the Customer listed above ("Customer"). This Order Form incorporates and is subject to the terms set forth in the My1Login License Agreement attached hereto which contains, among other things, warranty disclaimers, liability limitations and use limitations. To the extent that the terms of the My1Login License Agreement are in conflict with the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. The parties' authorised signatories have duly executed this Order Form as of the Order Form Effective Date:

MY1LOGIN LIMITED:

CUSTOMER:

Signature :

Signature :

Name:

Name:

Title:

Title:

Date:

Date:

My1Login Limited
LICENSE AGREEMENT

PLEASE READ THIS LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE SERVICE OFFERED BY MY1LOGIN LIMITED ("MY1LOGIN"). THE TERMS OF THIS AGREEMENT GOVERN YOUR USE OF MY1LOGIN'S SERVICE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE MY1LOGIN'S SERVICES. BY ACCEPTING THESE TERMS BELOW, BY USING MY1LOGIN'S SERVICES IN ANY MANNER, OR BY SIGNING AN ORDER FORM, YOU AND THE ENTITY YOU REPRESENT ("CUSTOMER") AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1 Definitions.

- 1.1 "Customer Data" means all electronic data submitted by Customer to the Service.
- 1.2 "Documentation" means My1Login's user guides and other end user documentation for the Service available on My1Login's support services portal or as part of the online help feature of the Service, as updated by My1Login from time to time.
- 1.3 "Order Form" means the ordering document, including without limitation purchase orders and statements of work, in a format specified by My1Login, pursuant to which Customer shall place orders for the Service or Professional Services to be provided by My1Login under this Agreement. Order Forms shall include, without limitation, the Service ordered, capacity licensed (i.e. the number of Users, etc.), pricing, bill to, sold to, and the Term of the order. Order Forms shall be subject solely to and incorporate by reference to the terms of this Agreement.
- 1.4 "Professional Services" means technical, consulting, education and support services provided by My1Login in connection with the Service. Professional Services shall not include the Service.
- 1.5 "Service" means the on-line, web-based identity and access management services provided by My1Login, and related materials provided by My1Login for Customer's use as part of the Service, as specified on an Order Form and including one branded user portal. The Service shall not include the Professional Services.
- 1.6 "Term" means the period identified on an Order Form, or on a renewal document, during which Customer's Users are authorised to use or access the Service pursuant to the terms set forth in this Agreement, subject to Section 11 below.
- 1.7 "Users" means individuals who are authorised by Customer to use the Service, for whom a subscription to the Service have been procured. Users may include but are not limited to Customer's and Customer's affiliates' employees, consultants, contractors and agents. Users shall be bound by obligations and restrictions consistent with this Agreement.

2 Provision of Service.

- 2.1 License. Subject to compliance with the provisions of this Agreement and the applicable Order Form, My1Login grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable license during the Term to allow its Users to access and use the Service in accordance with the Documentation supplied by My1Login, solely for Customer's internal business purposes. Customer's rights in the Service will be limited to those expressly granted in this Section 2, and My1Login reserves all other rights, title, and interest therein.
- 2.2 Restrictions. Customer is responsible for all activities conducted under its and its Users' logins on the Service. Customer shall use the Service in compliance with applicable law and shall not: (i) 1
- 2.3 copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Service, or any part thereof, or use them for the benefit of any third party, or make them available to anyone other than its Users; (ii) send or store infringing or unlawful material; (iii) send or store viruses, worms, time bombs, Trojan

horses and other harmful or malicious code, files, scripts, agents or programs; (iv) attempt to gain unauthorised access to, or disrupt the integrity or performance of, the My1Login Service or the data contained therein; (v) directly or indirectly modify, copy or create derivative works based on the Service, or any portion thereof; (vi) access the Service for the purpose of building a competitive product or service or copying its features or user interface; or (vii) directly or indirectly delete, alter, add to or fail to reproduce in and on the Services the name of My1Login and any copyright or other notices appearing in or on the My1Login Service or which may be required by My1Login at any time.

- 3 Security; Service Levels; Support. My1Login shall: (i) maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer data; (ii) provide support for the Service to Customer during the Term; (iii) provide Customer with 99.9% availability to the Service in accordance with My1Login's then current Service Level Agreement; and (iv) upon Customer's request, no more than once per year, provide Customer with a copy of My1Login's most recent third party annual audit report.
- 4 Confidentiality. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Customer Data, the My1Login technology, related benchmark or other similar test results, other technology and technical information, security information, security audit reports, product designs, business and marketing plans, and business processes. Confidential Information (except for Customer Data) shall not include, or shall cease to include, as applicable, information or materials that (a) were generally known to the public on the Effective Date; (b) become generally known to the public after the Effective Date, other than as a result of the act or omission of the Receiving Party; (c) were rightfully known to the Receiving Party prior to its receipt thereof from the Disclosing Party; (d) are or were disclosed by the Disclosing Party generally without restriction on disclosure; (e) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (f) are independently developed by the Receiving Party as shown by documents and other competent evidence in the Receiving Party's possession. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting

such Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance.

- 5 Ownership. Except for the rights expressly granted under this Agreement, all right, title and interest in and to the Customer Data is owned exclusively by Customer. Except for the rights expressly granted under this Agreement, My1Login retains all right, title, and interest in and to the Service, Professional Services, (and all other products, works, and other intellectual property created, used, or provided by My1Login for the purposes of this Agreement). My1Login shall be permitted to use any data generated in connection with the Service (e.g., types of web applications utilised), provided, however, in the event My1Login provides such data to third parties, it shall be anonymised and presented in the aggregate so that it cannot be linked specifically to a Customer or a User. The foregoing shall not limit in any way My1Login's confidentiality obligations pursuant to Section 4 above. Customer shall, and hereby does, grant My1Login a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use, or incorporate into the Service and Professional Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Service (collectively "Feedback"). My1Login shall have no obligation to incorporate any Feedback into the Service or Professional Services. Customer shall have no obligation to provide any Feedback.
- 6 Delivery, Fees and Taxes. Customer agrees that the Service purchased hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by My1Login regarding future functionality or features. Customer shall pay My1Login the fees set forth on the applicable Order Form ("Fees") in accordance with the terms and conditions set forth in this Agreement and the Order Form. If not otherwise specified on an Order Form, Fees will be due within thirty (30) days of date of invoice. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to My1Login hereunder are non-refundable. If Customer fails to pay any amounts due under this Agreement by the due date, My1Login will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all amounts due; provided that My1Login will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue. Unless otherwise stated, Fees do not include any local, state or foreign taxes, levies, duties or similar governmental assessments of any nature, including value added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on My1Login's net income or property), even if such amounts are not listed in the Order Form. The limitations set forth in Section 8 shall not apply to Customer's payment obligations under this Section 6.

- 7 Warranty.
- 7.1 Warranty. Subject to Section 7.2 below, My1Login warrants that: (a) the Service shall perform materially in accordance with the applicable Documentation, (b) all Professional Services shall be performed in a professional and workmanlike manner, commensurate with industry standards for like services, and (c) My1Login will employ then-current industry standard measures to test the Service to detect and remediate viruses, Trojan horses, worms, logic bombs, or other harmful code or programs whose effect is to negatively impact the operation or performance of the Service (other than programs that prevent Customer's use after the applicable Term or inconsistent with this Agreement). As Customer's exclusive remedy and My1Login's entire liability for a breach of the warranties set forth in Sections 7.1(a) and (c), My1Login shall use commercially reasonable efforts to correct the non-conforming Service, and in the event My1Login fails to successfully correct the Service within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Service and receive an immediate refund of any prepaid, unused Fees for the nonconforming Service. As Customer's exclusive remedy and My1Login's entire liability for a breach of the warranty set forth in Section 7.1(b), My1Login shall re-perform the non-conforming Professional Services at no additional charge, and in the event My1Login fails to successfully re-perform the Professional Services within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable statement of work and receive an immediate refund of any and all amounts paid for such nonconforming Professional Services.
- 7.2 Exclusions. The warranties set forth in Section 7.1 are made to and for the benefit of Customer only. Such warranties shall only apply if (a) the applicable Service has been utilised in accordance with the Documentation, this Agreement and applicable law and (b) no modification, alteration or addition has been made to the applicable Service by persons other than My1Login.
- 7.3 Disclaimer. EXCEPT AS SET FORTH IN SECTION 7.1, THE SERVICE, PROFESSIONAL SERVICES AND OTHER SUBJECT MATTER OF THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. MY1LOGIN, ITS LICENSORS AND SUPPLIERS SPECIFICALLY DISCLAIM ALL (AND HAVE NOT AUTHORISED ANYONE TO MAKE ANY) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE SERVICE, PROFESSIONAL SERVICES, OTHER SUBJECT MATTER OF THIS AGREEMENT AND WITH RESPECT TO THE USE OF THE FOREGOING THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, EXCEPT FOR THE WARRANTIES SET FORTH UNDER SECTION 7.1. NEITHER MY1LOGIN NOR ITS LICENSORS AND SUPPLIERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR PROFESSIONAL SERVICES OR THAT THE SERVICES OR PROFESSIONAL SERVICES WILL BE

ERROR-FREE, UNINTERRUPTED OR AVAILABLE AT ANY GIVEN TIME.

8 Limitation of Liability.

8.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY; LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF OR DAMAGE TO GOODWILL, LOSS OF SAVINGS, OR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE.

8.2 THE ANNUAL AGGREGATE LIABILITY FOR ALL DEFAULTS RESULTING IN DIRECT LOSS, DESTRUCTION, CORRUPTION, DEGRADATION OR DAMAGE TO THE BUYER DATA OR THE BUYER PERSONAL DATA OR ANY COPY OF SUCH BUYER DATA, CAUSED BY THE SUPPLIER'S DEFAULT UNDER OR IN CONNECTION WITH A CALLOFF CONTRACT SHALL BE SUBJECT TO THE FINANCIAL LIMITS SET OUT IN THE ORDER FORM.

8.3 NOTHING IN THIS AGREEMENT SHALL HAVE EFFECT SO AS TO LIMIT OR EXCLUDE A PARTY'S LIABILITY FOR (A) FRAUD INCLUDING FRAUDULENT MISREPRESENTATION, OR (B) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR (C) ANY OTHER LIABILITY THAT CANNOT BE LAWFULLY EXCLUDED OR LIMITED.

9 Indemnification.

9.1 My1Login Indemnification Obligation. Subject to Section 9.3, My1Login will defend Customer from any and all claims, demands, suits or proceedings brought against Customer by a third party alleging that the Service or Professional Services, as provided by My1Login to Customer under this Agreement infringe any U.S. patent, copyright, or trademark or misappropriate any trade secret of any third party (each, an "Infringement Claim"). My1Login will indemnify Customer for all damages and/or costs (including but not limited to, reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by My1Login, in connection with an Infringement Claim. In the event of any such Infringement Claim, My1Login may, at its option: (i) obtain a license to permit Customer the ability to continue using the Service; (ii) modify or replace the relevant portion(s) of the Service with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate this Agreement as to the infringing Service and refund to Customer any prepaid, unused Fees for such infringing Service hereunder. Notwithstanding the foregoing, My1Login will have no liability for any infringement claim of any kind to the extent that it results from: (1) modifications to the Service made by a party other than My1Login; (2) the use of the Service with equipment, devices, data or software provided by Customer; (3) My1Login's compliance with any specifications or requirements provided by Customer; or (4) Customer's use of the Service other than in accordance with this Agreement. The indemnification obligations set forth in this Section 9.1 are My1Login's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third party intellectual property rights of any kind.

9.2 Customer Indemnification Obligation. Subject to Section 9.3, Customer will defend My1Login from any and all claims, demands, suits or proceedings brought against My1Login by a third party alleging infringement of a

third party's rights arising from Customer's use of the Service or provision of the Customer Data in violation of applicable law. Customer will indemnify My1Login for all damages and/or costs (including but not limited to, reasonable legal fees) awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Customer. The indemnification obligations set forth in this Section 9.2 are Customer's sole and exclusive obligations, and My1Login's sole and exclusive remedies, with respect to infringement or misappropriation of third party intellectual property rights of any kind.

9.3 Indemnity Requirements. The party seeking indemnity under this Section 9 ("Indemnitee") must give the other party ("Indemnitor") the following: (a) prompt written notice any claim for which the Indemnitee intends to seek indemnity, (b) all cooperation and assistance reasonably requested by the Indemnitor in the defence of the claim, at the Indemnitor's sole expense, and (c) sole control over the defence and settlement of the claim, provided that (i) the Indemnitee may participate in the defence of the claim at its sole expense, and (ii) the Indemnitor may not, without the prior written consent of the Indemnitee, enter into a settlement to the extent such settlement restricts the business or operations of Indemnitee except for settlements entered into by My1Login that restrict Customer's right to continue use of the allegedly infringing Service.

10 No Endorsement; Customer Mention.

10.1 No Endorsement. NO ENDORSEMENT OF OR PARTICIPATION BY ANY THIRD PARTY SHOULD BE INFERRED DUE TO ANY REFERENCE TO THAT THIRD PARTY OR INCLUSION OF DATA RELATING TO THAT THIRD PARTY IN CONNECTION WITH THE SERVICES AND PROFESSIONAL SERVICES. The Service and Professional Services may allow Customer to interface with a variety of third party software and services obtained separately by Customer ("Third Party Services"). My1Login is not responsible for the operation or functionality of such Third Party Services. While My1Login may, in its sole discretion, configure the Service to interoperate with various Third Party Services, (i) My1Login cannot and does not guarantee that the Service shall interoperate (or continue to interoperate) with any particular Third Party Service, and (ii) My1Login's obligations described in this Agreement shall not extend to any Third Party Services.

10.2 Customer Mention. Notwithstanding any other term to the contrary, My1Login may publicly disclose that Customer is a customer of the Service and may use Customer's name and logo to identify Customer as an My1Login customer, including on My1Login's public website. Any use shall be subject to My1Login complying with any written guidelines that Customer may deliver to My1Login regarding the use of its name and logo.

11 Term; Renewals; Termination.

11.1 Term, Renewals. This Agreement shall commence on the first day of the Term and will automatically renew for additional periods of one year, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

11.2 Termination. Either party may terminate this Agreement by written notice to the other party in the event that such other party materially breaches this Agreement and

does not remedy such breach within fifteen (15) days of such notice. Upon termination, the rights and licenses granted to Customer hereunder shall terminate immediately. The sections titled "Definitions," "Restrictions," "Confidentiality," "Ownership," "Fees and Taxes," "Warranty Disclaimer," "Limitation of Liability," "Indemnification," "No Endorsement," "Term; Termination," and "General" shall survive any termination or expiration of this Agreement.

12 General

- 12.1 Assignment. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer or My1Login without the other party's prior written consent which shall not be unreasonable withheld or delayed, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, either party may freely assign this Agreement in its entirety (including all Order Forms), upon notice and without the consent of the other party, to its successor in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets.
- 12.2 Controlling Law and Severability. This Agreement will be governed by and shall be construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over any and all disputes arising out of or in connection with it. The parties hereby irrevocably waive any and all claims and defenses either might otherwise have in any such action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar claim or defense. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 12.3 Notices. All notices hereunder shall be in writing via certified mail, return receipt requested, and shall be deemed to have been duly given upon (i) personal delivery, (ii) five (5) days after sending, if sent by domestic mail; (iii) seven (7) days after sending, if sent by international mail, (iv) two (2) days after deposit with a recognised courier with next-day delivery instructions, or (v) posting a notice in the Administrative instance of Customer's account.
- 12.4 Force Majeure. If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a party or its subcontractors, the party so affected shall be excused from such performance to the extent of such prevention or restriction. Examples include without limitation, (a) changes or clarifications in applicable law, (b) judgments, court orders or the like, (c) electrical, bandwidth, networking, transmission or Internet-related shortages or failures, (d) computer viruses or computer-related attacks, (e) natural disasters or (f) acts of terrorism.
- 12.5 Equitable Relief. Due to the unique nature of the parties' Confidential Information disclosed hereunder, there can be no adequate remedy at law for a party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching party.

Therefore, upon any such breach or threat thereof, the party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

- 12.6 Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint ventures or partners for any purpose.

12.7 Data Protection/GDPR

- 12.7.1 "Data Protection Legislation" is defined as: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- 12.7.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12.7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 12.7.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and My1Login is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 12.7.4 Without prejudice to the generality of clause 12.7.2, My1Login shall, in relation to any Personal Data processed in connection with the performance by My1Login of its obligations under this agreement:
- 12.7.4.1 process that Personal Data only on the written instructions of the Customer unless My1Login is required by the laws of any member of the European Union or by the laws of the European Union applicable to My1Login to process Personal Data ("Applicable Laws"). Where My1Login is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, My1Login shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit My1Login from so notifying the Customer;
- 12.7.4.2 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 12.7.4.3 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained;
- 12.7.4.4 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 12.7.4.5 notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 12.7.4.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the

Customer on termination of the agreement unless required by Applicable Law to store the Personal Data;

12.8 Entire Agreement. This Agreement together with the Order Form(s) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the parties hereto and related to the subject matter hereof are expressly canceled. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties hereto. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (other than with regard to capacity licensed, Term, Service, bill to, ship to, pricing) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.