



## OneTrust Terms of Service

These OneTrust Terms of Service (“**Terms**”) apply to my.OneTrust.com (or any successor support website provided by OneTrust) (“**OneTrust Support Portal**”) and any other website provided by OneTrust LLC and its affiliates (collectively, “**OneTrust**”) available for general viewing and use. These Terms apply (but application is not limited) to all content, services, underlying source files, indexes and databases, Documentation, and other features offered as part of any OneTrust website referenced above (collectively “**Site**”).

By accessing, browsing, or using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you accept these 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, or if you do not unconditionally agree to these Terms, you, the company, and its Affiliates have no right to use the Site. These Terms may be changed by OneTrust with or without notice. Continued use of this Site following any change constitutes your acceptance of the change. If you do not accept these terms in full, you must not use this Site.

### 1. DEFINITIONS.

“**Affiliate**” means, with respect to a Party, any corporation or other business entity Controlled by, Controlling or under common Control with that Party, whereby Control means (i) the direct or indirect ownership of more than 50% (fifty percent) of the equity interest in such corporation or business entity, or (ii) the ability in fact to control the management decisions of such corporation or business entity.

“**Interface Materials**” means any application programming interface (“**API**”) and/or command line interface tool and related user documentation or software development environment provided by OneTrust to Customer via the Site.

“**Customer**” means the company or other legal entity, including any Affiliates, on behalf of which you accept these Terms.

“**Documentation**” means the OneTrust User Guide, written release notes, implementation guides, and any other technical documentation accessible through the Site.

“**Intellectual Property Rights**” means all intellectual property rights throughout the world, including: (a) patents, disclosures of inventions (whether or not patentable), patent applications, reissues, reexaminations, utility model rights and design rights (registered or otherwise), and registered or other industrial property rights, (b) trademarks, service marks, corporate names, trade names, Internet identifiers, trade dress, and other similar designations of source or origin together with the goodwill symbolized by any of the foregoing, (c) copyrights, moral rights, design rights, database rights, data collections, and other sui generis rights, (d) trade secrets or other proprietary rights in confidential information or technical, regulatory and other information, designs, results, techniques, and other know-how, and (e) applications, registrations, and renewals for, and all associated rights with respect to, any of the foregoing in any part of the world.

“**OneTrust User Guide**” means the most current user specification for the Products available in the OneTrust Support Portal.

“**Products**” refers to OneTrust’s proprietary software products (or parts thereof, as applicable).

### 2. LIMITED LICENSE.

OneTrust grants to Customer a perpetual, revocable, non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free right and license to access and use the Site for Customer’s internal business or compliance purposes in furtherance of its use of Products. OneTrust may (a) change, suspend, or discontinue any aspect of the Site at any time, including the availability of any feature, database, or content and (b) impose limits on certain features and services or restrict access to parts or all of the Site without notice or liability. OneTrust does not have any obligation to provide any maintenance or support for the Site or to fix any errors or defects. If OneTrust in its discretion provides any updates, modifications, enhancements or other new releases to the Site, they will be deemed to be included within the definition of the Site.

### 3. INTERFACE LICENSE.

OneTrust grants to Customer a perpetual, revocable, non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free right and license to use the Interface Materials (and make calls to the applicable API’s) in order to develop, market, license and implement software integrations and applications (“**Product Integrations**”) to integrate with Products. Customer shall use the Interface Materials in accordance with any technical guidelines and policies provided (or otherwise made available) to Customer by OneTrust from time to time relating to the Interface Materials. Customer shall retain and own all rights, title and interest in the Product Integrations Customer develops but excluding Interface Materials used in the development of the Product Integrations.

Customer (i) authorizes OneTrust on a non-exclusive, worldwide, sub-licensable, perpetual, and royalty-free basis to: distribute, reproduce, display, analyze, and use the Product Integrations in connection with integrating and marketing the Products and (ii) grants to users of Products a nonexclusive, worldwide, and perpetual license to reproduce and use the Product Integrations.

The Interface Materials may contain or be provided with components subject to the terms and conditions of “open source” software licenses (“**Open Source Software**”). To the extent applicable, OneTrust will identify Open Source Software included in the Interface Materials. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of these Terms with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

### 4. RESTRICTIONS.

Customer shall not: (a) provide access to the Site to any third party or otherwise permit a third party to use or benefit from the Site, (b) copy, modify, or reverse engineer the Site 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 or export the Site: (i) in breach of any applicable laws, regulations, embargoes, or restrictive measures; or (ii) to any country for which the United States or any other government, at the time of export requires an export license or other governmental approval, without first obtaining such license or approval, (d) access, store, or transmit any viruses, spam, or duplicative messages, or any material that is unlawful, abusive, obscene, or harmful, (e) 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 Site, or (f) use the Site: (i) to try to gain unauthorized access to any service, device, data, account or network or (ii) in a manner that infringes Intellectual Property Rights. OneTrust shall not be responsible for any use of third-party software or systems accessed from the Site. Except to the extent caused by a breach of the Terms by OneTrust, Customer is responsible for all activity occurring under Customer's user accounts. Customer shall hold OneTrust harmless and indemnify them for all claims, losses, damages, liabilities, costs (including legal fees) and expenses arising out of or relating to Customer's violation of these Terms.

#### **5. LIMITATION OF COMPLIANCE, NO LEGAL ADVICE.**

Each party is responsible for its own compliance with applicable laws. The Site, Products, Interface Materials, materials, or information provided by OneTrust are not intended, and should not be taken, as legal advice.

#### **6. DISCLAIMERS.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONETRUST DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS OR OTHER TERMS OF ANY KIND, 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, AND ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND ARISING OUT OF OR ANY WAY WITH RESPECT TO ANY PRODUCTS, PRODUCT INTEGRATIONS, MARKS, INTERFACE MATERIALS OR THE SITE (INCLUDING (A) ANY ERRORS IN OR OMISSIONS FROM THE SITE, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (C) THE UNAVAILABILITY OF THE SITE OR ANY PORTION THEREOF, OR (D) YOUR OR CUSTOMER'S USE OF THE SITE), OR OTHERWISE IN CONNECTION WITH THE TERMS (ALL OF WHICH ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS).

#### **7. LIMITATION OF LIABILITY AND DAMAGES.**

ONETRUST, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSIONS, AND ASSIGNS SHALL NOT BE LIABLE: (1) WITH RESPECT TO ANY SUBJECT MATTER RELATING TO OR ARISING OUT OF THESE TERMS AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY, WITH RESPECT TO ANY SUBJECT MATTER RELATING TO THE TERMS, INCLUDING FOR ANY DAMAGE CAUSED IN ANY PART BY YOUR OR CUSTOMER'S USE OF THE SITE, YOUR OR CUSTOMER'S RELIANCE ON THE INFORMATION CONTAINED IN THE SITE, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE ONETRUST'S LIABILITY WITH RESPECT TO SUCH SUBJECT MATTER SHALL NOT EXCEED \$1,000.00; NOR (2) FOR ANY: (A) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (B) LOSS OF REVENUES; (C) LOSS OF PROFITS; OR (D) LOSS OR INACCURACY OF DATA, IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THESE TERMS OR THE SITE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY.

#### **8. CONFIDENTIALITY AND PROPRIETARY INFORMATION.**

Customer may receive Confidential Information of OneTrust and Customer shall keep all such Confidential Information confidential and protect it by using the same level of care and discretion that Customer uses with respect to its own confidential information, which will be in no case less than reasonable care and discretion. Customer shall not disclose Confidential Information to any third party. Customer shall not use Confidential Information for any purpose other than as necessary to exercise rights or fulfill obligations under the Terms. Without limiting the foregoing, Customer may disclose Confidential Information to a government authority if that disclosure is: (a) required by law or (b) necessary to exercise its rights or perform its obligations under and in accordance with the Terms. "Confidential Information" means business information of a confidential or proprietary nature (including trade secrets and information of commercial value), including without limitation, the Site, Interface Materials, pricing, software, software code and underlying technical or business information (including any benchmarking or comparative study or analysis involving the Site or Products), which relates to OneTrust; provided, however, that Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of Customer; (ii) was in Customer's lawful possession prior to the disclosure and had not been obtained by Customer either directly or indirectly from OneTrust; (iii) is lawfully disclosed to Customer by a third party without restriction on disclosure; or (iv) is independently developed by Customer. On OneTrust's request, Customer shall, promptly return or, to the extent commercially and technically feasible, destroy all Confidential Information in its possession and certify such destruction in writing.

#### **9. DATA PROTECTION.**

Your privacy is very important to OneTrust. To read OneTrust's Privacy Notice in its entirety, please visit <http://www.onetrust.com/privacy-notice/> (or such successor URL as OneTrust designates) to understand how OneTrust collects, manages, process, secures and stores your private information.

#### **10. INTELLECTUAL PROPERTY.**

OneTrust or its third-party licensors own all Intellectual Property Rights embodied in the Site, Marks, Interface Materials, and Products provided by OneTrust including all modifications or derivatives thereof. No rights are granted to Customer other than as expressly set forth in the Terms, regardless of whether Customer accessed the Site directly or through a third-party website. OneTrust does not convey any Intellectual Property Rights other than those expressly provided herein.

OneTrust shall be the sole owner of any newly-developed Intellectual Property Rights related in any way to the Site, Interface Materials, or Products. The Customer hereby assigns to OneTrust any of these newly-developed Intellectual Property Rights that result from Customer's requests, feedback, or ideas ("Feedback"). Nothing in the Terms has the intent or purpose of limiting the rights of OneTrust in developing, marketing, and/or commercializing any

product and/or service which competes with Customer's products and/or services, provided always that any competing product and/or service shall not infringe Customer's intellectual property rights.

#### **11. CONTENT.**

If you post any data, applications, files, information, or other content ("Content") on the Site, you are responsible for all Content and shall hold OneTrust harmless and indemnify it for all claims, losses, damages, liabilities, costs (including legal fees) and expenses arising out of or relating to the Content. Content shall remain your property, provided that, by posting Content on the Site, you grant OneTrust an irrevocable, perpetual, non-exclusive right and permission to copy, transmit, publish, post, broadcast, display, modify, reproduce, encode, store, publicly perform, adapt, create derivative works of, exhibit, and otherwise use your Content, including Feedback.

#### **12. MARKS AND COPYRIGHT.**

Any of OneTrust's name, trademarks, service marks, logos, and related marks (the "Marks") are property of OneTrust. This Site contains proprietary material of OneTrust (or its licensors, as applicable) which is protected by copyright, trademark, and other U.S. and international intellectual property laws and conventions. All goodwill resulting from use of Marks will inure solely to OneTrust.

The Site is also protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other applicable laws. Customer shall maintain the copyright notices that appear on any materials relating to the Site.

#### **13. RELATIONSHIP.**

The Terms shall not create an agency, partnership, joint venture, or any other form of legal association, and neither party may represent itself as an agent, partner, or joint venture of the other or otherwise incur any obligation or liability on behalf of the other party.

#### **14. NONASSIGNABILITY.**

Except for an assignment by OneTrust to a wholly owned Affiliate, neither the rights nor the obligations arising under the Terms 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.

#### **15. GENERAL.**

The Terms and any dispute or claim (including non-contractual disputes or claims) arising under or in connection with the Terms, their subject matter, or formation shall be governed by and construed in accordance with the governing laws of Georgia, USA and will be resolved under the exclusive jurisdiction of the Courts of Atlanta, Georgia, USA. The Parties consent to the exclusive jurisdiction of such court and waive any personal jurisdiction or venue defenses otherwise available. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded and will not apply to the Terms. In any action to enforce the Terms, the prevailing party will be entitled to reasonable costs and attorneys' fees actually incurred. No claim or action may be brought by either Party against the other Party arising in any way out of the Terms 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.

Each provision of the Terms 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 Terms shall be limited or modified to the minimum extent necessary to make it valid, legal, and enforceable and so that the Terms shall otherwise remain in effect.

The Terms and all related documentation is and will be in the English language and all disputes arising under the Terms shall be resolved in the English language.

The Terms constitutes the entire agreement and understanding between the Parties with respect to the subject matter of these Terms and the Site, superseding all prior or contemporaneous proposals, communications and understandings, oral or written relating to that subject matter, provided these Terms do not supersede any preexisting agreement between the parties governing use of, or any right to, OneTrust products, websites, or services granted under such preexisting agreement, which shall continue to govern such use and rights. 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 Terms. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Terms. Any additional or different terms or conditions proposed by Customer are hereby expressly excluded.

Any waiver of any provision of the Terms 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 Terms by the other Party will not operate as a waiver of any other or subsequent breach by such breaching Party.

The Terms does not confer any right or benefit on any person who is not a Party to it and no one other than a Party to the Terms, their successors and permitted assignees shall have any right to enforce any of the terms of the Terms, except that if applicable law prohibits a party from being indemnified on behalf of an Affiliate, such Affiliate shall be entitled to be indemnified directly pursuant to (and subject to the terms of the Terms). Notwithstanding the foregoing, the consent of an Affiliate shall not be required to amend or terminate the Terms.

Sections 1, 2.3, 2.4, 4, 6, 7, 8, 9, 10, 11, 12, 17, 18, and 19, will survive the termination of the Terms.