

**RAPID RATINGS - SUPPLIER TERMS
(Lot 2b: RM1557.15.2b)**

These Supplier Terms consist of the Supplier License Terms (Annex 1), including the Exhibits thereto, the Supplier Data Processing Agreement (Annex 2) and the Supplier SLA (Exhibit B and Exhibit C to the Supplier Licence Terms, as referenced in Annex 3).

Applicability and order of precedence. These Supplier Terms are incorporated into and form part of the Call-Off Contract. In the event of any inconsistency or conflict between these Supplier Terms and the other provisions of the Call-Off Contract the order of precedence set out in Framework Schedule 6 (Order Form Template and Call-Off Schedules) applies.

Capitalised terms not defined in these Supplier Terms have the meanings given in Joint Schedule 1 (Definitions).

ANNEX 1: SUPPLIER LICENCE TERMS**SUPPLIER SUBSCRIPTION SERVICES TERMS****SECTION 1. DEFINITIONS.**

1.1 "Call-Off Contract" the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form (including these Supplier Terms).

1.2 "API Services" means the set of application programming interfaces and related functionality that enables Buyer to obtain information from the Subscription Services.

1.3 "Buyer" means the party purchasing the Services under the Call-Off Contract, as identified on the applicable Order Form.

1.4 "Documentation" means the user manuals, standard policies, training materials, and other materials describing the use and function of the Subscription Services. Documentation does not include the Subscription Reports.

1.5 "Order Form" means the ordering document specifying the Subscriptions Services purchased by Buyer that is signed by Buyer.

1.6 "Party" means either Supplier or Buyer (as the context requires) and "Parties" shall mean both Buyer and Supplier collectively.

1.7 "Supplier" means Rapid Ratings International, Inc., a Delaware corporation, having an address at 86 Chambers Street, Suite 701, New York, New York 10007, USA.

1.8 "Professional Services" has the meaning given to that term in Exhibit C.

1.9 "Subscription Fees" means the fees stated on the applicable Order Form.

1.10 "Subscription Reports" means the reports authored by Supplier and made accessible through the Subscription Service, such as FHR® reports. Subscription Reports does not include the Documentation.

1.11 "Subscription Services" means the Services purchased by Buyer under an Order Form for a number of Users and made available through the Supplier electronic functionality accessible via the internet and telecommunications applications, including applicable Subscription Reports, technical support, solicitation or survey services, API Services, and Documentation, as more fully described in Exhibit B.

1.12 "Subscription Term" means the period of time during which the Buyer may access the applicable Subscription Services as set forth in the applicable Order Form and commencing upon the date specified in the Order Form.

1.13 "Third Party Platform Provider" means the third-party service provider and infrastructure used with the Subscription Services.

1.14 "User" means an individual who is authorized by Buyer to use the Subscription Service and has a login credential. A User may be an employee, contractor, or agent of Buyer.

SECTION 2. SUBSCRIPTION SERVICES.

2.1 Access to Subscription Services and minimum licence. Subject to the terms and conditions of the Call-Off Contract and in consideration of Buyer's payment of the Subscription Fees, Supplier hereby grants Buyer, for the Subscription Term, a non-exclusive, non-transferable, royalty-free licence solely to the extent necessary to access and use the Subscription Services in accordance with the Call-Off Contract. Unless expressly stated otherwise in the Order Form, IPR Option B4 applies and nothing in these Supplier Terms narrows the rights conferred under IPR Option B4. Buyer's access and use under this Section extends only to the number of Users described in the applicable Order Form. Buyer acknowledges that its receipt of the Subscription Services may be contingent upon the completion of any Professional Services in accordance with Exhibit C, and shall provide such information, cooperation and assistance to Supplier in relation to the Professional Services as is required from Buyer under Exhibit C. Nothing in the Call-Off Contract grants Buyer any right to access or use the software used to provide the Subscription Service in object code or source code form.

2.2 Restrictions. Without limitation, Buyer shall not, and shall not permit any third party to:

- (a) use the Subscription Services in a manner not expressly permitted by the Call-Off Contract or in violation of applicable law;
- (b) attempt to access or access data, research, or software services that Buyer is not expressly permitted to access in the Subscription Services or any database owned or maintained by Supplier, such as to access information of third parties without express written authorization or to benchmark or develop a competitive product or service;
- (c) copy, reproduce, distribute, publish, or otherwise make available copies or extracts in any medium of the Subscription Services, except that Users may download, use, and copy Subscription Reports for Buyer's internal (confidential) use only;
- (d) sell, resell, rent, license, sublicense, rent, lease, or otherwise commercialize (such as in a service bureau offering) the Subscription Services;
- (e) use the Subscription Services to store or transmit malicious code (meaning code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses) or transmit malicious code to Supplier;
- (f) decompile, disassemble or reverse engineer any aspect of the Subscription Services or Supplier's software generally (except to the extent that Buyer cannot

by law waive its right to do so); or (g) permit direct or indirect access to or use of any Subscription Service or database owned or maintained by Supplier in a way that circumvents a contractual usage limit, is excessive, or otherwise interferes with Supplier's ability to provide the Subscription Services or other customers' use or enjoyment of the Subscription Services.

2.3 API Services. Buyer's use of the API Services are additionally subject to the provisions of Exhibit A, which is hereby incorporated in its entirety into these Supplier Licence Terms.

2.4 Users. Buyer shall have the right to increase the number of Users by providing Supplier with written notice and paying the additional Subscription Fees set forth on the applicable Order Form. At Supplier's option, Supplier reserves the right to prorate a new User for the portion of a Subscription Term remaining at the time a new User was added, such that any added User access will terminate or expire on the same date as a prior User group. Buyer will be responsible for each User's, and for its other employees' and contractors', compliance with these Supplier Terms and the Call-Off Contract. It is Buyer's responsibility to monitor credentials, password usage, and otherwise prevent unauthorized access to or use of the Subscription Services and to promptly notify Supplier if unauthorized access or use is detected or suspected.

2.5 Monitoring and Audit Rights. Supplier reserves the right to use tracking software and similar technology that automatically collects information about Buyer's use of the Subscription Services to ensure Buyer's compliance with the restrictions in these Supplier Licence Terms and to confirm the access to the Subscription Service does not exceed the purchased number of Users. Subject to the other terms of the Call-Off Contract: if Supplier reasonably determines that Buyer used the Subscription Services in excess of its number of purchased Users or otherwise in excess of its rights hereunder, Supplier may invoice Buyer for such overuse and Buyer will promptly pay such invoice; and, in addition, if such overuse exceeds five percent (5%) of the number of purchased Users, Buyer will reimburse Supplier's reasonable costs (including attorneys' fees and auditors' fees) incurred in conducting the audit.

2.6 Modifications. Supplier reserves the right, in its sole discretion, to amend, change, modify, update, or discontinue any aspect of the Subscription Services at any time without notice to Customer, provided that any such amendments will not result in a material reduction in performance or functionality to the Subscription Services as described in Exhibit B. Supplier reserves the right to implement and update minimum system requirements from time to time, and Buyer acknowledges that it is Buyer's responsibility to maintain reasonably current systems and software to access the Subscription Services. For clarity, nothing in this Section supersedes the warranty provisions of Section 5.

2.7 Affiliates. The Call-Off Contract is between the expressly named Parties identified in the Order Form and except as expressly stated in the Order Form does not extend to any affiliates or subsidiaries of the Parties without the express, written agreement of the Parties.

2.8 Support Services. Support services provided to Buyer under these Supplier Terms, and service levels applicable to the Subscription Services provided under these Supplier Terms are set out in Exhibit B.

SECTION 3. FEES

3.1 Subscription Fees. In consideration for the Subscription Services set forth in the Order Form, Buyer shall pay Supplier the Subscription Fees set forth in the Order Form.

3.2 Payment Terms and Late Payment. Unless stated otherwise in the Order Form, Buyer shall pay all Subscription Fees annually in advance. The obligation to pay and the payment of any interest that Supplier is entitled to charge will not operate to extend any payment due date, and Supplier waives no rights by accepting late payment. Except as otherwise specified in the other terms of the Call-Off Contract, if Buyer fails to make any payment due to Supplier pursuant to the Call-Off Contract, Supplier may require Buyer to pay any reasonable legal fees and costs of collection incurred by Supplier in connection with attempting to collect or collecting such overdue amounts.

3.3 Taxes. Buyer shall pay or, upon receipt of an invoice from Supplier, reimburse Supplier for any taxes that arise from Buyer's use of the Subscription Services, are required to be collected by Supplier, or are imposed on the transactions contemplated by this Agreement; provided, however, that Buyer shall not be responsible for any income taxes or property taxes imposed on Supplier.

3.4 Future Features. Buyer agrees that its purchases and obligations to pay Supplier are not contingent on the delivery of any features or functionality in the future, or made in reliance on any oral or written representations made by Supplier regarding features or functionality that it may add in the future.

SECTION 4. PROPRIETARY RIGHTS.

4.1 Ownership of Intellectual Property Rights; Feedback. Supplier, including Supplier licensors, own all intellectual property rights in and to the Subscription Services. Subject to the limited rights expressly granted in the Call-Off Contract, Supplier, including Supplier licensors, hereby reserve all rights not expressly granted to Buyer, and Buyer will not acquire any such rights, whether by virtue of these Supplier Terms, operation of law, estoppel, or otherwise. Buyer shall not contest, directly or indirectly, the validity or Supplier's ownership of any intellectual property rights in and to the Subscription Services. Buyer shall not do anything that may adversely affect the validity or enforceability of any intellectual property right licensed to or owned by Supplier, including any act, or assistance to any act, that may infringe or misappropriate or lead to the infringement or misappropriation of any such intellectual property right. Buyer hereby irrevocably assigns to Supplier all right, title, and interest in and to any suggestions, enhancement requests, recommendations, or corrections (collectively "Feedback") related to the Subscription Services, and agrees to provide Supplier with any assistance required to document, perfect, and maintain the rights in the Feedback at Supplier's expense. Supplier will not be obligated to compensate or credit Buyer or any third party for such Feedback or hold any Feedback in confidence.

4.2 Enforcement. To the extent practicable, Buyer shall make a good faith attempt to notify Supplier promptly in writing if it has knowledge of a suspected infringement or misappropriation of an intellectual property right of Supplier by a third party, and shall

provide Supplier with a copy of all documents and information relating thereto as long as such production is not proscribed by contract or other reason. Supplier shall have the right, but not the obligation, to take action in its own name to secure the cessation of any infringement or misappropriation of any intellectual property right or to bring an action against an alleged infringer. Buyer shall provide reasonable cooperation with Supplier in Supplier' enforcement of its intellectual property rights. Nothing in this Agreement or otherwise will be construed to impair or limit Supplier' right to enforce its intellectual property rights against any third party.

4.3 Subscription Service Subscription Reports. In the course of using the Subscription Services to generate Subscription Services Subscription Reports, Buyer will provide Supplier with Buyer data including names, contact details and financial information relating to its customers, Suppliers and other third parties ("**Report Data**"). Buyer grants Supplier a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, transferable, sublicensable license to store, host, reproduce, access, use, transmit, create derivative works of and display all Report Data provided to Supplier for use with the Subscription Services Subscription Reports, and this Section 4.3 shall be deemed Customer's prior written consent to use such Report Data for the purposes of the Call-Off Contract.

SECTION 5. REPRESENTATIONS AND WARRANTIES.

5.1 Buyer Warranties. Buyer represents and warrants to Supplier that (i) Buyer has the full right, power, and authority to enter into the Call-Off Contract and perform its obligations under it; (ii) Buyer has not made any prior commitment that is inconsistent with the rights granted to Supplier in the Call-Off Contract; (iii) provision of Buyer data, including any data provided by Buyer licensed from or belonging to a third party, to Supplier for the uses contemplated in this Agreement will not, to Buyer's knowledge, violate the rights of any third party; and (iv) Buyer will comply with all laws, rules, and regulations in its exercise of its rights and performance of its obligations under the Call-Off Contract.

5.2 Supplier Warranties. Supplier hereby represents and warrants to Buyer that (i) Supplier has the full right, power, and authority to enter into the Call-Off Contract and perform its obligations under it; (ii) Supplier has not made any prior commitment that is inconsistent with the rights granted to Buyer in these Supplier Licence Terms; (iii) Supplier will comply with all laws, rules, and regulations in its exercise of its rights and performance of its obligations under these Supplier Licence Terms, and (iv) the Subscription Services will perform substantially in accordance with the description of the Software Services as set out in Exhibit B.

5.3 Disclaimer of Warranties. Rapid Ratings makes no warranties other than those made expressly in the Call-Off Contract (including the Order Form and exhibits thereto), and hereby disclaims any and all implied warranties, including warranties of fitness for a particular purpose, merchantability, and noninfringement. Supplier provides the Subscription Service on an "as is" and "as available" basis. Except to the extent prohibited by law, or to the extent any statutory rights apply that cannot be excluded, Supplier does not represent or warrant that the Subscription Services or any third-party content: (i) will be uninterrupted or free of harmful components; (ii) will be free of defects, inaccuracies, or errors; (iii) will be complete; (iv) is designed to or will meet Buyer's requirements or specifications or enable Buyer to achieve any particular results; or (v) will operate in the hardware or software

configuration used by Buyer. Supplier does not represent or warrant that any component of the Subscription Services dependent on the actions or inactions of a third party, such as a Third-Party Platform Provider, shall occur, nor that any information obtained from any third party in performing any solicitation services under the Subscription Services will be accurate, complete, truthful, or free from defects of any kind. Buyer acknowledges that data used to provide the Subscription Services contains third-party data, and Supplier will not be liable in connection with any third-party data.

SECTION 6. LIMITATIONS OF LIABILITY; DISCLAIMERS.

6.1 Disclaimer of Forward-Looking Statements. The Subscription Services, including the Subscription Reports, may contain forward-looking statements that reflect Supplier's current expectation regarding future events and business developments. The forward-looking statements involve risks and uncertainties. Actual developments or results could differ materially from those projected and depend on a number of factors, some of which are outside Supplier's control.

6.2 Disclaimer of Investment Related Information. Buyer acknowledges that any information provided by the Subscription Service, including the Subscription Reports, is not intended to be a substitute for a financial advisor's or investor's independent assessment of whether to buy, sell, or hold any financial products. Supplier is not an investment advisor. The information provided in the Subscription Service is derived objectively by Supplier from public and non-public information provided to Supplier by Buyer and third parties. If Buyer chooses to use this information in forming the basis for an investment decision, Buyer should use the information in conjunction with other information. Supplier provides no guarantee with respect to the accuracy or completeness of Subscription Services, nor the information or conclusions derived from the them. Supplier will not be responsible or liable for any trading or investment decisions or any other business decision based on the subscription services.

SECTION 7. REMEDIES AND LIABILITY.

[Not Used.]

SECTION 8. SUSPENSION AND TERMINATION.

8.1 Suspension. Supplier may temporarily suspend Buyer access to or use of the Subscription Services if Buyer or Users violate any provision within Section 2.2 (Restrictions) of these Supplier Licence Terms, or if in Supplier's reasonable judgment, the Subscription Services or any component thereof are about to suffer a significant threat to security or functionality. Supplier will provide advance notice to Buyer of any such suspension in Supplier's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Supplier will use reasonable efforts to re-establish the affected Subscription Services promptly after Supplier determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured. Supplier may terminate the Subscription Services under an Order Form if any of the foregoing causes of suspension is not cured within thirty (30) days after Supplier's initial notice thereof. Any suspension or termination by Supplier under this Section shall not excuse Buyer from Buyer's obligation to make payment(s) under the

Call-Off Contract except in relation to any significant threat to security or functionality which is not attributable to an act or omission of Buyer.

SECTION 9. GENERAL.

9.1 Injunctive Relief. Buyer agrees that if it breaches any of its obligations with respect to Supplier's Confidential Information or infringes Supplier's intellectual property rights, it will cause Supplier irreparable injury that cannot be readily remedied in monetary damages in an action at law. Therefore, Buyer agrees that Supplier shall be entitled to obtain, on an expedited basis from any court of competent jurisdiction, and without the requirement of the posting of a bond or other security, immediate injunctive relief to enjoin any such breach or prospective breach or any infringement or prospective infringement. The foregoing will be in addition to, and not in lieu of, such other remedies as Supplier may otherwise have available to it under applicable law.

9.2 Use by U.S. Government. The Subscription Services, including any Feedback or derivatives thereof, made available by Supplier under this Agreement may be subject to export control, procurement, and/or other laws and regulations of the United States and other jurisdictions applicable to government contractors. Buyer agrees to comply with all applicable laws and regulations. Buyer represents that it is not currently debarred, suspended, or proposed for debarment by any government entity, including U.S. federal, state, and local government entity. Buyer specifically acknowledges that it must comply with all applicable export control laws and agrees that it shall not permit Users to access or use any Subscription Services in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

EXHIBIT A

Supplier API Services Terms

Buyer has requested access to Supplier's application programming interface (API) and associated services and software (collectively, "API Services"). The API Services include an API that provides access to Supplier computed ratings and other computed quantitative metrics. The scope of data available using the API Services is as described in API Services Documentation. The API Services will facilitate Buyer's extraction of Subscription Service content and data as defined in the Supplier Licence Terms, the Call-Off Contract and the API Services Documentation. The scope of the Subscription Services, including the Subscription Reports of companies to which Buyer may have access via the API Services, is defined by the applicable Order Form(s).

By accessing or using the API Services, Buyer agrees to these terms and conditions as fully incorporated into the Call-Off Contract (the "API Services Terms"). If there is a conflict between these API Services Terms and the Call-Off Contract, the API Services Terms will control only for the applicable API Services to the extent permitted by the Call-Off Contract. All capitalized terms have the definitions as provided in the Agreement, unless otherwise expressly stated herein.

Section 1. API Services, Limitations.

1.1 API Services. According to the terms and conditions of these API Services Terms and the Agreement, Buyer may access and use the API Services. For clarity, the API Services are provided pursuant to the Subscription Services terms and restrictions in the Agreement and the API Services are provided on a non-exclusive basis.

1.2 Access Limitations. Buyer may allow any employee or contractor to view the API Services. However, any use of any other Subscription Services content, such as Subscription Reports, obtained through access or use of the API Services, is limited to valid Users of Buyer. Buyer will require Users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Agreement including these API Service Terms. Buyer will only access (or attempt to access) the API Services by the means described in the Documentation. If Supplier assigns Buyer any credentials (e.g., client IDs, tokens, etc.), Buyer must use them with the applicable API Services per the Order Form and Documentation. Buyer will not misrepresent or mask either Buyer's or any User's identity or any Buyer's API client identity when using the API Services.

1.3 Data Limitations. Buyer agrees that data provided by Supplier through the API Services is provided on a company by company basis. All API Services queries shall be per permitted frequencies in the API Services Documentation and caching is not permitted, without the written consent of Supplier. Buyer agrees that the API Services facilitate access and use of highly confidential third-party data that must be handled in accordance with the terms of these API Services Terms. Data must also be stored separately in the case of third-party application providers or data aggregators who are acting on behalf of (or contracted by) Buyer to display the API Services. Buyer understands that the API Services provide access to data that is deemed highly confidential by Supplier and third-parties. Buyer further understands that release of this information may irreparably harm Supplier. Buyer will use industry best-practices and comply with any applicable laws related to data security to prevent unauthorized access or use of the data available through the API Services.

1.4 Usage Limitations. Supplier may set, change, and enforce limits on Buyer's use of the API Services (e.g., limiting the number of API requests that Buyer may make in a given interval or the data that is returned), in Supplier's sole discretion. Buyer agrees to not circumvent or disable any such limitations. If Buyer intends to use the API Service beyond the limitations, Buyer must obtain Supplier's express written consent. Supplier may decline such request or condition acceptance on Buyer's agreement to additional terms and/or charges for that use. Supplier may request reasonable information regarding any third-party contractor of Buyer performing integration services or other services related to the API Services. When using the API Services, Buyer will not (and will not allow others acting on Buyer's behalf to): a) sublicense the API Services for use by a third party, b) create an API Application that functions substantially the same as the API Services and offer it for use by third parties, c) perform an action or inaction with the intent of introducing any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature, d) use the API Services to defame, abuse, harass, stalk, or threaten others, in violation of the law or industry self-regulatory rules or principles, e) interfere with or disrupt the API Services or the servers or networks providing the API Services, f) promote or facilitate online gambling, equities or derivatives trading of any kind, g) reverse engineer or attempt to extract the source code of

the API Services, h) copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party any of the API Services content therefrom; i) use the API Services for any activities where the use or failure of the API Services could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems), or i) remove, obscure, or alter any Supplier terms of service or any communications or links to notices of those terms.

Section 2. Buyer Applications.

2.1 API Applications and Monitoring. Buyer may use the API Services content obtained through access or use of the API Services in Buyer applications/user interfaces, where such applications may be created by Buyer, Supplier, or a third party, as applicable ("API Applications"). Buyer agrees that Supplier may monitor use of the API Services and API Applications, for reasons including to ensure quality, improve Supplier products and services, and verify Buyer's compliance with the API Services Terms. Buyer agrees to not interfere with this monitoring. Supplier may use any technical means to overcome any interference Supplier may encounter. For clarity, any provisions from the Call-Off Contract regarding monitoring and audit rights expressly apply to the API Services.

2.2 Privacy Policy. Buyer will comply with all applicable privacy laws and regulations reasonably relating to the API Application including those applying to personally identifying information. Buyer will provide and adhere to a privacy policy for the API Application that clearly and accurately describes what information is collected, how it is used, and that it is shared with third parties (and for what purposes it is shared with third parties), including Supplier if applicable.

2.3 Ownership. By using Supplier API Services, Buyer does not acquire ownership of any rights to the API Services or the content that is accessed through the API Services. Supplier, including Supplier' licensors, own all intellectual property rights in and to the API Services and content. Buyer acknowledges that Supplier may develop products or services that may compete with the API Applications or any other products or services. Some of the software required by or included in Supplier's API Services, or provided in a good-faith effort to assist Buyer (e.g., code stubs, configuration tools), may be offered under an open source license or other license. These licenses constitute separate written agreements, and Buyer should consult the appropriate Documentation. Supplier makes no representation or warranty for any third-party tools. If Buyer provides Feedback regarding the API Services, then Supplier may use such information without obligation to Buyer, per the Agreement. Buyer agrees to not misrepresent the source or ownership of the API Services. When the API Services or data or document content are displayed through any end point device, whether web-based, mobile, print or audio, this content must have the attribution, "All data and analysis provided by Supplier International." and, if the display is visual, the Supplier logo as provided by Supplier. Supplier will work with Buyer to provide logos appropriate for Buyer's delivery endpoint format and user experience. All use by Buyer of Supplier trademarks (including any goodwill associated therewith) will inure to the benefit of Supplier. Buyer shall not remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or

delete any author attributions, legal notices, or other labels of the origin or source of material. Except as expressly stated, these API Services Terms do not grant either party any right, title, or interest in or to the other party's trademarks.

2.4 Linking. The API Services data must be displayed per the API Services Documentation which Supplier reserves the right to update, modify, or change from time to time in accordance with Section 2.6 and the Call-Off Contract, provided that such amendments to the API Services Documentation will not result in a material reduction in performance or functionality to the API Services as described in Exhibit B. Any third-party company name or data point displayed in the API Application using the API Services must be linked to a Supplier client portal. For example, if a link is provided with the Supplier FHR® data point, Buyer will hyperlink the FHR data to the discrete URL provided.

Section 3. Communications.

3.1 Communication of Changes. Supplier may send Buyer notices in connection with use of the API Services. These may contain important API Services changes that Supplier may make at its sole discretion that require action by Buyer for uninterrupted API Services or Subscription Services access. While Supplier will work to ensure Buyer is notified in advance of any such changes, Buyer is responsible for evaluating whether a change affects the API Application. Buyer is solely responsible for evaluating and reacting to these notices. Supplier makes no representation that API Services changes will not affect or disrupt the API Application. Supplier may modify the API Services Terms or Documentation, or any portion thereof, from time to time, to reflect changes to the law or changes to the API Services. Supplier will post notice of modifications to the API Services Terms in the Documentation or in the Buyer portal website. Any changes will not apply retroactively and will become effective no sooner than thirty (30) days after they are posted, except that changes for addressing new functions for API Services or changes made for legal reasons will be effective immediately. If Supplier issues a new version of the API Services, Buyer must update their API Services and Supplier will continue to support and maintain the previous version for no more than six (6) months. If Buyer does not agree to the changes or updates, Buyer should discontinue use of the API Services. Buyer's continued use of the API Services constitutes acceptance of the modified API Services Terms.

3.2 Confidential Communications. Buyer credentials (such as passwords, keys, and client IDs) are intended to be used by Buyer and to identify Buyer's organization (entity), API Application, and other potentially unique or personally identifying information. Buyer will use industry best practices and efforts to keep credentials confidential and to prevent and discourage other API clients from using Buyer's credentials. Supplier' communications to Buyer and Supplier' API Services contain Supplier Confidential Information, pursuant to the Agreement. Buyer understands that the API Services and data and document content contain Confidential Information, and loss or misuse of such Confidential Information may cause irreparable harm to Supplier, Buyer, or third-party entities.

3.3 Reporting Requirements. Buyer is responsible for providing reports to Supplier that disclose the usage of the API Services ("Reporting Requirements") upon the request of Supplier. The Reporting Requirements may be met by submission of at least the following information: a) time/date(s) of access/use, b) frequency of access/use, and c) what content

has been accessed. The Reporting Requirements may be automated for delivery of such information to Supplier. The technical details of this procedure and a preferred format for the submission of information will be provided in the API Services Documentation.

Section 4. Warranties, Limitation of Liability.

In addition to the warranties as per the Call-Off Contract, neither Supplier nor its suppliers or distributors make any representations or warranties regarding the API Services or any content accessed through or transmitted to the API Services, the specific functions of the API Services, or their reliability, availability, or security or ability to meet Buyer's needs. The API Services and content are provided "as is" and "as available". Buyer represents and warrants that Buyer will not violate the API Services Terms. The limitations on liability in the Call-Off Contract expressly apply to these API Services Terms.

EXHIBIT B**Subscription Services****1. SUBSCRIPTION SERVICES**

Buyer hereby purchases the following Supplier Subscription Services (if applicable, as noted in the Order Form):

- a. Access and use of the FHR® and associated analysis and reports for a universe of public companies covered by Supplier (the "Public Universe") and a universe of private companies (the "Private Universe"). Associated analysis includes company specific reports which highlight financial strengths and weaknesses, and allows comparison to other companies. Associated analysis also includes portfolio views which present and compare aggregated data for industry segments, geographical segments or custom portfolios. Analysis includes a combination of online dashboards and downloadable reports in PDF or excel format.
- b. Access and use of Supplier Network Outreach Services to obtain Private Universe data through FHR Network or other data entry services. If Customer has selected Network Outreach, Supplier will communicate and solicit financial information from third parties and input the resulting Private Universe data into Supplier systems. Buyer acknowledges that all data access is provided or revoked at the discretion of such third party. Network Outreach services will be conducted in a timeframe to be agreed between the Parties. All Network Outreach and/or survey requests must be submitted to Supplier in writing no less than sixty (60) days before the expiration of the term of this Order Form, unless the Buyer has committed to a renewal. Buyer agrees that time is of the essence with respect to such requests and, therefore, any unused services will expire at the end of the then-current term of this Order Form and will not be carried over into any extension or renewal term.
- c. Access and use of the API Services, per the API Services Terms.

The methodology by which Supplier produces Subscription Services as follows: Subscription Reports are statements of opinion objectively created through the application of Supplier' proprietary software logic to information about an entity from publicly available information, or with respect to private company ratings, information provided by Buyer or a third party. Supplier' software is a proprietary quantitative system that analyzes financial information contained in publicly available company filings made by issuers pursuant to applicable securities laws or private company financial statements provided by Buyer or a third party. Periodically, Supplier randomly selects a small number of public company filings used in the ratings process to test the accuracy of the information provided by the third party(ies) by comparing the information received from the third party to the public filings posted on the relevant governmental websites. Supplier is not responsible for either the accuracy or

completeness of any public filings or any private company financial statements provided by Buyer or a third party. Buyer hereby acknowledges and agrees that Supplier has conducted a reasonable investigation of the factual elements relied upon in determining Subscription Reports, and that Supplier' procedures to verify a company's financial information are reasonable.

2. USER(S)

Subject to Buyer's timely payment of the Subscription Fees and pursuant to the terms and conditions of the Call-Off Contract, the following User(s) are entitled to use and access the Subscription Services:

- a. Primary Users have access to the full suite of online tools, reports and analytics purchased by Buyer, and Primary Users have access to Supplier' Client Success staff via telephone and e-mail Monday through Friday 9am to 7 pm Eastern Time; and
- b. Secondary Users have access to the full suite of online tools, reports, and analytics purchased by Buyer but must channel all Client Success requests through a Primary User.

3. METHOD OF DELIVERY

Supplier Subscription Services will be available via web-based access and remote telecommunications following completion of the Professional Services. In addition, Supplier may deliver Subscription Reports, Documentation, and other documents to Buyer electronically via email, file transfer protocol, or other method, as Supplier deems appropriate.

4. TECHNICAL SUPPORT HOURS

Supplier Client Success team is available Monday through Friday from 9:00 AM to 7:00 PM EST. Supplier will accommodate scheduled calls and sessions outside of these hours to help the Buyer team successfully meet its goals.

5. INCIDENT MANAGEMENT

- a. Incidents can be reported to Supplier Client Support team by calling +1 (646) 233-4563 or emailing support@rapidratings.com. For service availability incidents, we encourage Buyers to both email and call, explaining the number of users affected and the urgency of the issue.
- b. A member of the Supplier Client Support team will triage within an average of two (2) hours during Technical Support Hours to assess the seriousness and urgency of the issue. This includes assigning a turnaround time which is determined from both the urgency and complexity of the issue.

- c. The majority of issues are assigned a "Same Day" turnaround time which corresponds to half a working day. For all issues that cannot be resolved in this timeline, Supplier Client Support will establish a clear timeline and ensure that this permits business continuity for Buyer.
- d. Supplier' Client Support will provide Buyer with remote assistance for help using and operating the Subscription Services in order to provide accurate reports of issues. Supplier will ensure that each of its personnel performing any Support Services are experienced, knowledgeable, and qualified in the use, maintenance, and support of the Subscription Services.

6. AVAILABILITY AND PERFORMANCE

- a. Supplier system is available twenty-four (24) hours seven (7) days a week except for planned and communicated outages to Buyer. Except for these outages, the Supplier system will operate with at least 98.5% availability, measured as an average over a quarterly period. An availability incident occurs when multiple parties are prevented from accessing the technology platform. Supplier will promptly (in no more than 3 business days) provide a summary report of historical availability upon request. Availability is defined as:
Availability = (Total Scheduled Availability-Downtime)/(Total Scheduled Availability)
- b. Scheduled system maintenance that involves loss of access to the technology platform will usually be performed on Saturday or Sunday between the hours of 4:00 a.m. and 6:00 a.m. (EST). Supplier will provide Buyer with at least ten business days' prior written notice of any scheduled maintenance that involves loss of access to the technology platform. Supplier will provide Buyer with as much as reasonably possible, with a goal of at least sixty minutes' advance written notice, for unscheduled emergency maintenance of the Subscription Services.
- c. The Supplier Subscription Services, as a web-based application, are subject to the internet network connection and internet service providers and as such cannot guarantee request turnaround times. In normal operational circumstances, Supplier expects any given webpage to load in <10 seconds.
- d. Supplier will: (A) monitor the Subscription Services and supporting infrastructure controlled or maintained by Supplier for Errors; (B) identify root causes for any Errors; (C) correct Errors; and (D) minimize recurrences of Errors. Following the occurrence of any Error, upon Buyer's request, Supplier will promptly (in no more than 3 business days) provide to Buyer the Supplier's plan for remediating the Error. An "Error" means any bug, defect, or error impacting the availability of the Subscription Services.

- e. If Supplier fails to meet the availability levels in any two quarters in a rolling twelve-month period during an Order Term, Buyer may terminate the Agreement or the applicable Order upon thirty (30) days written notice to Supplier.

7. UPDATES

Supplier may make updates daily if there is expected to be no disruption of the Subscription Services. If suspending or impeding the Subscription Services to implement updates becomes necessary, then Supplier will work to minimize any disruption to availability during the agreed maintenance timeframes. All updates will be deemed part of the Subscription Services.

8. NETWORK OUTREACH SERVICE LEVELS (IF NETWORK OUTREACH IS PURCHASED BY CUSTOMER)

- a. Supplier provides Network Outreach Subscription Services by interacting with third parties to procure third party financial statement information and provide FHR and related reporting. Supplier does not make any commitments with regards to the response times of third parties.
- b. From the beginning of the process through the end, typical turnaround time for private company FHRs and related reporting is four (4) to (6) weeks.
- c. Supplier will provide Network Outreach Subscription Services according to the following table:

Description	Normal	Surge
Time from a complete Buyer request to a Supplier Network Outreach launch	Up to 3 business days	Up to 5 business days
Time from Supplier receipt of all required financial information to FHR release	Up to 3 business days	Up to 5 business days
Frequency of Supplier communications to third parties in Network Outreach	Unresponsive Third Parties: 8 touches in 45 days Responsive Third Parties: At least one touch every 10 business days	Unresponsive Third Parties: 6 touches in 45 days Responsive Third Parties: At least one touch every 10 business days

- d. Supplier will communicate the occurrence of Surge periods to Buyer upon request.
- e. If Supplier does not meet the Network Outreach Service Levels, Supplier will provide a resolution plan to return to the Service Levels within no more than two (2) weeks.

EXHIBIT C

Professional Services

This Exhibit C describes the Professional Services that Supplier will perform in order for Buyer to receive the benefit of the Subscription Services under the Call-Off Contract. If there is a conflict between this Exhibit C and the Order Form or Call-Off Contract, this Exhibit C will control only for the applicable Professional Services to the extent permitted by the Call-Off Contract. Terms not otherwise defined in this Exhibit C will have the meaning as defined given in Joint Schedule 1 (Definitions).

Section 1. Definitions.

- 1. "Deliverables" means the documents specifically defined or marked as deliverables in this Exhibit C.
- 2. "Professional Services" means the services as described in this Exhibit C, which Supplier will perform in order for Buyer to receive the benefit of the Subscription Services pursuant to the Call-Off Contract.

Section 2. Scope of Professional Services.

Supplier will provide Professional Services in the form of technical and professional personnel providing onboarding, implementation and/or training activities as further described in this SOW.

Professional Services Start Date: Order Effective Date

Professional Services End Date: 90 Days after the Order Effective Date

The Professional Services associated with this Agreement will be conducted at a remote Supplier office.

Supplier will support User onboarding to Supplier Subscription Service, including new user setup and introductory training on popular features and functionality. Buyer will identify a key stakeholder at Order Effective Date to coordinate all applicable Buyer User involvement and attendance at training sessions or interactive workshops, as required.

If Buyer has purchased Private Company Universe Network Outreach, Supplier will additionally assist with Buyers' evaluation of third party selection criteria, data sourcing processes, and third party communications.

Section 3. Deliverables Ownership.

Supplier may provide Buyer with Deliverables during the performance of the Professional Services, such as training materials, periodic status reports, or other reports.

Supplier Professional Services do not include any custom, configuration, or design Deliverables for Buyer. No enhancements or improvements to the Supplier Subscription Services are committed or implied during the performance of the Professional Services. Supplier, including Supplier licensors, own all intellectual property rights in and to the Deliverables.

Supplier hereby grants Buyer a limited, revocable, non-exclusive, non-transferable, nonsublicensable right for the Subscription Term to access and use the Deliverables as set out herein for Buyer's confidential internal business purposes with the Subscription Services. Buyer's access and use of the Deliverables under this Section 3 only extends only to the number of Users described in the applicable Order Form and to a reasonable number of copies of the Deliverables.

Section 4. Supplier Personnel

Supplier warrants that it shall perform the Professional Services in a professional and workmanlike manner. Supplier, at Buyer's request, will remove any Supplier personnel performing the Professional Services who, in the reasonable opinion of Buyer, are not performing satisfactorily and promptly provide a substitute satisfactory to Buyer at Supplier's sole expense. However, Supplier cannot guarantee specific personnel or the same member of Supplier personnel will be assigned to Buyer over multiple Professional Services engagements. Buyer is responsible for coordinating, facilitating, or otherwise managing communications, interactions, or deliveries by Buyer's other third-party vendors.

ANNEX 2: SUPPLIER DATA PROCESSING ADDENDUM

SUPPLIER DATA PROTECTION ADDENDUM

This Data Protection Addendum is dated as of [DATE].

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in [INSERT] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Buyer/Controller/Exporter**)
- (2) Supplier International Inc., incorporated and registered in State of Delaware, whose registered office is at 86 Chambers Street 701, New York, NY 10007, United States of America (**Provider/Processor/Importer**),

each a “**party**” and together the “**parties**”.

BACKGROUND

- (A) The Buyer and the Provider entered into a [Call-Off Contract] on [INSERT DATE] (**Call-Off Contract**) that may require the Provider to process Personal Data on behalf of Buyer.
- (B) This Data Protection Addendum (**Addendum**) sets out the additional terms, requirements and conditions on which the Provider will process Personal Data when providing services under the Call-Off Contract including (but not limited) to the contractual assurance requirements as contained in *the* EU GDPR and the UK GDPR (as defined below).

AGREED TERMS

1. Definitions and interpretation

The following definitions and rules of interpretation apply in this Addendum.

1.1 Definitions:

Authorised Persons: the persons or categories of persons that Buyer authorises to give the Provider written processing instructions in respect of the Protected Personal Data as such instructions are identified in Schedule A, and from whom the Provider agrees to accept such instructions.

Business Purposes: the services to be provided by the Provider to the Buyer as described in the Call-Off Contract and any other purpose specifically identified in Schedule A.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach and processing (and related expressions, including process, processed and processes shall be construed accordingly): have the meanings given to them in the Data Protection Legislation.

Data Protection Legislation: means, as binding on either party or the services provided under the Call-Off Contract: (a) the EU GDPR; (b) the UK GDPR, the UK Data Protection Act 2018 and the UK Data Use and Access Act 2025; (c) any laws or regulations implementing Council Directives 2002/58/EC ("ePrivacy Directive"), including the UK Privacy and Electronic Communications (EC Directive) Regulations 2003; (d) any other law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing of Personal Data and privacy; (d) any laws which implement or supplement any of the foregoing; and (e) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

Data Subject Requests: means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Legislation.

EU Adequacy Decision: any valid adequacy decision made pursuant to Article 45 of the EU GDPR (as amended or replaced).

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

EEA: the European Economic Area.

Protected Personal Data: means any Personal Data that is processed by the Provider on behalf of the Buyer to provide the services under the Call-Off Contract (excluding any Personal Data that the Provider collects directly from Data Subjects pursuant to arrangements with its other customers or for its own business purposes).

Standard Contractual Clauses (SCCs): the European Commission issued standard contractual clauses (pursuant to Implementing Decision 2021/914 of 4 June 2021) on the transfer of Personal Data to third countries pursuant to the EU GDPR as set out in the link at Clause 8.2, with module 2 (controller-to-processor transfers selected).

Sub-Processor: means another Processor engaged by the Provider for carrying out processing activities in respect of the Protected Personal Data on behalf of Buyer.

Supervisory Authority: any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation.

Term: this Addendum's term as defined in Clause 10.

UK Addendum: the International Data Transfer Addendum to the EU SCCs issued by the UK Information Commissioner under section 119A of the DPA 2018 (as amended, updated or replaced by the UK government or the Information Commissioner's Office from time to time);

UK Adequacy Regulation: any valid adequacy regulation made pursuant to Article 45 of the UK GDPR (as amended or replaced);

UK GDPR: means the EU GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

- 1.2 This Addendum is subject to the terms of the Call-Off Contract and is incorporated into the Call-Off Contract. Interpretations and defined terms set forth in the Call-Off Contract, including

Joint Schedule 1 (Definitions), apply to the interpretation of this Addendum. Except as required by applicable Law, in the event of any inconsistency or conflict between this Addendum and the other provisions of the Call-Off Contract the order of precedence set out in Framework Schedule 6 (Order Form Template and Call-Off Schedules) applies.

- 1.3 The Schedules and their Annexes to this Addendum form part of this Addendum and will have effect as if set out in full in the body of this Addendum and the Call-Off Contract. Any reference to this Addendum includes the Schedules.
- 1.4 A reference to writing or written includes faxes and email.
- 1.5 In the case of conflict or ambiguity between:
 - (a) any provision contained in the body of this Addendum and any provision contained in the Schedules to this Addendum, the provision in the body of this Addendum will prevail;
 - (b) the terms of any accompanying invoice or other documents annexed to this Addendum and any provision contained in the Schedules to this Addendum, the provision contained in those Schedules will prevail;
 - (c) any of the provisions of this Addendum and any provision of an executed version of the EU SCCs and/or the UK Addendum, the EU SCCs and/or the UK Addendum will prevail.

2. Personal data types and processing purposes

- 2.1 Buyer and the Provider agree and acknowledge that for the purpose of the Data Protection Legislation:
 - (a) Buyer is the Controller and the Provider is the Processor of the Protected Personal Data.
 - (b) Buyer retains control of the Protected Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Provider.
 - (c) Schedule A to this Addendum describes the subject matter, duration, nature and purpose of the processing of the Protected Personal Data and the Personal Data categories comprised in the Protected Personal Data, and Data Subject types in respect of which the Provider may process the Protected Personal Data, in each case to fulfil the Business Purposes.

3. Provider's obligations

- 3.1 The Provider will only process the Protected Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with Buyer's written instructions provided from Buyer's Authorised Persons. The Provider will not process the Protected Personal Data for any other purpose or in a way that does not comply with the Call-Off Contract or the

Data Protection Legislation. The Provider must promptly notify Buyer if, in its opinion, Buyer's instructions do not comply with the Data Protection Legislation.

- 3.2 The Provider must comply promptly with any Buyer written instructions from Authorised Persons requiring the Provider to amend, transfer, delete or otherwise process the Protected Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 3.3 The Provider will maintain the confidentiality of the Protected Personal Data and will not disclose the Protected Personal Data to third parties unless permitted by Buyer or the Call-Off Contract or where required by domestic law, court or regulator (including a Supervisory Authority). If a domestic law, court or regulator (including a Supervisory Authority) requires the Provider to disclose the Protected Personal Data to a third party, or otherwise process it, the Provider must first inform Buyer of such legal or regulatory requirement and give Buyer an opportunity to object or challenge the requirement, unless domestic law prohibits the giving of such notice.
- 3.4 The Provider will reasonably assist Buyer with meeting Buyer's compliance obligations under the Data Protection Legislation in relation to the processing of Protected Personal Data, taking into account the nature of the Provider's processing and the information available to the Provider, including: assisting Buyer to ensure compliance with its obligations under Data Protection Legislation in relation to: (a) data protection impact assessments, (b) reporting to and consulting with the Supervisory Authority in relation to the high risk processing of Protected Personal Data, (c) security of processing of the Protected Personal Data, and (d) notification of Personal Data Breaches in relation to the Protected Personal Data to Supervisory Authorities or Data Subjects.

4. Provider's employees

- 4.1 The Provider will ensure that all of its employees:
 - (a) are informed of the confidential nature of the Protected Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Protected Personal Data;
 - (b) have undertaken training on the Data Protection Legislation relating to handling the Protected Personal Data and how it applies to their particular duties; and
 - (c) are aware both of the Provider's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement in respect of the Protected Personal Data.

5. Security

- 5.1 The Provider must at all times implement appropriate technical and organisational measures against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Protected Personal Data transmitted, stored or otherwise processed including, but not limited to, the security measures set out in Schedule B, Annex III and Clause 5.2 and as required by the Call-Off Contract.

- 5.2 The Provider, through its ISO 27001 certified procedures, will implement the following measures in relation to the Protected Personal Data to ensure a level of security appropriate to the risk involved, including as appropriate:
- (a) the pseudonymisation and/or encryption of Personal Data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

6. Personal Data Breach

- 6.1 The Provider will, within a 48-hour timeframe, notify Buyer if it becomes aware of Personal Data Breach relating to the Protected Personal Data.
- 6.2 Where the Provider becomes aware of a Personal Data Breach relating to the Protected Personal Data, it shall, also provide Buyer with the following information:
- (a) a description of the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; and
 - (b) a description of the measures taken or proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 6.3 Promptly following any Personal Data Breach in relation to the Protected Personal Data, the parties will coordinate with each other to investigate the matter. Further, the Provider will reasonably cooperate with Buyer, including but not limited to:
- (a) assisting with any investigation;
 - (b) making available relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by Buyer; and
 - (c) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach.

- 6.4 Liability for any reasonable expenses associated with the performance of obligations under clause 6.1 to clause 6.3 shall be governed by the Call-Off Contract, and in particular Joint Schedule 10 (Processing Data).

7. Cross-border transfers of personal data

- 7.1 The Provider (and any Sub-Processor) must not transfer or otherwise process Protected Personal Data outside the EEA (where the EU GDPR applies) or the UK (where the UK GDPR

applies) without obtaining Buyer's prior written consent, provided that the parties acknowledge and agree that: (i) transfers of Protected Personal Data between the Buyer and Provider under this Agreement do not require the Buyer's prior written consent; and (ii) that Clause 8 will apply to such transfers between the Provider and Buyer.

- 7.2 Pursuant to Clause 7.1 Buyer hereby consents to the transfer of Protected Personal Data by the Provider outside: (a) the UK (where the UK GDPR applies); and (b) the EEA (where the GDPR applies), in connection with the Call-Off Contract where the transfer is: (i) to a Sub-Processor located outside the UK or EEA (as applicable) as set out or referenced in Schedule A to this Addendum; or (ii) any new or replacement Sub-Processor located outside of the UK or EEA (as applicable) subject to compliance with Clause 9), provided that the transfer is compliant with Data Protection Legislation.
- 7.3 Where consent is granted pursuant to Clause 7.1, the Provider may only process, or permit the processing, of the Protected Personal Data outside the UK or EEA (as applicable) under the following conditions:
- (a) the recipient is in a jurisdiction in relation to which there is an EU Adequacy Decision or UK Adequacy Regulation (as applicable, depending on whether the EU GDPR or the UK GDPR applies); or
 - (b) the transfer is subject to the terms of a contract which incorporate the Standard Contractual Clauses (together with the UK Addendum, where the UK GDPR applies); or
 - (c) the transfer is otherwise permitted pursuant to safeguards required by Data Protection Legislation.

8. Transfers between the parties of Personal Data from the EEA/UK

- 8.1 This Clause 8 applies to cross-border transfers of Protected Personal Data between the parties, to the extent: (i) that such transfers are restricted by Article 44 of the EU GDPR or the UK GDPR (as applicable); and (ii) there is no EU Adequacy Decision or UK Adequacy Regulation in place ("**Restricted Cross-Border Transfers**").
- 8.2 Unless another cross-border transfer mechanism is required by Data Protection Legislation, the parties adopt the SCCs in respect of Restricted Cross-Border Transfers, which will be made a part of this Addendum and which are available on the official website of the European Union (https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en). For the avoidance of doubt, the SCCs are incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein.
- 8.3 The parties acknowledge and agree that Buyer (as Exporter) and the Provider (as Importer) shall each comply with the applicable provisions of the SCCs in respect of Restricted Cross-Border Transfers. The parties also acknowledge and agree that the following selections apply to the SCCs insofar as they relate to Cross-Border Restricted Transfers:
- (a) The optional Clause 7 (Docking clause) does not apply.

- (b) For Clause 9(a), Option 2 (General written authorization) applies, and notice will be provided at least 30 days in advance.
- (c) The optional provision in Clause 11(a) shall not apply.
- (d) For Clause 17, Option 1 applies, and the SCCs will be governed by the laws of Ireland.
- (e) For Clause 18(b), disputes will be resolved by the courts of Ireland.
- (f) The contents of Annex I to the SCCs are as completed in Schedule B of this Addendum.
- (g) The contents of Annex II to the SCCs are as completed in Schedule B of this Addendum.
- (h) The contents of Annex III to the SCCs are as completed in Schedule B of this Addendum.

8.4 If so required by the laws or regulatory procedures of any jurisdiction, the parties shall execute or re-execute the SCCs as separate documents setting out the proposed transfers of Personal Data in such manner as may be required. Buyer

8.5 Where Restricted Cross-Border Transfers are subject to the UK GDPR, the UK Addendum, as set out in Schedule C (UK Addendum) shall apply in addition to the SCCs and the parties agree to comply with their obligations as set out in the UK Addendum.

9. Sub-Processors

9.1 Buyer authorises the Provider's appointment of the Sub-Processors referenced in Schedule A to this Addendum.

9.2 The Provider shall be entitled to appoint additional or replacement Sub-Processors further to those referenced in Schedule A (a "**New Sub-Processor**") subject to the Provider complying with the remainder of this Clause 9.2. The Provider will give Buyer reasonable prior notice of the identity and location of any intended New Sub-Processor and a brief description of the processing to be carried out by the New Sub-Processor. Buyer may object to the Provider's proposed appointment of a New Sub-Processor on reasonable grounds by providing 30 days' prior notice. If the parties cannot resolve the objection within 10 days, Buyer may terminate the Call-Off with immediate effect and without liability by written notice to the Provider.

9.3 The Provider shall:

- (a) enter into a written contract with each Sub-Processor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational measures; and
- (b) remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own.

10. Complaints, data subject requests and third-party rights

10.1 The Provider must take such technical and organisational measures insofar as is possible, to assist Buyer in the fulfilment of Buyer's obligations to respond to Data Subject Requests relating

to Protected Personal Data, including to ensure that all Data Subject Requests it receives in relation to the Protected Personal Data are recorded and then referred to Buyer within ten days of receipt of the request, or as otherwise provided in Joint Schedule 10 (Processing Data). It shall be Buyer's responsibility to reply to all such requests as required by Data Protection Legislation.

- 10.2 The Provider must notify the Buyer in writing if it receives, in relation to the Protected Personal Data: (i) any communication from a Supervisory Authority; or (ii) any other complaint, notice or communication (other than a Data Subject Request), and promptly provide such information and assistance to Buyer as the Buyer may reasonably require, to enable the Buyer to respond to the same.

11. Term and termination

- 11.1 This Addendum will remain in full force and effect so long as the Call-Off Contract remains in effect (the "**Term**").
- 11.2 Any provision of this Addendum that expressly or by implication should come into or continue in force on or after termination of the Call-Off Contract in order to protect the Protected Personal Data will remain in full force and effect.
- 11.3 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Call-Off Contract obligations, the parties may agree to suspend the processing of the Protected Personal Data until that processing complies with the new requirements.

12. Data return and destruction

- 12.1 The Provider shall, at the Buyer's written request, either securely delete, or return, the Protected Personal Data to the Buyer once processing by the Provider of the Protected Personal Data is no longer required for the Provider's performance of its obligations under the Call-Off Contract, and securely delete existing copies (unless continued storage of any Protected Personal Data is required by domestic law, and if so the Provider shall notify the Buyer of this, to the extent permitted under domestic law).
- 12.2 The Provider will certify in writing to Buyer that it has destroyed the Protected Personal Data within 30 days after it completes the deletion or destruction.

13. Records

- 13.1 The Provider will maintain, in accordance with Data Protection Legislation binding on the Provider, written records of all categories of processing activities carried out on behalf of Buyer in respect of the Protected Personal Data and shall on Buyer's request make available to Buyer such information as is sufficient to enable Buyer to verify the Provider's compliance with its obligations under this Addendum and Data Protection Legislation.

14. Audit

- 14.1 On Buyer's written request, the Provider will and allow for and contribute to remotely conducted audits, including inspections, by the Customer or another auditor mandated by the Customer) for this purpose, subject to Buyer:
- (a) giving the Provider reasonable prior notice of such audit and/or inspection being required by Buyer;
 - (b) ensuring that all information obtained or generated by Buyer or its auditor(s) in connection with inspections and audits is kept strictly confidential (save for required disclosure to a Supervisory Authority or as otherwise required by applicable law);
 - (c) agreeing that the Provider shall be entitled to withhold information where it is commercially sensitive or confidential to it or its other customers;
 - (d) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to the Provider's business, the Sub-Processors' businesses and the business of any customers of the Provider or of any of the Sub-Processors; and
 - (e) paying the Provider for all work, time, costs and expenses reasonably incurred by the Provider or any Sub-Processor(s) in connection with allowing for and contributing to inspections and audits, such charges to be calculated on a time and materials basis at the Provider's rates.
- 14.2 The Provider will promptly address any legitimate exceptions documented in its audit reports with the development and implementation of a corrective action plan by the Provider's management.

15. Notice

- 15.1 Any notice or other communication given to a party under or in connection with this Addendum must be in writing and delivered to:

For Buyer: [BUYER DATA PRIVACY CONTACT]

For the Provider: Legal@rapidratings.com and Khan@rapidratings.com

- 15.2 A notice given under this Addendum is valid if sent by email.

The Parties have executed this Addendum, by their authorized representatives, as of the Effective Date above.

(Buyer/Controller)

Supplier International, Inc.

(Authorized Signature)

(Authorized Signature)

(Name of Signatory)

(Title)

(Execution Date)

(Name of Signatory)

(Title)

(Execution Date)

Schedule A - PERSONAL DATA PROCESSING PURPOSES AND DETAILS

Subject matter of processing: Carrying out the rights and obligations of each party under the Call-Off Contract.

Duration of Processing: For as long as there is an active Call-Off Contract between the parties.

Nature of Processing: The Protected Personal Data will be subject to the following basic processing activities:

- collection of personal data
- storage of personal data
- maintenance of systems containing personal data
- deletion and/or anonymization
- use of data to collate or analyse information from data, in order to enable Provider to provide services contracted for by Buyer
- execution of other activities with personal data in line with the instructions provided by Buyer

Purposes of processing: The Business Purposes.

Personal Data Categories: Limited business contact information, including professional and/or business email addresses, telephone numbers, and additional contact details.

Data Subject Types: Individuals engaged by selected vendors, suppliers, or other third parties of Buyer.

Approved Sub-Processors:

As specified in Schedule B, Annex III.

Schedule B - ANNEXES TO STANDARD CONTRACTUAL CLAUSES

ANNEX I

A. LIST OF PARTIES

[MODULE TWO: Transfer controller to processor]

Data Importer(s):

Name: Rapid Ratings International Inc.

Address: 86 Chambers St, Suite 701, New York, NY 10007, United States

Activities relevant to the data transferred under these Clauses: See Schedule A

Contact person's name, position and contact details:

Signature and date:

Role (controller/processor): Data Processor, Provider

Data Exporter(s):

Name:

Address:

Contact person's name, position and contact details:

Signature and date:

Role (controller/processor): Data Controller, Buyer (customer)

B. DESCRIPTION OF TRANSFER

[MODULE TWO: Transfer controller to processor]

Categories of data subjects whose personal data is transferred

See Data Subject types specified in Schedule A.

Categories of personal data transferred

See Personal Data categories specified in Schedule A.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous basis

Nature of the processing

See nature of processing specified in Schedule A.

Purpose(s) of the data transfer and further processing

See purposes of processing specified in Schedule A.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For as long as there is an active Call-Off Contract between the parties.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:
As specified in Schedule A.

C. COMPETENT SUPERVISORY AUTHORITY

[MODULE TWO: Transfer controller to processor]

Identify the competent supervisory authority/ies in accordance with Clause 13:

[Irish Data Protection Commission

21 Fitzwilliam Square South
Dublin 2
D02 RD28
Ireland]

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

The technical and organisational measures are covered by Provider's (Data Processor) ISO 27001 Information Security Certification. The measures covered by the certification include:

- Measures of pseudonymisation and/or encryption of personal data
- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing
- Measures for user identification and authorisation
- Measures for the protection of data during transmission
- Measures for the protection of data during storage
- Measures for ensuring physical security of locations at which personal data are processed
- Measures for ensuring events logging
- Measures for ensuring system configuration, including default configuration
- Measures for internal IT and IT security governance and management
- Measures for certification/assurance of processes and products
- Measures for ensuring data minimisation
- Measures for ensuring data quality
- Measures for ensuring limited data retention
- Measures for ensuring accountability
- Measures for allowing data portability and ensuring erasure

ANNEX III

LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors:

Core Service Providers

We require the use of the following core service providers to fulfil our services to clients and members. All data is localized within the USA.

Vendor	Function	PII Description	Requires Data Access	May Request Data Access	AI Type
AWS	IaaS, PaaS	No PII	N	N	Gen
Zendesk	Client service desk	Client contact details	N	Y	ML
Atlassian	Ticket management	Client contact details	N	N	None
Microsoft 365	Email, intranet, document repository, collaboration	Client or member email from direct correspondence	N	N	ML, Gen
Alphastream	Data entry automation	Financial records processing	Y	Y	ML
Salesforce	Sales, leads, opportunities	Client contact details: name, email, phone number	N	Y	None
ChurnZero	Client engagement management	Client end user contact details: name and email	N	N	Gen
Gong.io	Client engagement management	Call recording, client email	N	N	Gen

LinkSquares	Client contract management	Contract PII	N	N	ML, Gen
Outreach.io	Member contact management	Member name, email	N	N	Gen
Highspot	Prospect management	Prospect/Client contact details	N	N	Gen
Docusign	Client contract management	Contract PII	N	N	None
Intercom	Client service desk	Client contact details	N	N	Gen
Validis	Member financial interface	Member financial data	N	N	None

Technical Providers

We require the use of the following services for various technical service management functions. The services below are managed in-house but reside on external vendor platforms.

Vendor	Function	PII Description*	Data Location	Requires Data Access	May Request Data Access	AI Type
Alert Logic	Security services, IDS, logging	Log data	USA	Y	Y	ML
Datadog	Application and system logging	Log data	USA	N	N	ML
Mailgun	Outbound email infrastructure	Log data	USA	N	Y	None
Sentry.io	Application event management	Log data	USA	N	Y	None
Stripe	Payment processor	No PII	USA	N	Y	None
Heap.io	Usage analytics	No PII	USA	N	Y	None
Serper.dev	Company name matching	No PII	UK	N	N	None
Anthropic	Data analysis, R&D	No PII	USA	N	N	Gen
Google Gemini	Data analysis, R&D	No PII	USA	N	N	Gen
ProdPad	Product engagement	User ID	UK	N	N	Gen

*Note that log data may contain PII such as user ID or email.

Use of Artificial Intelligence

While RapidRatings does not explicitly choose vendors for their artificial intelligence capabilities, vendors may employ artificial intelligence technology in the fulfillment of the service to RapidRatings. RapidRatings provides third-party vendor transparency around AI technology to our knowledge for ease of reference.

In the event that generative AI ("Gen") is used, responsibility for the quality and accuracy of content created rests with the user, not with the AI. Also, is it forbidden to use client data to train the AI. Machine Learning ("ML") technology is permitted in all tools, including Core Service Providers and Technical Providers required for the fulfillment of the service.

Updates to the Vendor and Sub-Processor List

All vendors are assessed in detail at the onset of an engagement to ensure that they meet the high standards of information security, privacy, and compliance to industry, legal, and regulatory frameworks. RapidRatings periodically assesses whether each vendor is the best fit for RapidRatings as well as for our clients and FHR Exchange members' needs. If a change needs to be made, RapidRatings will post the updated Vendor and Sub-Processor list periodically.

Provider will provide a listing of the then-current sub-contractors upon Buyer request, which is also found here: <https://help.rapidratings.com/hc/en-us/articles/20052733632909-Vendor-and-Sub-Processor-List-GDPR>.

Schedule C - UK Addendum



Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

VERSION B1.0, in force 21 March 2022

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties

Start date	The date of the Customer Agreement	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: Trading name (if different): Main address (if a company registered address): Official registration number (if any) (company number or similar identifier):	Full legal name: Rapid Ratings International, Inc. Trading name (if different): N/A Main address (if a company registered address): 86 Chambers St., Suite 701, New York, NY 10007 Official registration number (if any) (company number or similar identifier): N/A

Key Contact	Full Name (optional):	Full Name (optional): N/A
	Job Title:	Job Title: DPO
	Contact details including email:	Contact details including email: legal@rapidratings.com
Signature (if required for the purposes of Section 2)		

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		☒ The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: The date of the Call-Off Contract Reference (if any): Other identifier (if any): The EU SCCs are incorporated into Clause 8. Or ☐ the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						
2						
3						
4						

Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: **See table 1 above**

Annex 1B: Description of Transfer: **See Schedule B**

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: **See Schedule B**

Annex III: List of Sub processors (Modules 2 and 3 only): **See Schedule B**

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: ☒ Importer ☐ Exporter ☐ neither Party
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Part 2: Mandatory Clauses

Entering into this Addendum

1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
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Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.

6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
 - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
 - c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.

14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
- a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
 - b. In Clause 2, delete the words:

"and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";
 - c. Clause 6 (Description of the transfer(s)) is replaced with:

"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";
 - d. Clause 8.7(i) of Module 1 is replaced with:

"it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";
 - e. Clause 8.8(i) of Modules 2 and 3 is replaced with:

"the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;"
 - f. References to "Regulation (EU) 2016/679", "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)" and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;
 - g. References to Regulation (EU) 2018/1725 are removed;
 - h. References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";
 - i. The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one, is replaced with "Clause 11(c)(i)";
 - j. Clause 13(a) and Part C of Annex I are not used;
 - k. The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";

- l. In Clause 16(e), subsection (i) is replaced with:

“the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;
- m. Clause 17 is replaced with:

“These Clauses are governed by the laws of England and Wales.”;
- n. Clause 18 is replaced with:

“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and
- o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 18. From time to time, the ICO may issue a revised Approved Addendum which:
 - a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
 - b. reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

- 19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
 - a. its direct costs of performing its obligations under the Addendum; and/or
 - b. its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

Alternative Part 2 Mandatory Clauses:

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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ANNEX 3: SUPPLIER SLA

The Supplier SLA is as set out in Exhibit B and Exhibit C to the Supplier Licence Terms in Annex 1.