Terms & Conditions

Master Subscription Agreement (MSA)

This SalesVista Online Subscription Agreement (the "Agreement"), dated as of the Order Form eSignature by Customer (the "Effective Date"), is by and between SalesVista LLC, a Georgia corporation with offices at 5080 Peachtree Blvd, Suite 220, Atlanta, GA 30341, ("SalesVista") and Customer ("Customer").

1. DEFINITIONS

- **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

- **"Agreement"** means this Online Subscription Agreement.

- **"Agreement Personal Data"** means Personal Data which is to be processed under this Agreement, as more particularly described in <u>Schedule 1</u>.

- **"Customer"** means the company or other legal entity set forth in the opening paragraph to this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

- **"Customer Data"** means electronic data and information submitted by or for Customer to the Services.

- **"Data Protection Laws"** means any laws in force in the United States of America, United Kingdom and European Union from time to time that relate to data protection, the processing of personal data, privacy and/or electronic communications; and references to **"Controller"**, **"Data Subjects"**, **"Personal Data"** and **"Processor"** have the meanings set out in and will be interpreted in accordance with such laws

- **"Data Protection Supervisory Authority"** means any regulatory authority responsible for the enforcement, regulation or governance of any Data Protection Laws and any replacement or successor body or person for any such authority from time to time

- **"Documentation"** means the applicable Service's documentation provided by SalesVista and its usage guides and policies, as each are updated by SalesVista from time to time.

- **"Enterprise Services"** means those services that are provided by SalesVista that include SalesVista's Standard Services, as well as, among other things, certain onboarding services (such as loading, configuring & validating Users, teams, products, categories, compensation plans, rules and sales transactions) that are required to fully deploy and begin monthly payment reporting as well as ongoing monthly services (such making changes to Users, teams, products, categories, compensation plans, rules and sales transactions) on behalf

of the Customer and its Users in a managed, professional services capacity, as further specified in the Documentation and the applicable Order Form.

• **"Malicious Code"** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

• **"Order Form"** means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer or any of its Affiliates and SalesVista, including any addenda and supplements thereto. By entering into an Order Form hereunder, Customer or its Affiliates, as applicable, agrees to be bound by the terms of this Agreement.

• **"Personal Data Security Incident"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise processed.

• **"Processing"** has the meaning set out in the Data Protection Laws and for the purposes of clause 8 "**process**" "**processing**" and "**processed**" will be interpreted accordingly.

• **"Purchased Services"** means Services that Customer or Customer's Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Trial Services.

• **"Restricted Transfer"** means a transfer of Agreement Personal Data which is undergoing processing or which is intended to be processed after transfer, to a country or territory to which such transfer is prohibited or subject to a requirement to take additional steps to adequately protect the Agreement Personal Data for the transfer to be lawful under the Data Protection Laws.

• **"Services"** means the services that are ordered by Customer under an Order Form or online purchasing portal, including Standard Services, and the Enterprise Services or that are provided to Customer free of charge (as applicable) as Trial Services, and made available online by SalesVista, as described in the Documentation. "Services" exclude Third-Party Applications.

• **"Standard Services"** means those services that are provided by SalesVista such as manual or automated importing of settings & compensation data, configuration of Users, Teams, Products & Categories and onboarding training, monthly backups & maintenance of Customer instances and product upgrades as further specified in the Documentation and the applicable Order Form.

• **"Standard Contractual Clauses"** means the EU standard contractual clauses established for the transfer of Personal Data to third countries pursuant to a European Commission Implementing Decision (2021/914/EU) of 4 June 2021 under Regulation (EU) 2016/679 (Module Two for controller to processor transfers) and incorporated into this Agreement by reference and as amended/updated or replaced from time to time.

• **"Sub-processor"** means any person appointed engaged or permitted by SalesVista to process Agreement Personal Data and more particularly set out in Schedule 2.

• **"Third Country"** means a country which the Data Protection Supervisory Authority or government (as applicable) of the applicable jurisdiction from which Personal Data is being

transferred, has not designated as a country that provides adequate protections in respect of Personal Data, and to which Personal Data cannot be transferred without additional safeguards being put in place pursuant to applicable Data Protection Laws.

- **"Third-Party Application"** means a Web-based, mobile, offline or other software applications that (i) interoperates with a Service and that is provided by Customer or a third party or (ii) that is utilized by SalesVista to provide Extract, Transform & Load ("ETL") services and for the loading of configuration and sales compensation data into the Services from the source systems for that data.

- **"UK Addendum"** means the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the UK Information Commissioner pursuant to section 199A(1) of the UK Data Protection Act 2018, as updated, amended or replaced from time to time.

- **"User"** means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by SalesVista without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, SalesVista at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

Any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

2. SALESVISTA RESPONSIBILITIES

- <u>Provision of Services</u>. Subject to and conditioned on Customer's and its Users' compliance with the terms and conditions of this Agreement, the Documentation and the applicable Order Form, SalesVista will (a) make the Services available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable SalesVista standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which SalesVista shall give advance electronic notice), (ii) any unavailability caused by circumstances beyond SalesVista's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack, or (iii) any suspension or termination of Customer's or any Users' access to or use of the Services as permitted by this Agreement and (d) provide the Services in accordance with laws and government regulations applicable to SalesVista's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services).
- <u>Protection of Customer Data</u>. SalesVista will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and

integrity of Customer Data, as described at salesvista.com/privacy-policy or such other location as SalesVista may provide. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by or to Customer or Users). For a period of 30 days after the effective date of termination or expiration of this Agreement or a particular Service, SalesVista will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, SalesVista will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in SalesVista's systems or otherwise in SalesVista's possession or control, unless legally prohibited.

- SalesVista Personnel. SalesVista may from time to time in its discretion engage third parties to perform services related to this Agreement. SalesVista will be responsible for the performance of its personnel (including its employees and third party contractors) and their compliance with SalesVista's obligations under this Agreement, except as otherwise specified in this Agreement.

- Changes. SalesVista reserves the right, in its sole discretion, to make any changes to the Services and Documentation that it deems necessary or useful to: (a) comply with applicable law or (b) maintain or enhance (i) the quality or delivery of SalesVista's services to its customers, (ii) the competitive strength of or market for SalesVista's services or (iii) the Services' cost efficiency or performance.

- Pilot Period. If expressly set forth in an Order Form, SalesVista will make the applicable Service(s) available to Customer for testing and evaluation by a maximum of twelve (12) Users (plus any administrative Users), or such higher number of Users as may be mutually agreed upon by the parties) during a pilot period beginning on the Effective Date and continuing until the earlier of (a) the date that is six (6) months from the Effective Date (or such longer period of time as may be mutually agreed upon by the parties), (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination of the applicable Service(s) by either party, in whole or in part, by providing at least seven (7) days' advanced written notice to the other party (the "Pilot Period"); provided, that Customer shall not have any liability to pay additional fees under the applicable Order Form for Services terminated during the Pilot Period in accordance with this paragraph. Unless otherwise set forth in the applicable Order Form, the subscription term for the applicable Service(s), other than those Services terminated during the Pilot Period, does not start until the end of the Pilot Period. Unless a Service is terminated during the Pilot Period in accordance with this paragraph, upon the expiration of the Pilot Period, such Service will automatically become a Purchased Service, without any additional notice or other action by either party, and such Service be subject to all other terms and conditions of this Agreement applicable to Purchased Services. For clarity, after the Pilot Period, any Services may be terminated only in accordance with the other terms and conditions of this Agreement. Other than any implementation fee(s) set forth in the Order Form, Customer will not be charged any fees for its use of the applicable Service(s) during the Pilot Period. During the Pilot Period applicable to a Service, such Service is provided free of charge, subject to Customer's payment of any applicable implementation fees set forth in the applicable Order Form. Customer is solely responsible for exporting Customer Data from the Services prior to the termination or expiration of the Pilot Period, unless Customer elects to purchase the Service(s) for a subscription term following the Pilot Period. For clarity, during the Pilot Period, except as set forth herein, the terms and conditions of this Agreement

shall apply. In the event of a conflict between this paragraph (including the disclaimers and limitations of liability below) and any other term or condition of this Agreement, this paragraph (including the disclaimers and limitations of liability below) shall control with respect to and for purposes of Services provided during the Pilot Period.

- THE CUSTOMER AGREES THAT IF DURING OR AT THE END OF ANY PILOT PERIOD THE CUSTOMER DOES NOT CHOOSE TO USE PURCHASED SERVICES, THE CUSTOMER MAY EXPORT THE DATA DURING THE 30 DAY PERIOD FOLLOWING THE END OF THE PILOT PERIOD, AND, IF THEY DO NOT, IT IS THE CUSTOMER'S INSTRUCTION THAT ANY DATA (FOR THE AVOIDANCE OF DOUBT INCLUDING ANY AGREEMENT PERSONAL DATA) WILL BE SECURELY DELETED BY SALESVISTA WITHIN 90 DAYS AFTER THE END OF THE 30 DAY TRIAL PERIOD.
- NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE ORDER FORM, INCLUDING IN SECTIONS 9 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS), 10 (MUTUAL INDEMNIFICATION), OR 11 (LIMITATION OF LIABILITY), DURING THE PILOT PERIOD, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND SALESVISTA SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES DURING THE PILOT PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE SALESVISTA'S AGGREGATED LIABILITY FOR DAMAGES OR LOSSES IN ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED DURING THE PILOT PERIOD SHALL NOT EXCEED $100. WITHOUT LIMITING THE FOREGOING, SALESVISTA AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE PILOT PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE PILOT PERIOD WILL BE UNINTERRUPTED, TIMELY, OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE PILOT PERIOD WILL BE ACCURATE.
- CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE'S DOCUMENTATION DURING THE PILOT PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

3. USE OF SERVICES

- Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the

same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SalesVista regarding future functionality or features.

- <u>Usage Limits.</u> Services are subject to usage limits that will be specified in the Order Forms and Documentation. If Customer exceeds a contractual usage limit, SalesVista will notify Customer, and will work with Customer in good faith to either: (i) seek to reduce Customer's usage so that it conforms to that limit or (ii) execute an Order Form that reflects the additional contract usage limit. If, within 90 days of SalesVista's notification to Customer of such excess usage, the parties have not resolved the matter, SalesVista shall invoice Customer for such excess usage at SalesVista's standard pricing and Customer agrees to pay such invoice in accordance with the "Invoicing and Payment" section below.

- <u>Customer Responsibilities</u>. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data which includes Agreement Personal Data and the obligations set out in clause 8 below, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Third-Party Applications with which Customer uses Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify SalesVista promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement, Documentation, the Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Third-Party Applications with which Customer uses the Services. Any use of the Services in breach of the foregoing by Customer or Users that in SalesVista's judgment threatens the security, integrity or availability of SalesVista's services, may result in SalesVista's immediate suspension of the Services, however SalesVista will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

- <u>Usage Restrictions</u>. Customer will not (a) make any Service available to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service , or include any Service in a service bureau or outsourcing offering, (c) use a Service or a Third-Party Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or a Third-Party Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access or use any of SalesVista intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, or (k) except

to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service.

4. THIRD-PARTY PRODUCTS AND SERVICES

- <u>Third-Party Products and Services</u>. SalesVista or third parties may make available third-party products or services, including, for example, Third-Party Applications and implementation and other consulting services, either for use by Customer or by SalesVista in order to provide certain Services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Third-Party provider or Third-Party product or service is solely between Customer and the applicable Third-Party provider. SalesVista does not warrant or support Third-Party Applications or other Third-Party products or services, whether or not they are designated by SalesVista as "certified" or otherwise, unless expressly provided otherwise in an Order Form. SalesVista is not responsible for any disclosure, modification or deletion of Customer Data resulting from Customer's access by such Third-Party Application or its provider.
- <u>Integration with Third-Party Applications</u>. The Services may contain features designed to interoperate with Third-Party Applications. SalesVista cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Service features in a manner acceptable to SalesVista.

5. FEES AND PAYMENT

- Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services subscriptions purchased and not actual usage, (ii) payment obligations are non- cancelable and fees paid are non-refundable, even if Customer stops using a Service, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- <u>Invoicing and Payment.</u> Customer will provide SalesVista with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to SalesVista. If Customer provides credit card information to SalesVista, Customer authorizes SalesVista to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form (e.g. monthly or quarterly billing, depending on the Services). If the Order Form specifies that payment will be by a method other than a credit card, SalesVista will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to SalesVista and notifying SalesVista of any changes to such information.
- <u>Overdue Charges</u>. If any invoiced amount is not received by SalesVista by the due date, then without limiting SalesVista's rights or remedies, (a) those charges may

accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) SalesVista may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

- Suspension of Service and Acceleration. If any charge owing by Customer under this Agreement is 30 days or more overdue, SalesVista may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, SalesVista will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

- Payment Disputes. SalesVista will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

- Taxes. SalesVista's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If SalesVista has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, SalesVista will invoice Customer and Customer will pay that amount unless Customer provides SalesVista with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SalesVista is solely responsible for taxes assessable against it based on its income, property and employees.

6. PROPRIETARY RIGHTS AND LICENSES

- Reservation of Rights. Subject to the limited rights expressly granted hereunder, SalesVista, its Affiliates, its licensors and providers reserve all of their right, title and interest in and to the Services, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

- License by Customer to SalesVista. Customer grants SalesVista and its applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Customer Data, each as appropriate for SalesVista to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If SalesVista or Customer uses a Third-Party Application with a Service, Customer grants SalesVista permission to allow the Third-Party Application and its provider to access Customer Data and information about Customer's usage of the Third-Party Application as appropriate for the interoperation of that Third-Party Application with the Service. Any access Customer's Data by a Third-Party Application or its provider will be in accordance with SalesVista's data access policies available at salesvista.com/privacy-policy or such other location as SalesVista may provide. Subject to the limited licenses granted herein, SalesVista acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, or Third-Party Application.

- License by Customer to Use Feedback. Customer grants to SalesVista a worldwide, perpetual, irrevocable, royalty- free license to use and incorporate into its services any

suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of SalesVista's services.

7. CONFIDENTIALITY

- <u>Definition of Confidential Information</u>. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of SalesVista includes the Services , and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional SalesVista services.
- <u>Protection of Confidential Information</u>. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, SalesVista may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Third-Party Application provider to the extent necessary to perform SalesVista's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.
- <u>Compelled Disclosure</u>. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil

proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. PERSONAL DATA

Only in so far as Agreement Personal Data is subject to GDPR or UK GDPR:

- The Customer authorises SalesVista to process the Agreement Personal Data during the term of this Agreement as a Processor for the purpose set out in Schedule 1.
- The Customer warrants to SalesVista that: it has all necessary rights to authorise SalesVista to process Agreement Personal Data in accordance with this Agreement and the Data Protection Laws; and its instructions to SalesVista relating to processing of Agreement Personal Data will not put SalesVista in breach of Data Protection Laws, including with regard to Restricted Transfers.
- If SalesVista considers that any instructions from the Customer relating to processing of Agreement Personal Data may put SalesVista in breach of Data Protection Laws, SalesVista will be entitled not to carry out that processing and will not be in breach of this Agreement or otherwise liable to the Customer as a result of its failure to carry out that processing.
- The Customer authorises SalesVista to engage Sub-Processors (including those listed in Schedule 2). SalesVista will inform the Customer of any intended changes concerning the addition or replacement of Sub-Processors.
- This sub-clause shall apply only where and to the extent that Customer is established within the EU, the UK or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to SalesVista's use of a new Subprocessor then Customer shall promptly, and within 14 days following SalesVista's notification pursuant to the clause above provide written notice of such objection to SalesVista [providing details and evidence where reasonably available to support the reasonable grounds asserted] . Should SalesVista choose to retain the objected-to Subprocessor, SalesVista will notify Customer at least 14 days before authorizing the Subprocessor to process Agreement Personal Data and Customer may terminate [on 30 days notice] the relevant portion(s) of the Service within 14 days of receipt of that notification. Upon any termination by Customer pursuant to this Section, SalesVista shall refund Customer any prepaid fees for the terminated portion(s) of the Service that were to be provided after the effective date of termination.
- If SalesVista appoints a Sub-Processor, SalesVista will put a written contract in place between SalesVista and the Sub-Processor that specifies the Sub-Processor's processing activities and imposes on the Sub-Processor no less protective terms to those imposed on SalesVista in this clause 8.
- SalesVista will remain liable to the Customer for performance of the Sub-Processor's obligations.
- SalesVista will:
  - process the Agreement Personal Data only on documented instructions from the Customer (unless SalesVista or the relevant Sub-Processor is required to process Agreement Personal Data to comply with domestic law to which SalesVista is subject, in which case SalesVista will notify the Customer of

such legal requirement prior to such processing unless such law prohibits notice to the Customer on public interest grounds);

- o for the purpose of this Agreement the obligations on SalesVista to perform the Services are documented instructions. Nothing in this clause will permit the Customer to vary SalesVista's obligations under this Agreement;
- o immediately inform the Customer if, in its reasonable opinion, any instruction received from the Customer infringes any data protection provisions in Data Protection Laws;
- o ensure that any individual authorised to process Agreement Personal Data is subject to confidentiality obligations or is under an appropriate statutory obligation of confidentiality;
- o at the option of the Customer, delete or return to the Customer all Agreement Personal Data after the end of the provision of Services relating to processing, and delete any remaining copies in the absence of further instructions from the Customer SalesVista will securely delete all the Data (including Personal Data) within 90 days after the end of the Service Period however SalesVista will be entitled to retain any Agreement Personal Data which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting, taxation or record keeping purposes;implement appropriate technical and organisational measures as set out in Schedule 3 Annex II;
- o notify the Customer without undue delay after becoming aware of Personal Data Security Incident;
- o provide reasonable assistance to the Customer (at the Customer's cost) in
  - complying with its obligations under the Data Protection Laws relating to the security of processing Agreement Personal Data;
  - responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;
  - documenting any Personal Data Security Incidents and reporting any Personal Data Security Incidents to any Data Protection Supervisory Authority and/or Data Subjects; and
  - conducting privacy impact assessments of any processing operations and consulting with Data Protection Supervisory Authorities, Data Subjects and their representatives accordingly;
- o make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this clause 8.
- o allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, provided that the Customer gives SalesVista at least 90 days' prior written notice of each such audit and that each audit is carried out at the Customer's cost, during business hours, so as to cause the minimum disruption to SalesVista and without the Customer or its auditor having any access to any data belonging to a person other than the Customer. Any materials disclosed during such audits and the results of and/or outputs from such audits will be deemed to be Confidential Information of SalesVista and the provisions of clause 7 will apply to them.

- Where the Data Protection Laws apply to the Agreement Personal Data the Standard Contractual Clauses pertaining to a controller to processor relationship (Module Two) and where applicable the UK Addendum (as described below) will apply to the Processing to the extent any Agreement Personal Data is subject to the UK GDPR or

GDPR, specifically the Standard Contractual Clauses shall be incorporated by reference and form an integral part of this Agreement as follows:

- o the Customer shall be the data exporter and SalesVista shall be the data importer to the extent relevant under the applicable law;
- o the provisions and information set out in the Schedules to this Agreement shall be used to complete the Annexures of the Standard Contractual Clauses;
- o Notwithstanding clause 12 below in relation to the governing law clause in the Standard Contractual Clauses (i.e. clause 17 of the Standard Contractual Clauses), the Standard Contractual Clauses shall be governed by the substantive law of Ireland and in relation to choice of forum and jurisdiction clause in the Standard Contractual Clauses (i.e clause 18(b) of the Standard Contractual Clauses the forum and jurisdiction shall be Ireland;
- o Where and to the extent only that the Standard Contractual Clauses apply, the Standard Contractual Clauses will prevail over any other inconsistent or conflicting agreement between the Parties;
- o Option 2 applies to clause 9 and the authorised sub-processors are listed in Schedule 2 and the importer shall give at least three months' notice to a change.
- o To the extent any Agreement Personal Data is subject to the UK GDPR transfers of that UK Agreement Personal Data shall be conducted through the use of the UK Addendum which converts the standard Contractual Clauses to apply to the of that UK Agreement Personal Data in doing so the full UK Addendum will be incorporated by reference and form an integral part of this Agreement and shall apply to the Processing as set out in Schedule 4;
  - the Parties shall be deemed to have signed the UK Addendum, the provisions and information set out in Schedule 4 shall be used to complete the Annexures of the UK Addendum and in relation to the transfer of UK Agreement Personal Data in the event of any inconsistency or conflict between the parties then the terms of the Standard Contractual Clauses as amended by the UK Addendum shall apply to those transfers.

In so far as Agreement Personal Data is subject to the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et. seq., including as amended by the California Privacy Rights Act of 2020, and all regulations issued thereunder (collectively, the "**CCPA**"):

- SalesVista shall act as a "service provider" and certifies that it shall only Process Agreement Personal Data on behalf of Customer in accordance with and for the purpose set out in Schedule 1 and as part of its direct business relationship with Customer;
- SalesVista further certifies that it shall not sell Agreement Personal Data or share such Agreement Personal Data for cross-context behavioural advertising. Notwithstanding the foregoing, SalesVista may Process Agreement Personal Data as may otherwise be permitted for service providers or under a comparable exemption from "Sale" under Data Protection Laws, as reasonably determined by SalesVista;
- SalesVista shall provide the same level of privacy protection to any Agreement Personal Data as provided, and required, under the CCPA;

- SalesVista shall immediately notify Customer if it determines that it can no longer comply with applicable obligations under the CCPA with respect to Agreement Personal Data; and

Except to the extent both (i) otherwise provided under the Agreement and (ii) permitted under the CCPA, SalesVista shall not combine analogically separate Agreement Personal Data within its multi-tenant architecture to enforce data segregation between customers.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- SalesVista Warranties. SalesVista warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) SalesVista will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) [*subject to the "Integration with Third-Party Applications" section above,*] SalesVista will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.
- Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. MUTUAL INDEMNIFICATION

- Indemnification by SalesVista. SalesVista will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by SalesVista in writing of, a Claim Against Customer, provided Customer (a) promptly gives SalesVista written notice of the Claim Against Customer, (b) gives SalesVista sole control of the defense and settlement of the Claim Against Customer (except that SalesVista may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives SalesVista all reasonable assistance, at SalesVista's expense. If SalesVista receives information about an infringement or misappropriation claim related to a Service, SalesVista may in its discretion and at no cost to Customer, (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching SalesVista's warranties under "SalesVista Warranties" above, (ii) obtain a license for Customer's

continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by SalesVista, if the Services or use thereof would not infringe without such combination; (2) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (3) a Claim against Customer arises from Content, a Third-Party Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

- <u>Indemnification by Customer</u>. Customer will defend SalesVista and its Affiliates against any claim, demand, suit or proceeding made or brought against SalesVista by a third party (a) related to any Customer Data or to Customer's use of Customer Data with the Services, (b) alleging that a Third-Party Application provided by Customer, or the combination of a Third-Party Application provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or (c) arising from Customer's use of the Services in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a "Claim Against SalesVista"), and will indemnify SalesVista from any damages, attorney fees and costs finally awarded against SalesVista as a result of, or for any amounts paid by SalesVista under a settlement approved by Customer in writing of, a Claim Against SalesVista, provided SalesVista (a) promptly gives Customer written notice of the Claim Against SalesVista, (b) gives Customer sole control of the defense and settlement of the Claim Against SalesVista (except that Customer may not settle any Claim Against SalesVista unless it unconditionally releases SalesVista of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against SalesVista arises from SalesVista's breach of this Agreement, the Documentation or applicable Order Forms.
- <u>Exclusive Remedy</u>. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third party claim described in this Section.

11. LIMITATION OF LIABILITY

- <u>Limitation of Liability</u>. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.
- <u>Exclusion of Consequential and Related Damages</u>. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL,

COST OF COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. TERM AND TERMINATION

- <u>Term of Agreement</u>. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.
- <u>Term of Purchased Subscriptions</u>. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at SalesVista's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- <u>Termination</u>. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- <u>Refund or Payment upon Termination</u>. If this Agreement is terminated by Customer in accordance with the "Termination" section above, SalesVista will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by SalesVista in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to SalesVista for the period prior to the effective date of termination.
- Surviving Provisions. The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as SalesVista retains possession of Customer Data.

13. GENERAL PROVISIONS

- <u>Entire Agreement and Order of Precedence</u>. This Agreement is the entire agreement between SalesVista and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations,

written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

- <u>Relationship of the Parties</u>. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

- <u>Third-Party Beneficiaries</u>. There are no third-party beneficiaries under this Agreement.

- <u>Waiver</u>. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

- <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

- <u>Assignment</u>. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, SalesVista will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

- <u>Manner of Giving Notice</u>. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

- <u>Agreement to Governing Law and Jurisdiction</u>. Apart from the specific jurisdiction and choice of forum requirements for the Standard Contractual Clauses as set out in Part 8 for the Agreement Personal Data of those based in the UK or EEA each party agrees to the applicable governing law of the State of Georgia without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable state or federal courts located in Georgia.

- IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of Order Form eSignature by Customer.

Data Protection Schedules

Schedule 1

Agreement Personal Data

Subject matter of processing	Compensation Plans for Sales teams, metrics related to compensation plans including plan creation, reports against goals, reports for Sales Management to track against company goals.
Duration of processing	Term plus 12 months
Nature of processing	Processing the data includes: collecting, sorting, saving, aggregating, transferring, and deleting data provided by the Controller.
Purpose of processing	The purpose of processing is to generate statements and reports for the end-users of the Controller to understand their Sales compensation and for managers and management responsible for revenue may track against company goals.
Type of Personal Data (include explanation of any special category data)	The following data is to be processed: Names, street addresses, email address, job titles, employee reference id, payroll information (including salaries, wages, bonuses, commission related draws/advances and withheld taxes), tax numbers, country of residence, locale (language and region and currency unit), time zone, hire date, termination date, images/avatars of the Controllers' end-users, details of the commission plan (quote, commission rates, on target earnings, special incentives, or other commission plan details), communication/queries related to commission/payroll.
Categories of Data Subject	Employees, consultants and contractors of the Customer; correspondents and any other individuals interacting with SalesVista and Customer.

Schedule 2

Sub-Processors

i. **Name of the Sub-Processor;**
ii. **Brief description of the service it provides (which involves the sub-processing);**
iii. **Address of the Sub-Processor; and**
iv. **whether use of the Sub-Processor involves any transfer of the Agreement Personal Data (by SalesVista and/or by the Sub-Processor) outside of the UK/EEA, and details of such transfer(s) as applicable.]**

Sub-Processor	Address	Transfers outside UK/ EEA	Service
Box, Inc .com	United States	Yes (for SalesVista to create sales compensation plans in SalesVista)	File sharing between SalesVista and customers
Datadog	United States	Yes	Platform monitoring
Google, LLC (Google Cloud Platform)	Belgium, Germany, United States	Yes (for SalesVista Support purposes)	Google Cloud Platform Cloud HoswServicesInfrastructure providerhosting proviw
Microsoft Corporation (Microsoft 365)	United States	Yes	Email, Messaging, and document/file storage
SendGrid, Inc.	United States	Yes	Email notifications
Slack Technologies, Inc.	United States	Yes	Messaging Services
WorkOS, Inc.	United States	Yes	Single-Sign-On (SSO) services
Zendesk, Inc.	United States	Yes	Customer Support and Ticketing, KnowlegeBase portal

Schedule 3

INFORMATION AND ANNEXURES TO STANDARD CONTRACTUAL CLAUSES

Module Selection	Module Two is selected
Docking clause	Is selected
Redress	The Optional clause is not selected
Supervision	The Irish Supervisory Authority: Data Protection Commission
Governing Law	The governing law in relation to the Standard Contractual Clauses will be the laws of Ireland. The appropriate language for shall be selected accordingly and as may be appropriate.
Choice of Forum and Jurisdiction	The forum and jurisdiction shall always be Ireland
Annexure Information	The information required in Annexures 1,2 and where relevant 3, of the Standard Contractual Clauses shall be obtained by reference to the relevant information set out below. The information set out below may be updated from time to time and in so doing, the information about international transfers contained in the Standard Contractual Clauses will also be updated.

ANNEX I

A.   LIST OF PARTIES

1.   **DATA EXPORTER**

(a)   For the purpose of this Schedule, the Data Exporter is the Customer

2.   **DATA IMPORTER**

For the purpose of this Schedule, the Data Importer is SalesVista .

B.   DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Please see Schedule 1

Categories of personal data transferred

Please see Schedule 1

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.

Please see <u>Schedule 1</u>

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

Continuous for the term of this Agreement

Nature of the processing

Please see <u>Schedule 1</u>

Purpose(s) of the data transfer and further processing

Please see <u>Schedule 1</u>

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

The Term of the Agreement plus 12 months

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Please see <u>Schedule 2</u>

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority is the Irish Supervisory Authority: Data Protection Commission

ANNEX II

Technical and Organisational Measures to Ensure the Security of the Agreement Personal Data

1. **Technical Measures**

   a) The Data Importer holds the privacy and/or security certification(s), report(s) and standards below.
      ☐ *Measures of pseudonymisation and 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 using multiple factors (MFA)*
      ☐ *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 through agreements with Hosting providers that maintain the physical security of the data centers.*
      ☐ *Measures for ensuring events logging*
      ☐ *Measures for internal IT and IT security governance and management*
      ☐ *Measures for certification/assurance of processes and products*
      ☐ *Measures for ensuring limited data retention*
      ☐ *Measures for ensuring accountability*
      ☐ *Measures for allowing data portability and ensuring erasure*
      ☐ *AICPA SOC 2 Type 2 Report*

   b) In lieu of any standards being adopted, the Data Importer has implemented the technical measures below.
      ☐ *[Examples of possible measures: Measures of pseudonymisation and encryption of personal data, ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services etc.]*

2. **Organisational Measures**

   a) Access Control
      a. SalesVista restricts access to Customer Data to employees with a business need-to-know or role requiring such access
      b. SalesVista maintains user access controls with timely provisioning and removal of access.
      c. SalesVista regularly audits user account access
   b) Business Continuity
      a. SalesVista maintains business continuity plans that incorporate disaster recovery (BC/DR) in order to minimize service downtime
      b. BC/DR plans, policies, and are reviewed and updated at regular intervals

c) Change Control
   a. SalesVista maintains policies and procedures that require documented and formally approved changes prior to any changes to the Service
d) Confidentiality
   a. SalesVista has controls in place to maintain the confidentiality of Customer Data. Employees are bound by SalesVista's internal policies regarding confidentiality of Customer Data.
   b. All employees are required to sign a confidentiality agreement and complete a background check upon hire.
e) Data Security
   a. SalesVista maintains technical safeguards to ensure the security and confidentiality of Customer Data
   b. SalesVista logically segregates Customer Data in the production environment
f) Encryption and Key Management
   a. SalesVista maintains policies and procedures for the management of encryption keys and the data they protect
   b. SalesVista encrypts data at rest and in transit
g) Governance and Risk Management
   a. SalesVista requires annual security training for all employees
   b. SalesVista maintains a Risk Management program and meets regularly to review all open Risks
h) Infrastructure Security
   a. SalesVista Services are hosted on Google Cloud Platform ("GCP"). SalesVista leverages infrastructure services such as network time synchronization, load balancing, firewalls, compute, and storage from GCP. SalesVista annually reviews GCP's independent audit reports to ensure compliance with stated policies.
   b. SalesVista maintains environments for development and testing that are separate from the production environment.
i) Patching and Vulnerabilities
   a. Security patches are applied according to SalesVista process, including provisions for emergency deployment of highly critical patches
   b. SalesVista performs continuous scans of the Service to detect vulnerabilities. Full scans are performed at least monthly.
   c. SalesVista undergoes a penetration test of its network and Service on an annual basis. Any vulnerabilities found are assessed on the basis of the SalesVista Risk Management Policy remediated according the SalesVista Vulnerability Management Policy.

ANNEX III – LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors: As set out in Schedule 2.

Schedule 4

UK ADDENDUM APPENDIX

UK Addendum Table 1: Parties

Start date	The date of the Agreement.	
The Parties	**Customer (Exporter)**	**SalesVista (Importer)**
Parties' details	As set out at the beginning of this Agreement	As set out at the beginning of this Agreement
Key Contact	As set out in the Order Form	As set out in the Order Form

UK Addendum Table 2: Selected SCCs, Modules and Selected Clauses

<table>
<tr>
<td>Addendum EU SCCs</td>
<td colspan="6">☐The version of the Approved EU SCCs which the UK Addendum is appended to, detailed below, including the Appendix Information:

Date: [insert]

Reference (if any): [insert]

Other identifier (if any): [insert]

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 UK Addendum:</td>
</tr>
<tr>
<td>Module</td>
<td>Module in operation</td>
<td>Clause 7 (Docking Clause)</td>
<td>Clause 11 (Option)</td>
<td>Clause 9a (Prior Authorisation or General Authorisation)</td>
<td>Clause 9a (Time period)</td>
<td>Is personal data received from the Importer combined with personal data collected by the Exporter?</td>
</tr>
<tr>
<td>2</td>
<td>Yes</td>
<td>Yes</td>
<td>Not used</td>
<td>Prior</td>
<td>3 months</td>
<td>No</td>
</tr>
</table>

UK Addendum 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 Standard Contractual Clauses Approved (other than the Parties), and which for the UK Addendum is set out in:

Annex 1A: List of Parties: the information contained in Schedule 3
Annex 1B: Description of Transfer: the information contained in Schedule 3
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: the information contained in Schedule 3, Annex II is to be read as included here

Table 4: Ending this UK Addendum when the approved UK Addendum Changes

Ending this UK Addendum when the approved UK Addendum changes	Which Parties may end this UK Addendum as set out in clause 19 of the UK Addendum: ☒ Importer ☐ Exporter ☐ neither Party