

Platform License Agreement

This Platform License Agreement (“**Agreement**”), effective as of [1 Jan 2024] (the “**Effective Date**”), is by and between Asymmetrical Insights, LLC, a Montana Limited Liability Company with offices located at 465 Harlan Creek Road Hamilton, MT 59840 (“**Provider**”), and subscribing members (“**Customer**”). Provider and Customer may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

Background: The Parties execute this Agreement with reference to the following:

Provider provides access to the Services to its customers; Customer desires to access such Services; and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

Agreement: In consideration of the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) “**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) “**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased under this Agreement. Without limiting the generality of the foregoing, Authorized User includes any person that Customer is monitoring and/or gathering data from through the Services.

(c) “**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(d) “**Documentation**” means Provider’s user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form and any end user documentation relating to the Services.

(e) “**Provider IP**” means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the Services and Documentation. For the avoidance of doubt, Provider IP includes Aggregated Statistics but does not include Customer Data.

(f) “**Purchase Order**” means each purchase order where Customer agrees to purchase the Services and/or the Professional Services.

(g) “**Services**” means the software-as-a-service and related software described in each Purchase Order.

(h) **“Third-Party Products”** means any third-party products provided with or incorporated into the Services or any data provided by or collected from third parties and used as part of the Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer’s compliance with all other terms and conditions of this Agreement, Provider shall provide access to the Services from the Effective Date to the Expiration Date, both as defined and specified in each Purchase Order executed by the Parties. The initial Purchase Order is attached as **Exhibit A**. Each additional Purchase Order is incorporated here by reference. If any conflict exists between any Purchase Order and this Agreement, this Agreement will govern. Customer’s right to access the Services is non-exclusive, non-sublicensable, and non-transferable. Provider shall provide Customer with the necessary network links, connections, or downloads to allow Customer to access the Services. Customer and its Authorized Users may have to create platform logins and provide Provider with certain registration information, all of which must be accurate and updated as appropriate and comply with Provider’s registration policies then in effect.

(b) Acknowledgement of Authorized Users. Customer shall ensure all Authorized Users read and acknowledge Provider’s End User License Agreement, Privacy Policy, and any other agreement required to install or set up the Services on a person’s devices. For avoidance of doubt, this means that Customer shall not monitor and/or gather information about any person without first obtaining that person’s acknowledgement and consent of the above-described agreements. Customer shall indemnify, hold harmless, and, at Provider’s option, defend Provider from and against any Losses resulting from Customer’s failure to comply with this Section 2(b).

(c) Affiliates. For purposes of this Agreement, “Affiliate” means any entity controlling, controlled by or under common control with Customer where “control” is defined as (i) the ownership of at least fifty percent (50%) of the equity or beneficial interests of the entity; or (ii) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (iii) the power to exercise a controlling influence over the management or policies of the entity; or (iv) effective control over the entity’s IT systems and software development pursuant to a joint venture or otherwise. If an Affiliate wishes to obtain the Services directly from Provider, such Affiliate may enter into a separate Purchase Order with Provider under this Agreement, and in such case, the Purchase Order will be governed by this Agreement, and all references to Customer under this Agreement shall be deemed to refer to the applicable Affiliate. Notwithstanding the foregoing, Customer is responsible for assuring Affiliates comply with the terms and conditions in this Agreement, and any breach of this Agreement by an Affiliate will be deemed a breach by Customer.

(d) Service Usage. Customer’s rights to access and use the Services include the right for (i) Customer to access and use the Services on its behalf and on the behalf of its Affiliates, and for (ii) Customer’s Affiliates to access and use the Services. Notwithstanding the foregoing, Customer’s or its Affiliates’ use of the Services may not exceed limits for designated levels of usage, Authorized Users, number of seats, type or size of allowed projects, data, storage, or the like (each a **“Services Allocation”**) as set

forth in each separate Purchase Order except as expressly agreed to in writing by the Parties, and subject to any appropriate adjustment of the Fees payable under this Agreement and/or the Purchase Order.

(e) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's business purposes in connection with its use of the Services.

(f) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(g) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(h) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (ii) in accordance with the Fees section below (any such suspension a "**Service Suspension**"). Provider shall use reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding the resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(i) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights in the Aggregated Statistics, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(j) Subcontractors. Provider may from time to time in its discretion engage third parties to perform Services or Professional Services.

3. Customer Responsibilities. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users and Affiliates, and any act or omission by an Authorized User or Affiliate that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users and Affiliates aware of this Agreement's provisions as applicable to such Authorized User's or Affiliate's use of the Services, and shall cause Authorized Users and Affiliates to comply with such provisions.

4. Service Levels and Support.

(a) Service Levels. Provider shall use commercially reasonable efforts to make the Services available in accordance with **Exhibit B**. Via a Purchase Order, Customer may purchase the enhanced support services described in **Exhibit B** at Provider's then current rates ("**Enhanced Support Services**").

(b) Support. From the Effective Date to the Expiration Date of each Purchase Order, both as defined and specified in each Purchase Order, Provider shall provide the support services described in **Exhibit B** ("**Support Services**").

5. Security and Privacy.

(a) Provider Security and Privacy Obligations. Provider will employ security measures in accordance with Provider's data privacy and security policy. When processing Personal Information, Provider shall comply with the Data Protection Addendum set forth on **Exhibit C**.

(b) Data Breach Procedures. Provider maintains a data breach plan and shall implement the procedures required under such data breach plan on the occurrence of a data breach.

(c) Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data within its control, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (iii) the security and use of Customer's and its Authorized Users' access credentials; (iv) all access to and use of the

Services directly or indirectly by or through the Customer systems or its Authorized Users' access credentials; and (v) obtaining any applicable consents required by law from Authorized Users, end users, or other individuals for Provider to process Customer Data and end user data, including as described in Section 2(b) of this Agreement.

(d) Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures, and other safeguards necessary to: (i) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Services and any Professional Services; and (ii) control the content and use of Customer Data under Customer's control.

6. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("Fees") as set forth in each Purchase Order without offset or deduction. Customer shall make all payments under this Agreement in US dollars on or before the due date set forth in each Purchase Order. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Payment Disputes. Customer shall notify Provider in writing of any dispute with any payment request, along with substantiating documentation, within thirty (30) days from the date of the payment request. Customer will be deemed to have accepted all payment requests for which Provider does not receive timely notification of disputes and shall pay all undisputed amounts due under such payment requests within the periods described in this Agreement.

(c) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under this Agreement, other than any taxes imposed on Provider's income.

7. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party prior to disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need

to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations under this Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

8. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

(d) Marketing. Customer grants Provider and its successors and assigns the perpetual worldwide right and license to use Customer's business name and logo, information publicly available about Customer, Customer's use of the Services, and affiliation with Provider to advertise and promote Provider and the Services in any and all media and by any and all technologies and means of delivery whether now or in the future known or devised, without further consent from Customer and without any royalty, payment, or other compensation to Customer, subject to Customer's standard trademark guidelines Customer provides to Provider. To opt out of the right and license granted in this paragraph, please email: admin@gopackapp.com.

9. Limited Warranty and Warranty Disclaimer.

(a) Provider represents, warrants, and covenants to Customer that Provider will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. During the Term of this Agreement, Provider represents and warrants to Customer that (i) the Services will comply with the material functionality described in the Documentation, this Agreement, and each Purchase Order and that such functionality will be maintained in all material respects in subsequent upgrades to the Services; and (ii) the Services will be in material conformity with all requirements or specifications stated in any applicable Purchase Order. Customer must promptly provide Provider with a written notice that describes any deficiency in the Services or the warranties contained in this Section (including, as applicable, the service request number notifying Provider of the deficiency in the Services). THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including

reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third party claim, suit, action, or proceeding ("**Third Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies Provider in writing of such Third Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third Party Claim.

(ii) If a Third Party Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data; or (D) third party products.

(b) Customer Indemnification. To the extent allowed by applicable law, Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or reasonably anticipated to be used in combination with the Services; (iv) result from allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; (v) materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including Provider's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User; or (vi) modifications to the Services not made by Provider, provided that Customer may not settle any Third Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED TEN THOUSAND US DOLLARS.

12. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until [1 Jan 2028]. (the "**Initial Term**"). This Agreement will automatically renew for up to four additional successive one year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due under this Agreement, and such failure continues more than twenty days after Provider's delivery of written notice to Customer;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) is capable of cure, but remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any

court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's confidentiality obligations, Customer shall delete, destroy, or return all copies of the Provider IP and, if requested by Provider, certify in writing to Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Survival. The sections dealing with Confidential Information, intellectual property, and any right or obligation of the Parties in this Agreement which, by its express terms, nature, or context is intended to survive termination or expiration of this Agreement, shall continue indefinitely, and shall survive any termination or expiration of this Agreement.

13. Insurance. During the Term, Provider shall, at its own cost and expense, obtain and maintain insurance in an amount customary within Provider's industry.

14. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications must be in writing and addressed to the Parties at the addresses that may be designated by the Party, giving notice from time to time in accordance with this Section. All notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the notice has complied with the requirements of this Section.

(c) Force Majeure. Except for the payment of Fees, in no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, pandemic, epidemic, or passage of a law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Waiver. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party

so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver of any of the foregoing, and no single or partial exercise of any right, remedy, power, or privilege will preclude any other or further exercise of the foregoing or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Montana without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Montana. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted under this Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of Montana in each case located in the city of Missoula and County of Missoula, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Provider may freely assign this Agreement without written consent of Customer. Customer may not assign this Agreement without the prior written consent of the Provider. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

(h) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections related to Confidential Information, intellectual property, or, in the case of Customer, Sections related to Use Restrictions or Customer Control and Responsibility, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(i) Attorneys' Fees. To the extent allowed by applicable law, in the event that any action is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the substantially prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission, as well as photocopies of such facsimile transmission or email correspondence (e.g., DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Asymmetrical Insights, LLC

[]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
PURCHASE ORDER

PO Number: **1**

This Purchase Order (“**PO**”), adopts and incorporates by reference the terms and conditions of the Platform License Agreement (“**Agreement**”), which was entered into on **[DATE]**, between Asymmetrical Insights, LLC a Montana Limited Liability Company (“**Provider**”) and **[NAME]**, a **[STATE]** **[ENTITY TYPE]** (“**Customer**,” and together with Provider, the “**Parties**,” and each a “**Party**”), as it may be amended from time to time. This PO is effective beginning on **[DATE]** (“**Effective Date**”) and will remain in effect until **[DATE]** (“**Expiration Date**”), unless earlier terminated in accordance with the Agreement. Capitalized terms used but not defined in this PO shall have the meanings set out in the Agreement.

1. Services.

Qty	Description	Due Date	Price
Costs and expenses			
TOTAL			

2. Services Allocations.

Services Allocation	Limit
Authorized Users	

3. Enhanced Support Services.

Qty	Deliverable	Due Date	Price

			Costs and expenses
			TOTAL

Payment Schedule:

Due Date	Amount	Payment Total

By signing below, you acknowledge that you have read, understand, and agree to be bound by the Agreement and this Purchase Order on behalf of Customer and that you have the authority to bind Customer to each.

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer.

Asymmetrical Insights, LLC

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT B

SERVICE LEVEL AGREEMENT

This Service Level Agreement (the “SLA”) sets out the additional terms, requirements, and conditions for which Provider will provide support and services when providing Services under the Platform Service Agreement (“Agreement”). Capitalized terms not otherwise defined shall have the meaning given to them in the Agreement.

1. Definitions.

“**Customer Cause**” means any of the following causes of an Error: (a) any negligent or improper use, misapplication, misuse, or abuse of, or damage to, the Services by Customer; (b) any maintenance, update, improvement, or other modification to or alteration of the Services by Customer; (c) any use of the Services by Customer in a manner inconsistent with the then-current Documentation or the Agreement; or (d) any use by Customer of any third party products that Provider has not provided or caused to be provided to Customer.

“**Error**” means a singular failure of the Services to perform in substantial conformity with the Documentation.

“**First Line Support**” means (a) the identification, diagnosis, and correction of Errors and (b) providing every day and general answers to inquiries about the basic use and basic functionality of the Services; both by the provision of the following Support Services by help desk technicians: (i) email assistance; and (ii) access to technical information on Provider’s website for proper use of the Services.

“**Maintenance Release**” means any update, upgrade, release, or other adaptation or modification of the Services, including any updated Documentation, that Provider may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Services.

“**New Version**” means any new version of the Software that Provider may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Provider’s designation of a new version number), and which Provider may make available to Customer at an additional cost under a separate written agreement.

“**Out-of-Scope Services**” means any services requested by Customer in connection with any apparent Services Error which has been reasonably determined by Provider to have been caused by a Customer Cause.

“**Resolve,**” “**Resolved,**” “**Resolution,**” means the provision of: (a) Support Services that, in Provider’s reasonable discretion, corrects the Error; (b) information to Customer that corrects the Error; or (c) information to Customer on how to obtain a solution that corrects the Error.

“**Response Time**” means the time period for Provider to acknowledge the submission of an Error. Such period will commence on submission of the Error and conclude upon first response by Provider.

“**Service Levels**” means the defined severity levels and corresponding Response Time and Target Resolution Time.

“**Severity Level 1**” means any Error causing the Services not to operate and has a critical impact on Customer’s business operations.

“**Severity Level 2**” means any Error causing a lack of Services functionality and materially degrades significant aspects of Customer’s business operations.

“**Severity Level 3**” means any Error that impairs the performance of the Services but does not substantially affect Customer’s business operations.

“**Severity Level 4**” means any Error that does not qualify as Severity Level 1, 2, or 3.

“**Support Hours**” means business days excluding public holidays.

“**Support Period**” means the Effective Date to the Expiration Date, both as defined and specified in each Purchase Order.

“**Support Services**” means Provider’s First Line Support of the then-current version and release of the Services but excluding any Out-of-Scope Services.

“**Target Resolution Time**” means the target period for Provider to Resolve the Error or provide a workaround or other temporary fix. Such period shall commence on the submission of the Error, and shall conclude when the Error is Resolved, and shall not include any time lapsed as a result of waiting for Customer’s input or responses to Provider’s requests regarding the Error.

2. Support Services. Provider shall perform all Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Exhibit and the Agreement.

2.1 Support Service Responsibilities. Provider shall use commercially reasonable efforts to Resolve all Support Requests from Customer as follows:

(a) Provider will respond to and Resolve all Support Requests in accordance with the Service Levels;

(b) Provider will provide First Line Support to Customer during all Support Hours by means of the email address [email]; and

(c) Provider will provide Customer with online access to technical support bulletins and other user support information and forums, to the full extent Provider makes such resources available to its other customers.

2.2 Service Levels. Provider shall use commercially reasonable efforts to respond to and Resolve all Support Requests within the following times based on Provider’s designation of the severity of the associated Error, subject to revisions of such designation after Provider’s investigation of the reported Error:

PRIORITY LEVEL	RESPONSE TIME	TARGET UPDATE INTERVAL	TARGET RESOLUTION TIME
Severity Level 1	Four (4) hours	Two (2) hours	Twenty-four (24) hours
Severity Level 2	Two (2) hours	Four (4) hours	Forty-eight (48) hours
Severity Level 3	Four (4) hours	Three (3) days	Seven (7) days
Severity Level 4	Twenty-four (24) hours	Seven (7) days	Next maintenance release

2.3 Provider Updates. Provider shall use commercially reasonable efforts to provide Customer target interval updates in the timeframes set forth above and give Customer regular electronic or other written reports and updates of the nature and status of its efforts to correct any Error and the estimated time of Provider’s response and Resolution.

2.4 Remote Services. Customer acknowledges and agrees that Provider may provide Remote Services to Customer to assist in analyzing and Resolving a Support Request. Customer agrees to provide Provider with access to Customer’s network, system, and computers to install and use remote access software (“**Remote Access Software**”) necessary for Provider to provide the remote Services to Customer. The Remote Access Software contains technological measures designed to collect and transmit to Provider certain diagnostic, technical, usage, and related information, including information about Customer’s computers, systems, network, and any third party materials, relating to or derived from Customer’s use of Software. Customer acknowledges and agrees that Provider may collect, maintain, process, and use this information in the course of performing the Services under this Agreement, provided that Provider shall only access, control, and gather such information that it reasonably believes to be necessary to assist in analyzing and Resolving a Support Request. At all times Customer’s information will be treated in accordance with Provider’s privacy policy, as amended from time to time, which can be viewed at: [\[link to privacy policy.\]](#)

2.5 Maintenance Releases. Provider will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Agreement. Customer does not have any right under or in connection with the Agreement to receive any New Versions.

2.6 Training. Provider shall provide up to [\[number\]](#) hours of training to Customer on using the software at Provider’s standard hourly rates then in effect. Provider shall provide training only during Normal Business Hours on dates mutually agreed upon by the Parties.

2.7 Enhanced Support Services. Provider may, at Customer’s request, provide to Customer the Enhanced Support Services via Customer’s purchase of such Enhanced Support Services as set forth in a separate Purchase Order. Nothing in this SLA requires Provider to provide any support, services, or the like for Enhanced Support Services.

3. Uptime. Provider shall use commercially reasonable efforts to ensure the uptime percentage of the Services will be greater than **ninety-nine percent (99%)**.

4. Scheduled Downtime. Provider will provide at least **eight (8) hours** of notice before implementing any scheduled downtime when Services will not be available.

5. Support Requests and Customer Obligations.

5.1 Support Requests. Customer may request Support Services by way of a Support Request (each a “**Support Request**”). Customer shall notify Provider of each Support Request by email at **[email]** or such other contact as Provider may provide Customer from time to time. Customer shall include in each Support Request a description of the reported Error and the time Customer first observed the Error.

5.2 Customer Obligations. Customer shall provide Provider with (a) prompt notice of any Errors; and (b) assistance that Provider reasonably requires to Resolve Errors, including any information reasonably requested by Provider relating to the Error.

6. Customer Cause. Provider is not responsible or liable for any Error that Provider determines, in its sole reasonable discretion, to have a Customer Cause, including that Provider does not have to Resolve any such Error.

EXHIBIT C

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**DPA**”) sets out the additional terms, requirements, and conditions for which Provider will process Personal Information when providing Services under the Agreement to the extent required by Privacy and Data Protection Requirements. Capitalized terms not otherwise defined shall have the meaning given to them in the Agreement. Terms not otherwise defined shall have the meanings set forth in the applicable Privacy and Data Protection Requirements. The Parties agree to the terms and conditions of this DPA only to the extent required by Privacy and Data Protection Requirements.

1. **Definitions.** “**Personal Information**” means any information Provider processes on behalf of Customer under or in connection with the Agreement that identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in Provider’s possession or control. Words and expressions used in this DPA but not defined including, without limitation, “business,” “business purpose,” “consumer,” “controller,” “data subject,” “personal data,” “processing,” “processor,” “sell,” “sensitive data,” “service provider,” “sub-processor” and their respective derivative terms, shall have the meanings set forth in the privacy and data protection laws, regulations, and decisions applicable to a party to this DPA (“**Applicable Data Protection Law**”), which may include without limitation (i) the EU General Data Protection Regulation (2016/679) (“**GDPR**”), (ii) the UK Data Protection Act of 2018 and the UK General Data Protection Regulation (“**UK GDPR**”), (iii) the Brazilian General Data Protection Law of 2018, Brazil Federal Law 13.709/2018, Lei Geral de Proteção de Dados, (iv) the Japanese Act on the Protection of Personal Information Act. No.57 of 2003 as amended, and its applicable regulations, and (v) the California Consumer Privacy Act of 2018, Cal. Civ. Code §1798.100 et seq. and its implementing regulations, in each case as amended, superseded, or replaced from time to time.

2. **Detail of Processing.** The nature and subject matter of the processing, including the processing operations carried out by Provider on Customer’s behalf, Customer’s instructions to Provider, and the security measures deployed by Provider, are described in the Agreement. Provider acts as a processor or service provider (as applicable) for, and on behalf of, Customer and conducts its processing operations in accordance with Customer’s instructions.

3. **Customer’s Obligations.**

(a) Customer determines the purposes for and means by which Personal Information is being or will be processed, and the way it is or will be processed.

(b) Customer represents, warrants, and agrees that End Users will not be subject to decisions based solely on automated processing, including profiling, which produces legal effects concerning the End User or similarly significantly affects the End User.

(c) Customer represents, warrants, and agrees that with respect to Personal Information provided to Provider pursuant to this DPA, Customer shall:

(i) comply with data security and other obligations prescribed by Applicable Data Protection Law for controllers or businesses;

- (ii) confirm that the provision of Personal Information to Provider complies with Applicable Data Protection Law;
- (iii) have established a procedure for the exercise of the rights of the data subjects/consumers whose personal data or personal information is collected;
- (iv) only process personal data or Personal Information that has been lawfully and validly collected and ensure that such data or information is relevant and proportionate to the respective uses;
- (v) disclose Personal Information to Provider for a lawful business purpose consistent with the disclosures Customer makes to Customer's data subjects/consumers in Customer's privacy policies, and Customer does not sell Personal Information to Provider;
- (vi) ensure that after Customer has assessed the requirements of Applicable Data Protection Law, the security and confidentiality measures supported by this DPA are suitable for protection of Personal Information against any accidental or unlawful destruction, accidental loss, alteration, unauthorized or unlawful disclosure or access, in particular when the processing involves data transmission over a network, and against any other forms of unlawful or unauthorized processing; and
- (vii) take reasonable steps to ensure compliance with the provisions of this DPA by Customer's personnel and by any person accessing or using Personal Information on Customer's behalf.

4. Provider's Obligations.

- (a) Provider carries out the processing of Personal Information on Customer's behalf.
- (b) Accordingly, Provider agrees that it will:
 - (i) unless otherwise required by applicable law, process Personal Information only on Customer's behalf and in compliance with Customer's instructions (including relating to international data transfers), including instructions in this DPA and the Agreement;
 - (ii) promptly inform Customer if in Provider's opinion an instruction from Customer infringes Applicable Data Protection Law;
 - (iii) implement appropriate technical and organizational security measures as provided for in the Agreement prior to the commencement of the processing activities for Personal Information, maintain such security measures (or better security measures) for the duration of this DPA, and provide Customer with reasonable evidence of its privacy and security policies;
 - (iv) take reasonable steps to ensure that (1) persons employed by it and (2) other persons engaged at its place of business who may process Personal Information are aware of and comply with this DPA;
 - (v) comply with confidentiality obligations in respect of Personal Information as detailed in the Agreement and take appropriate steps to ensure that

its employees, authorized agents, and any sub-processors comply with and acknowledge and respect the confidentiality of Personal Information, including after the end of their employment, contract, or at the end of their assignment;

(vi) inform Customer of:

(A) any legally binding request for disclosure of Personal Information by a law enforcement authority, unless otherwise prohibited, such as in order to preserve the confidentiality of an investigation by law enforcement authorities, and you acknowledge that Provider may disclose Personal Information to comply with such a legally binding disclosure request;

(B) any personal data breach (or analogous concept) under Applicable Data Protection Law relating to Personal Information (“**Security Incident**”);

(C) any relevant notice, inquiry, or investigation by a supervisory authority relating to Personal Information; and

(D) any requests from a data subject/consumer to exercise their data protection rights under Applicable Data Protection Law without responding to that request, unless Customer has authorized a response or such a response is required by law;

(vii) provide Customer with reasonable co-operation and assistance in respect of Customer’s obligations regarding:

(A) requests from data subjects/consumers in respect of the exercise of their data protection rights under Applicable Data Protection Law with respect to Personal Information;

(B) the investigation of any Security Incident and the notification to the supervisory authority and data subjects in respect of such a Security Incident;

(C) the preparation of data protection impact assessments and, where applicable, carrying out consultations with the supervisory authority, in each case where and to the extent required by Applicable Data Protection Law;

(D) the security of Personal Information, including by implementing the technical and organizational security measures detailed in the Agreement;

(viii) if Provider is required by law to process Personal Information, take reasonable steps to inform Customer of this requirement in advance of any processing, unless Provider is prohibited from informing Customer on grounds of important public interest; and

(ix) upon reasonable request, make available to Customer all information necessary to demonstrate compliance with the obligations in this

Section. Provider will further comply with its audit responsibilities set forth below.

(c) Customer and Provider further agree that:

(i) Provider is acting solely as a processor, service provider, or in such other similar capacity as may be understood under Applicable Data Protection Law with respect to Personal Information;

(ii) Provider shall not retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the services specified in this DPA or any other agreement between Customer and Provider; and

(iii) Provider may deidentify, aggregate, or anonymize all or portions of Personal Information so that it no longer constitutes personal data or information under Applicable Data Protection Laws as part of its performance of services specified in this DPA and any other agreement between Customer and Provider.

(d) Provider will, upon Customer's request (not to exceed one request per calendar year unless required by Applicable Data Protection Law) by email to [EMAIL] certify compliance with this DPA in writing. On request, Provider will also provide to Customer each year an opinion or report provided by an accredited, third-party audit firm under National Institute of Standards and Technology's (NIST) Cybersecurity Framework version 1.1 (each such report, a "Report"). If a Report does not provide, in Customer's reasonable judgment, sufficient information to confirm Provider's compliance with the terms of this DPA, then Customer or an accredited third-party audit firm agreed to by both Customer and Provider may audit Provider's compliance with the terms of this DPA during regular business hours in a manner that is not disruptive to Provider's business, upon reasonable advance notice to Provider of no less than 60 days and subject to reasonable confidentiality procedures. Customer is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Provider expends for any such audit, in addition to the rates for support services performed by Provider and any expenses incurred by Provider in complying with this Section. Before the commencement of any such audit, Customer and Provider will mutually agree upon the timing, duration, and scope of the audit, which will not involve physical access to the servers from which the data processing services are provided in order to maintain the security of Provider's systems and to preserve the confidentiality of other customers' data. Customer will promptly notify Provider of information regarding any non-compliance discovered during the course of an audit. Where applicable, Customer agrees to exercise Customer's audit rights under the SCCs (defined below) by instructing Provider to comply with the audit measures described in this Section.

5. Alternative Transfer Mechanism. In the event that a court of competent jurisdiction or supervisory authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Personal Information, Customer shall fully cooperate with Provider to sign an amendment to this DPA and/or execute such other documents and take such other actions as may be necessary to remedy such non-compliance. In addition, if

Provider adopts an alternative data transfer mechanism to the mechanisms described in this DPA, including any new version of or successor to the SCCs or Privacy Shield (“**Alternative Transfer Mechanism**”), such Alternative Transfer Mechanism shall apply automatically instead of the measures described in this DPA but only to the extent such Alternative Transfer Mechanism complies with Applicable Data Protection Law and extends to the territories in which Personal Information is transferred.

6. Cross Border Transfer.

(a) If the Applicable Data Protection Law restricts cross-border Personal Information transfers, Provider will only process that Personal Information under the following conditions:

(i) Provider, either through its location or participation in a valid cross-border transfer mechanism under the Applicable Data Protection Law may legally receive and process that Personal Information, however Provider must immediately inform Customer of any change to that status;

(ii) Provider has obtained valid data subject consent to the transfer under the Applicable Data Protection Law; or

(iii) the transfer otherwise complies with the Applicable Data Protection Law.

(b) If any Personal Information transfer requires execution of approved contractual clauses ensuring appropriate data protection safeguards for data transfers from the European Union (or other Union or Member State as required under applicable law) to third countries (“**SCCs**”) in order to comply with the Applicable Data Protection Law, the Parties will complete all relevant details in, and execute, the applicable SCCs, and take all other actions required to legitimize the transfer, including, implementing any needed supplementary measures or supervisory authority consultations.

(c) Provider will not transfer any Personal Information to another country unless the transfer complies with the Applicable Data Protection Law.

7. Transfer, Disclosure, and Third Parties.

(a) Customer acknowledges and agrees that (i) Provider’s affiliates may be retained as sub-processors and (ii) Provider and Provider’s affiliates may engage sub-processors in connection with the provision of the data processing services. Provider or a Provider affiliate shall enter into contractual arrangements with such sub-processors requiring them to guarantee a similar level of data protection compliance and information security to that provided for in this DPA. For the purposes of this Section, Customer hereby authorizes Provider to engage sub-processors required to assist Provider for the purposes of providing the data processing services under the Agreement.

(b) A current list of sub-processors for the data processing services is accessible via [\[insert link to page listing subs\]](#). Provider will update the list of sub-processors before engaging a new sub-processor of Personal Information, including the

date on which the new sub-processor will begin processing Personal Information (the “**Sub-Processor Effective Date**”). Customer may object to Provider’s engagement of a new sub-processor by ceasing to use the Services. Customer’s continued use of the Services constitutes Customer’s acceptance of the new sub-processor. For the purposes of the SCCs, Customer acknowledges that Provider may be restricted from disclosing sub-processor agreements to Customer due to confidentiality obligations, but where Provider cannot disclose a sub-processor agreement, Provider shall provide all information (on a confidential basis) to Customer that Provider reasonably can in connection with such agreement.

8. Post-termination obligations. Customer and Provider agree that on the termination of any of the data processing services, Provider and any sub-processors shall, upon request, subject to the limitations described in any relevant Agreements, return all of Personal Information relating to such data processing services and copies of such data to Customer or securely destroy them and demonstrate to Customer’s reasonable satisfaction that it has taken such measures, unless applicable law prevents it from returning or destroying all or part of Personal Information. In such a case, Provider or a sub-processor agree to preserve the confidentiality of Personal Information retained by it and that it will only actively process Personal Information after such date in order to comply with the laws to which it is subject.

9. Conflicts. In the event of any conflict between the terms of this DPA, the SCCs and any other terms between Customer and Provider, including but not limited to the terms of the Agreement, the terms shall apply in the following order of precedence: (i) the SCCs, (ii) this DPA, and then (iii) any other terms of Customer’s Agreement between Customer and Provider.