



THE AICP BID MANAGEMENT PLATFORM

## TERMS OF USE

Last Updated: September 28, 2023

### 1. Introduction.

These Terms of Use ("Terms") set forth a legally binding agreement between "you" and AICP Services, Inc. ("ASI", "ABID", "we", "our", or "us"), and govern your access to and use of our website(s) and subdomains located at [<http://www.aicp.bid> and <https://abid.pictograph.nyc/>] ("Website") and ASI's ABID<sup>sm</sup> online platform located at <http://www.aicp.bid> ("Platform").

These Terms also govern your access to and use of our related ABID Express platform (the "ABID Express Service") unless otherwise stated. The Website, Platform, and ABID Express Service are collectively referred to in these Terms as the "Platform" or the "Service" unless otherwise stated.

In some instances, both these Terms and separate terms elsewhere on the Service will apply to your use of the Service ("Additional Terms"). To the extent there is a conflict between these Terms and any applicable Additional Terms as negotiated between you and ASI and agreed to separately, the Additional Terms will control unless they expressly state otherwise.

By using the Service or ABID Express Service, you represent that you have legal authority to bind your organization to these Terms and agree to these Terms on behalf of yourself and your organization.

### 2. Service Use.

#### A. Limited License.

Subject to your strict compliance with these Terms and any applicable Additional Terms, ASI grants you a limited, non-exclusive, non-assignable, and non-transferable license to (x) use the Website and the Service; and (y) if you are a Subscriber (defined below), use the Platform during the term set out in the applicable Subscription Agreement. The foregoing limited license does not give you any ownership of, or any other intellectual property interest in, the Service.



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##### B. Restrictions.

You may not use the Service unless you are at least eighteen (18) years old or access the Platform unless you are an Authorized User (defined below).

You may not: (i) engage in any activity in connection with the Service that is unlawful, harmful, offensive, sexually explicit, obscene, violent, threatening, harassing, abusive, falsely representative of your persona, invasive of someone else's privacy, or otherwise objectionable to ASI; (ii) harvest any information from the Service, including without limitation by copying any such information in any way that is not specifically authorized hereunder; (iii) reverse engineer or modify the Service; (iv) interfere with the proper operation of or any security measure used by the Service; (v) infringe any intellectual property or other right of any third party; (vi) use the Service in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you; or (viii) otherwise violate these Terms or any applicable Additional Terms.

##### C. Termination.

ASI may suspend or terminate your license to use the Website or Service, or if you are a

Bidder your license to use the Platform or Service, in whole or in part, for any or no reason,

in ASI's sole discretion, and without advance notice or liability. If you are a Subscriber, ASI may suspend or terminate your license to use the Platform or Service in accordance with your Subscription Agreement or if (i) ASI gives you written notice of a material

breach of these Terms and you fail to cure such breach within thirty (30) days of such notice; or (ii) you become the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding. If your license to use the Service is suspended or terminated, your right to use the Service, and any other rights relating thereto, shall be terminated, and you agree that you will immediately make all outstanding payments due, if applicable.

##### D. Reservation of Rights.

All rights not expressly granted to you are reserved by ASI and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Service for any purpose is prohibited.

### 3. Platform Use.



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A. Subscribers and Bidders.

There are three types of users on our Service: Subscribers, Subscriber Collaborators, Bidders.

A "Subscriber" is an organization that purchases a subscription permitting the use of our Platform or Service. A subscription is purchased by a Subscriber via a written order form ("Subscription Agreement") executed by ASI and a Subscriber that incorporates these Terms by reference. To the extent there is a conflict between these Terms and terms of a Subscription Agreement, these Terms control unless the Subscription Agreement expressly states otherwise. Solely with respect to the ABID Express Service, advertising agencies may be permitted to directly subscribe to the ABID Express Service and shall be treated as a "Subscriber" for purposes of the ABID Express Service in accordance with these Terms.

A "Subscriber Collaborator" is a non-subscribing party that provides services to a Subscriber that enhance the Subscriber's use of the Platform.

A "Bidder" is a person or organization that uses the Service for the purpose of submitting bids to Subscriber(s) using the Platform.

Each Subscriber and Bidder hereby agrees to comply with these Terms and all applicable laws. Bidders further agree to use the Platform solely for purposes of submitting bids to the Subscriber, and for no other purpose. Each Subscriber has sole control over which Bidders join its workspace on the Platform, and is fully responsible for the acts or omissions of its Collaborators. ASI may revoke a Subscriber's or Bidder's access to the Platform at any time, for any or no reason, and ASI expressly disclaims liability for the acts or omissions of each and every Subscriber and Bidder.

B. Authorized Users.

Each Subscriber and Bidder may authorize a designated number of their employees (or Subscriber Collaborators) as set out in an applicable Subscription Agreement to access and use the Platform ("Authorized Users"). By accessing and using the Platform, each Subscriber or Bidder, and their respective Authorized Users agree to: (i) provide true, accurate, current, and complete information; (ii) maintain and update this information to keep it true, accurate, current, and complete; (iii) protect and prevent unauthorized access to their accounts; (iv) not transfer or share their accounts with any third party; and (v) immediately notify us of any suspected or actual unauthorized use of their accounts or breach of security. Each Subscriber is solely responsible for all activities that occur under its accounts, whether or not it



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authorized the activity. ABID expressly disclaims liability for, and you agree that ASI shall not be in any way liable for, the acts or omissions of each and every Subscriber, Subscriber Collaborator, and Bidder.

4. Ownership.

A. ASI Content; the ABID Platform.

The Service contains: (i) materials and other items relating to ASI and its products and services, and similar items from our licensors and other third parties, including all layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material; (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of ASI and various parties; and (iii) other forms of intellectual property of ASI and various parties (all of the foregoing, collectively “Content”). All right, title, and interest in and to the Service and the Content is the property of ASI or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

B. Your Content.

As between ASI and you, you retain all ownership and intellectual property rights in any content, materials, or information provided by or on behalf of you to us through the Service, except for your Feedback (defined below) (“Your Content”). You hereby grant ASI (i) a nonexclusive, limited, irrevocable, royalty-free license to use Your Content provided through the Platform for any lawful purpose necessary

to enable us to provide the Service and always in compliance with our Privacy Policy; and (ii) a nonexclusive, limited, revocable, royalty-free license to use Your Content provided through the Platform for the sole purpose of providing the Platform services. If you are a Bidder, and you wish to cease use of the Platform, we will upon notice from you remove Your Content from the Platform, with the exception of data relating to (x) final estimates and (y) full bid data (provided only in raw text/CSV format and not, e.g., as a detailed Excel spreadsheet), each only in the case of bids which are accepted and awarded by a Subscriber, and only for the purposes of providing the Subscriber access to information on its past expenditures. In the case of the ABID Express Service, raw text/CSV files will not be permitted to be submitted, therefore, only final bid data submitted in non-editable



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PDFs by Bidders shall be retained. You represent and warrant that for the duration of these Terms, you have (and will have) all the rights necessary and a lawful basis for Your Content

and that the collection, use, processing, and retention of Your Content will not violate any law or rights of others. For avoidance of doubt, Your Content provided through the Platform includes your Confidential Information.

#### C. Feedback.

You may from time to time provide suggestions, comments or other feedback ("Feedback") to ASI concerning the Service, including the features, functionality and user experience associated with the Service. You agree that all such Feedback will be the sole and exclusive property of ASI and you hereby assign and transfer to ASI any rights you may have in any Feedback.

#### D. Data Processing.

If you are a Subscriber or Bidder, you and ASI hereby agree to ASI's Data Processing Addendum ("Addendum"), which shall apply to the extent ASI processes Personal Information (as defined in the Addendum) on your behalf in connection with your use of the Platform. The Addendum is available at [●]<sup>1</sup> and incorporated herein by reference. Any data collected by ASI through the Website is processed by ASI in accordance with its Privacy Policy.

#### 5. Confidential Information.

The parties agree that any information provided under these Terms shall be treated as Confidential Information and held and maintained in strict confidence. Each party agrees to protect the confidentiality of such information in a manner consistent with the way a reasonable person would protect similar Confidential Information. "Confidential Information" means content, materials, or information provided through the Platform by ASI, a Subscriber, or a Bidder. Subscriber's Confidential Information includes, without limitation, Subscriber's business information, ideas, materials, work in process, marketing, sales, pricing, briefs, scripts, storyboards, bids, and names of any bidding parties provided by Subscriber through the Platform. Bidder's Confidential Information includes, without limitation, Bidder's business information, ideas, materials, work in process, marketing, sales, pricing, briefs, scripts, storyboards, bids, and names of any bidding parties provided by Bidder through the Platform. "Confidential Information" does not include information that (i) is already known to the receiving party at the time



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it is disclosed and has not been obtained wrongfully, (ii) becomes publicly known without fault of the receiving party, (iii) is independently developed by the receiving party, (iv) is approved for release in writing by the disclosing party, (v) is disclosed without restriction by the disclosing party to a third party, or (vi) is disclosed pursuant to legal obligations beyond the control of the disclosing and receiving parties.

We note that when you provide Confidential Information, that information may be shared and visible to other parties within the applicable Subscriber's workspace on the Platform. Although these Terms and Conditions put in place restrictions on a Subscriber's use of Confidential Information, ASI is not responsible for and specifically disclaims any liability arising from the manner in which those parties treat such Confidential Information. We may also share your Confidential Information as necessary to provide the applicable Subscriber with the Platform services, protect our or third party rights, in connection with a potential or actual

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<sup>1</sup> Appended below Terms of Use in this document



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merger or acquisition, or as required by law. Except for the provision of data to enable Subscribers to review (i) bids from multiple Bidders and (ii) historical spending through the Service, we will not aggregate data derived from your Confidential Information in any way, including without limitation by selling or licensing such aggregate data to any third parties without Your prior written consent. Subscribers will receive access to full bid data (provided only in raw text/CSV format and not, e.g., as a detailed Excel spreadsheet), but only in the case of bids which are accepted and awarded by a Subscriber, and only for the purposes of providing the Subscriber access to information on its past expenditures. In the case of the ABID Express Service, data shall not be submitted in raw text/CSV format, therefore, Subscribers will not have access to such data in such format, but rather only as non-editable PDFs.

## 6. Copyright Infringement.

### A. DMCA Notification.

ASI responds to copyright notifications submitted under the Digital Millennium Copyright Act, 17 U.S.C. § 512 ("DMCA"). To submit a notice of claimed copyright infringement under U.S. law, provide our designated agent with the following written information:

- A physical or electronic signature of the copyright owner or a person authorized to act on his or her behalf;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the infringing material and information reasonably sufficient to permit us to locate that material;
- Your contact information, including your address, telephone number, and an e-mail address;
- A statement that you have a good faith belief that the use of the material in the manner asserted is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated agent is:

DMCA Agent  
Attn: Legal Services  
3 West 18th Street



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5th Floor, New York, New York 10011

Email: [legal@aicp.bid](mailto:legal@aicp.bid)



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You can obtain further information from the Copyright Office's online directory at [www.dmca.copyright.gov/osp](http://www.dmca.copyright.gov/osp).

We will respond to notifications of claimed copyright infringement in accordance with the DMCA.

#### B. Counter Notification.

If you believe that your material has been removed in error in response to a copyright notification, you may submit a counter notification to our designated agent with the following written information:

- A physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the U.S., for any judicial district in which ASI may be found, and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

We will respond to counter notifications in accordance with the DMCA.

#### 7. Customer Support.

If you have any questions or comments, please send an e-mail to us at [support@aicp.bid](mailto:support@aicp.bid). All legal notices to us must be mailed to: ABID Attn: Legal Services, 3 West 18<sup>th</sup> Street, 5<sup>th</sup> Floor, New York, New York 10011. When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.



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8. Third Party Services.

Our Website contains content from and hyperlinks to websites, locations, platforms, and services operated and owned by third parties (“Third Party Services”). We may also integrate third party technologies into our Platform, including without limitation our helpdesk services. These Third Party Services are not owned, controlled, or operated by us, and you acknowledge and agree that we are not responsible or liable for the information, content, products, technologies, or services on or available from such Third Party Services, or for the results to be obtained from using them.

9. Communications.

Users may opt-out of receiving future electronic communications by following the unsubscribe directions in those communications. Please note that opting out of electronic communications from ASI will prevent you from receiving email invitations to bid new projects.

10. Agreement to Arbitrate Disputes and Choice of Law.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

A. We Both Agree to Arbitrate.

You and ASI agree to resolve any claims relating to these Terms through final and binding arbitration, except to the extent you have in any manner violated or threatened to violate ASI’s intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances ASI may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Service, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described herein.

B. What is Arbitration.



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Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

C. Arbitration Procedures.

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in this Terms will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. To initiate arbitration, you or ASI must do the following things:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com).
- (2) Send three copies of the demand for Arbitration, plus the appropriate filing fee to: JAMS to your local JAMS office or to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111.
- (3) Send one copy of the demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. If travelling to New York is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees). Arbitration under this agreement shall be held in the United States in New York, NY under New York law without regard to its conflict of laws provisions. The arbitration may award on an individual basis the same damages



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and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

D. Authority of Arbitrator.

The arbitrator will decide the rights and liabilities, if any, of you and ASI, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and ASI.

E. Waiver of Class Actions.

You waive any right to pursue an action on a class-wide basis against us and may only resolve disputes with us on an individual basis, and may not bring a claim against us as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

F. Waiver of Jury Trial.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and ABID in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND ASI WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.



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#### G. Choice of Law/Forum Selection.

In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, these Terms shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules. You further expressly consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction located in New York, New York.

#### 11. Disclaimer of Representations and Warranties.

THE SERVICE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. NEITHER ASI NOR ANY OF ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "ASI PARTIES") MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER AS TO THE CONTENT OR OTHER SERVICES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND FREEDOM FROM COMPUTER VIRUS. BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

#### 12. Limitations of Our Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE ASI PARTIES BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, YOUR CONTENT, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE SERVICE, (B) THESE TERMS, (C) YOUR CONTENT, OR (D) YOUR MISUSE OF THE SERVICE OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL



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APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

#### 13. Indemnification.

You agree to defend, indemnify and hold harmless the ASI Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) Your Content; (iii) your misuse of the Service; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property or privacy right; (vi) your use of a Third Party Service; and/or (vii) any misrepresentation made by you. ASI reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with ASI's defense of any claim. You will not in any event settle any claim without the prior written consent of ASI.

#### 14. Waiver of Injunctive or other Equitable Relief.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY ASI OR A LICENSOR OF ASI.

#### 15. Updates to Terms.

We reserve the right, at any time in our sole discretion, to modify or replace any part of these Terms, with the exception of any applicable Additional Terms (as defined above), upon notice to you, effected through a pop-up window, or other notification on user dashboards requiring acceptance before proceeding with your use of the service. All such changes are effective immediately when we post them,



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or such later date as may be specified in the notice of updated Terms and any applicable Additional Terms. If you object to any such changes, your sole recourse is to cease using the Service.

16. General Provisions.

A. Consent or Approval.

ASI's consent or approval required hereunder shall be granted by ASI only in writing and signed by an officer of ASI.

B. Survival.

The provisions of these Terms and any applicable Additional Terms, which by their nature should survive termination of your use of the Service, including without limitation sections 2B, 2C, 2D, 4, 5, 6, 7, 10, 11, 12, 13, 14, 16B, 16C, and 16D will survive.

C. Severability; Interpretation; Assignment.

If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. ASI may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of ASI.

D. Complete Agreement; No Waiver.

These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Service. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or ASI in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional



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Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

E. International Issues.

ASI controls and operates the Service from the U.S., and ASI makes no representation that the Service is appropriate or available for use beyond the U.S. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or to any sale of goods carried out as a result of your use of the Service. Software related to or made available by the Service may be subject to export controls of the U.S., and, except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

F. Investigations; Cooperation with Law Enforcement.

ASI reserves the right to investigate and prosecute any suspected breaches of these Terms or the Service. ASI may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

G. California Consumer Rights and Notices.

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.



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This Data Processing Addendum (“Addendum”) is referenced by and integrated into the Terms of Use (“Terms”) entered into by and between the Subscriber or Subscriber Collaborator defined as “you” in the Terms (“Company”) and AICP Services, Inc. (“ABID” or “ASI”), each a “party” and together the “parties.” Except to the extent otherwise expressly set forth in this Addendum, this Addendum is governed by the terms and conditions of the Terms. Any capitalized defined terms not otherwise defined herein shall have the meanings set forth in the Terms. This Addendum may be modified or amended only in writing signed by both parties. In the event of any inconsistency or conflict between this Addendum and the Terms, the Addendum applies. By you agreeing to the Terms, the parties hereto acknowledge having read this Addendum and agree to be bound by its terms.

1. Application. This Addendum applies to the processing of Personal Information by ABID on behalf of Company in connection with Company’s use of the Platform. “Personal Information” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to, directly or indirectly, a particular individual, consumer, data subject, or household, and is defined as “personally identifiable information,” “personal information,” “personal data,” or similar term under Applicable Data Protection Law. “Applicable Data Protection Law” means (a) the UK Data Protection Act 2018; (b) Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“General Data Protection Regulation” or “GDPR”); (c) as of January 1, 2020, the California Consumer Privacy Act of 2018, California Civil Code § 1798.100 et seq. (“California Consumer Privacy Act” or “CCPA”); and (d) any other data protection laws, rules, regulations, self-regulatory guidelines, or implementing legislation applicable to ABID’s processing of Personal Information. Words and phrases in this Addendum shall, to the greatest extent possible, have the meanings given to them in Applicable Data Protection Law.
  
2. Processing of Personal Information.
  - a. The parties acknowledge and agree that ABID will process Personal Information in connection with Company’s use of the Platform. Company is the controller or business that determines the purposes for and the manner in which Personal Information is processed by ABID, and ABID is the processor or service provider that processes Personal Information according to Client’s instructions.
  - b. Company hereby instructs Service Provide to process Personal Information for purposes of (i) providing the Platform in accordance with the Terms; and (ii) complying with Company’s documented written instructions (e.g., via email). If ABID must process Personal Information as otherwise required by applicable law, ABID shall inform Company of that legal requirement



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before processing Personal Information, unless that law prohibits such disclosure on important grounds of public interest.

c. ABID shall process Personal Information according to the following specifications:

i. The subject matter of the processing is providing the Platform in accordance with the Terms.

ii. The duration of the processing is for the duration of the Terms except where otherwise required by applicable law or legal obligation, or for ABID to protect its rights or those of a third party.

iii. The categories of individuals, consumers, or data subjects whose Personal Information may be processed in providing the Platform include, without limitation, Company's personnel, representatives, contractors, partners, vendors, end users, and persons of interest.

iv. The types of Personal Information are determined and controlled by Company, in Company's discretion, and may include, without limitation, name, email address, postal address, title, and phone number.

d. ABID shall not: (i) sell Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Platform services; (iii) retain, use, or disclose Personal Information for a commercial purpose other than providing the Platform services; or (iv) retain, use, or disclose Personal Information outside of the direct business relationship between ABID and the applicable Subscriber and its Subscriber Partners. ABID certifies that it understands these restrictions and will comply with them.

e. Company is solely responsible for the accuracy, quality, and legality of Personal Information. Company represents and warrants that (i) Company has provided all legally required notices and has a lawful basis (including consent as necessary) for the sharing, transfer, and processing of Personal Information with, to, and by ABID; and (ii) Company has complied (and will continue to comply) with all Applicable Data Protection Laws, and ABID's processing of Personal Information in accordance with Company's instructions will not cause ABID to violate any Applicable Data Protection Laws.

### 3. Subprocessors.

a. Company provides ABID with general written authorization to engage subprocessors in connection with Company's use of the Platform. ABID will enter into a written agreement with each subprocessor containing data protection obligations no less protective than those in this Addendum with respect to the protection of Personal Information. ABID shall be liable for the acts and omissions of its subprocessors to the same extent ABID would be liable if performing the services of each subprocessor directly under the terms of the Terms. Notwithstanding the above, where ABID engages a third party at the explicit direction of Company (e.g., via a Platform integration activated by Company), Company acknowledges and agrees that Company, and not ABID, shall be liable for the acts or omissions of such third party.



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b. ABID shall make available to Company a current list of subprocessors for the Platform upon Company's written request. ABID shall notify Company of any new subprocessor before authorizing that new subprocessor to process Personal Information in connection with Company's use of the Platform. Company may object to ABID's use of the new subprocessor by notifying ABID in writing within ten (10) business days after receipt of ABID's notice. In the event Company objects to the new subprocessor, ABID will use commercially reasonable efforts to make available to Company a change in the Platform or Company's configuration thereof to avoid processing of Personal Information by the objected-to new subprocessor. If ABID is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Company may terminate the part of the Platform which cannot be provided by ABID without the use of the objected-to new subprocessor by providing written notice to ABID.

4. Security. ABID shall maintain technical and organizational measures for the protection, confidentiality, and integrity of Personal Information and appropriate to the nature of the Personal Information. ABID shall regularly monitor compliance with these measures, and shall not materially decrease the overall security of the Platform during its provision of the Platform pursuant to the Terms. ABID shall ensure that persons authorized to carry out processing have committed themselves to confidentiality or are under the appropriate statutory obligation of confidentiality.

5. Incident Management and Notification. ABID maintains security incident management policies and procedures, and shall notify Company without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information transmitted, stored, or otherwise processed by ABID (a "Data Incident"). ABID shall make reasonable efforts to identify the cause of such Data Incident and take steps as ABID deems necessary and reasonable in order to remediate the cause of such Data Incident to the extent the remediation is within ABID's reasonable control.

6. Requests and Assistance. ABID shall, to the extent legally permitted, promptly notify Company if ABID receives a request from an individual, consumer, or data subject to exercise their rights under Applicable Data Protection Law or receives a request or complaint from a supervisory authority or other third party ("Request"). Taking into account the nature of the processing, ABID shall reasonably assist Company in the fulfilment of Company's obligation to respond to the Request, and shall not respond to the Request without written approval from Company. Upon request by Company, ABID shall reasonably assist Company as necessary to carry out data protection impact assessments related to Company's use of the Platform, and in the cooperation or prior consultation with supervisory authorities in the performance of ABID's tasks relating to the data protection impact assessments. To the extent legally permitted,



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Company shall be responsible for any costs arising from ABID's provision of assistance hereunder. Company acknowledges that ABID may not be able to fulfill Requests where doing so would interfere with ABID's ability to comply with applicable law or legal obligation, or protect its rights or those of a third party.

7. Return and Destruction. ABID shall return or destroy all Personal Information at Company's written request, when such Personal Information is no longer needed to provide the Platform services, or sixty (60) days following termination of the Subscriber's license under the Terms. ABID may retain Personal Information where necessary for ABID to comply with applicable law or legal obligation, or protect its rights or those of a third party.

8. Cross-Border Data Transfers. Company acknowledges that Personal Information will be stored and processed in the United States and other countries in which ABID or its subprocessors maintain facilities. By using the Platform, Company agrees to the transfer of Personal Information outside of the country in which it was provided. To the extent Personal Information is collected in the United Kingdom or European Union, Company and ABID hereby enter into the standard contractual clauses as attached hereto as Annex 1.

9. Audit. ABID agrees to submit, to the extent reasonably possible, any facilities where it processes Personal Information for audit to ascertain compliance with this Addendum. Such audit shall be carried out upon the reasonable request of Company, with reasonable notice, at reasonable intervals (no greater than once per year), during normal business hours, and subject to the confidentiality provisions set forth in the Terms. Company is responsible for and shall reimburse ABID for any expenses associated with the audit. Company must receive written approval from ABID, at ABID's own discretion, before using any third party auditor, and such third party auditor must submit to a duty of confidentiality with respect to the audit.

10. Liability. Company's failure to comply with any of its obligations set forth in this Addendum shall be considered a material breach of the Terms. In addition to any indemnification obligations in the Terms, Company agrees to indemnify, defend, and hold harmless ABID and its affiliates, subsidiaries, successors and assigns (and their officers, directors, employees, sublicensees, customers and agents) from and against any and all claims, losses, demands, liabilities, damages, settlements, expenses and costs (including attorneys' fees and costs), arising from, in connection with, or based on allegations of, Company's failure to comply with any of its obligations set forth in this Addendum. To the maximum extent permitted by applicable law, each party's aggregate liability under this Addendum is subject to the limitation of liability in the Terms. Notwithstanding the above, Company's indemnification obligation herein is not subject to any limitation of liability in the Terms.



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## Annex 1

### Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The entity identified as "Company" in the Addendum  
(the "data exporter")

and

The entity identified as "ABID" in the Addendum  
(the "data importer")

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

### *Clause 1*

#### *Definitions*

For the purposes of the Clauses:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the



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processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

### *Clause 2*

#### *Details of the transfer*

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

### *Clause 3*

#### *Third-party beneficiary clause*

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

### *Clause 4*

#### *Obligations of the data exporter*

The data exporter agrees and warrants:



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- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

*Clause 5*

*Obligations of the data importer*

The data importer agrees and warrants:



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- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.



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*Clause 6*

*Liability*

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

*Clause 7*

*Mediation and jurisdiction*

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.



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*Clause 8*

*Cooperation with supervisory authorities*

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

*Clause 9*

*Governing Law*

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

*Clause 10*

*Variation of the contract*

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

*Clause 11*

*Subprocessing*

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6



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against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

#### *Clause 12*

##### *Obligation after the termination of personal data processing services*

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

#### Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties. By you agreeing to the Terms, the parties will be deemed to have signed this Appendix 1.

##### Data exporter

The data exporter is the entity identified as "Company" in the Addendum.

##### Data importer

The data importer is the entity identified as "ABID" in the Addendum.

##### Data subjects

Data subjects include the data exporter's personnel, representatives, contractors, partners, vendors, and persons of interest.



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### Categories of data

The personal data which is processed by the data importer through the data exporter's use of its services. The data exporter determines the types of data per each service used.

### Processing operations

The personal data transferred will be subject to the processing activities required for performance of the services by data importer pursuant to the Terms.

Data importer may use subprocessors in connection with its processing activities for data exporter.

### Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties. By you agreeing to the Terms, the parties will be deemed to have signed this Appendix 2.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

A. Data importer shall implement appropriate technical and organizational measures to protect personal data against accidental loss, destruction or alteration, unauthorized disclosure or access, or unlawful destruction, including the policies, and procedures and internal controls set forth in this Appendix 2.

B. More specifically, data importer's technical and organizational measures shall include:

### Access Control of Processing Areas

Data importer shall implement appropriate measures to prevent unauthorized persons from gaining access to the data processing equipment (namely telephones, database and application servers and related hardware) where the personal data are processed or used, including:

- establishing security areas and physical controls;
- protection and restriction of access paths;
- establishing access authorizations for employees and third parties;
- access to the data center where personal data are hosted is logged, monitored, and tracked; and
- the data center where personal data are hosted is secured by a security alarm system, and other appropriate security measures.

### Access Control to Data Processing Systems

Data importer shall implement appropriate measures to prevent data processing systems where personal data are processed and used from being used by unauthorized persons, including:

- use of industry standard encryption technologies;



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- automatic temporary lock-out of user terminal if left idle, identification and password required to reopen;
- automatic temporary lock-out of the user ID when several erroneous passwords are entered, log file of events, monitoring of break-in-attempts (alerts); and
- access to data content is logged, monitored, and tracked.

#### Access Control to Use Specific Areas of Data Processing Systems

Data importer shall implement appropriate measures to help ensure that the persons entitled to use data processing system where personal data are processed and used are only able to access the data within the scope and to the extent covered by their respective access permission (authorization) and that personal data cannot be read, copied or modified or removed without authorization. This shall be accomplished by various measures including:

- employee policies and training in respect of each employee's access rights to the personal data;
- allocation of individual terminals and /or terminal user, and identification characteristics exclusive to specific functions;
- monitoring capability in respect of individuals who delete, add or modify the personal data;
- release of data only to authorized persons, including allocation of differentiated access rights and roles;
- use of industry standard encryption technologies; and
- control of files, controlled and documented destruction of data.

#### Availability Control

Data importer shall implement appropriate measures to help ensure that personal data are protected from accidental destruction or loss, including:

- infrastructure redundancy; and
- backup is stored at an alternative site and available for restore in case of failure of the primary system

#### Transmission Control

Data importer shall implement appropriate measures to prevent the personal data from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media. This is accomplished by various measures including:

- use of industry standard firewall, VPN and encryption technologies to protect the gateways and pipelines through which the data travels;
- providing user alert upon incomplete transfer of data (end to end check); and
- data transmissions are logged, monitored and tracked.



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### Input Control

Data importer shall implement appropriate input control measures, including:

- an authorization policy for the input, reading, alteration and deletion of data;
- authentication of the authorized personnel;
- protective measures for the data input into memory, as well as for the reading, alteration and deletion of stored data;
- utilization of unique authentication credentials or codes (passwords) and 2 factor authentication;
- providing that entries to data processing facilities (the rooms housing the computer hardware and related equipment) are kept locked;
- automatic log-off of user ID's that have not been used for a substantial period of time;
- proof established within data importer's organization of the input authorization; and
- electronic recording of entries.

### Separation of Processing for different Purposes

Data importer shall implement appropriate measures to help ensure that data collected for different purposes can be processed separately, including:

- access to data is separated through application security for the appropriate users;
- modules within the data importer's data base separate which data is used for which purpose, i.e. by functionality and function;
- at the database level, data is stored in different normalized tables, separated per module, per controller or function they support; and
- interfaces, batch processes and reports are designed for only specific purposes and functions, so data collected for specific purposes is processed separately.

### Documentation

Data importer will keep documentation of technical and organizational measures in case of audits and for the conservation of evidence. Data importer shall implement appropriate measures to help ensure that its employees, agents, and subprocessors are aware of and comply with the technical and organizational measures set forth in this Appendix 2.

### Monitoring

Data importer shall implement appropriate measures to monitor access restrictions to data importer's system administrators and to help ensure that they act in accordance with instructions received. This is accomplished by various measures including:

- individual appointment of system administrators;



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- adoption of measures to register system administrators' access logs to the infrastructure and keep them secure;
- audits of system administrators' activity to assess compliance with assigned tasks and applicable laws; and
- keeping an updated list with system administrators' identification details (e.g. name, surname, function or organizational area) and tasks assigned.