

# CONSENSUS SALES, INC. MASTER SERVICES AGREEMENT

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**Effective Date: February 8, 2022**

THIS AGREEMENT GOVERNS YOUR ORGANIZATION'S ACQUISITION AND USE OF CONSENSUS SALES, INC. (HEREAFTER "CONSENSUS") SOFTWARE SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may access, with Our prior written consent, the Services for purposes of monitoring their availability, performance or functionality.

Your use of the Services constitutes your agreement to these terms. It is effective between You and Us as of the date you sign an Order Form or first use the Services, whichever is earlier.

The Agreement incorporates the following components: (1) the Consensus Service Level Agreement (Exhibit A), and (2) the Consensus Data Protection Agreement as Exhibit B. Unless otherwise specified, terms defined in this Agreement shall have the same meaning when used in any other document made part of this Agreement.

## 1. DEFINITIONS

- 1.1. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. **"Agreement"** means this Master Subscription Agreement and Terms of Service.
- 1.3. **"Beta Services"** means Our services that are not generally available to customers.
- 1.4. **"Content"** means information obtained by Us from Our content licensors or publicly available sources and provided to You pursuant to a Service Order, as more fully described in the Documentation.
- 1.5. **"Customer"** means You and the organization for which you are entering this Agreement.
- 1.6. **"Documentation"** means our online user help, guides, documentation, and training materials, as updated from time to time, accessible via our website or after login to the applicable Service.
- 1.7. **"Malicious Code"** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- 1.8. **"Non-CONSENSUS Applications"** means a Web-based or offline software application that is provided by You or a third party and interoperates with a Service.
- 1.9. **"Service Order"** means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into a Service Order hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
- 1.10. **"Purchased Services"** means Services that You or Your Affiliate purchase under a Service Order, as distinguished from those provided pursuant to a free trial.
- 1.11. **"Services"** means the products and services that are ordered by You under a free trial or a Service Order and made available online by Us as described in the Documentation. "Services" exclude Content and Non-CONSENSUS Applications.
- 1.12. **"Taxes"** means any form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges or penalties, arising from or relating to this Agreement or any Consensus Content or Services, other than taxes based on the net income of Consensus.
- 1.13. **"User"** means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.
- 1.14. **"We," "Us" or "Our,"** and **"CONSENSUS"** means CONSENSUS, Inc, a Delaware corporation, located at 125 E. Main Street, #118, American Fork, UT 84003.
- 1.15. **"You" or "Your"** means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.
- 1.16. **"Your Data"** means electronic data submitted by or for You to the Purchased Services or collected and processed by or for You using the Purchased Services, excluding Content and Non-CONSENSUS Applications.

## 2. OUR RESPONSIBILITIES

- 2.1. **Provision of Purchased Services.** We will (a) make the Services and Content available to You pursuant to this Agreement and the applicable Service Orders, (b) provide Our standard support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give at least 24 hours electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Mountain time), and (ii) any unavailability caused by Force Majeure events.

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- 2.2. **Protection of Your Data.** We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing.
- 2.3. **Our Personnel.** We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.
- 2.4. **Beta Services.** From time to time, We may invite You to try Beta Services at no charge. You may accept or decline any such trial in Your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage, including lost or inaccessible data or unavailability of Beta Services, arising out of or in connection with a Beta Service.

## 3. USE OF SERVICES AND CONTENT

- 3.1. **Subscriptions.** Unless otherwise provided in the applicable Service Order: (a) Services and Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.
- 3.2. **Usage Limits.** Services and Content are subject to usage limits, including, for example, the quantities specified in Service Orders. Unless otherwise specified; (a) a quantity in a Service Order refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service or Content. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute a Service Order for additional quantities of the applicable Services or Content promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 6.2 (Invoicing and Payment).
- 3.3. **Your Responsibilities.** You will: (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with the Documentation and applicable laws and government regulations, and (e) comply with terms of service of Non- CONSENSUS Applications with which You use Services or Content.
- 3.4. **Usage Restrictions.** You will not: (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in a Service Order or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) access any Service or Content in order to build a competitive product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law).
- 3.5. **Removal of Content and Non-CONSENSUS Applications.** If We are required by a licensor to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, We may so notify You and in such event You will promptly remove such Content from Your systems. If You do not take required action in accordance with the above, We may disable the applicable Content, Service and/or Non-CONSENSUS Application until the potential violation is resolved.

## 4. NON-CONSENSUS PROVIDERS

- 4.1. **Integration with Non-CONSENSUS Applications.** The Services may contain features designed to interoperate with Non-CONSENSUS Applications. Consensus makes no warranty or guarantee as to the interoperability of any Non-CONSENSUS Application with any Service or Content and Your use of any Non-CONSENSUS application is wholly at Your own risk. To use such features, You may be required to obtain access to Non-CONSENSUS Applications from their providers, and may be required to grant Us access to Your account(s) on the Non-CONSENSUS Applications. If the provider of a Non-CONSENSUS Application ceases to make the Non- CONSENSUS Application available for interoperation with the corresponding Service features on reasonable terms, or Consensus chooses to remove interoperability with any Non-CONSENSUS Application We may cease providing those Service features without entitling You to any refund, credit, or other compensation.
- 4.2. **License to Use Screen-Cast-O-Matic.** If you choose to use the Screen-Cast-O-Matic software ("SCOMS") made available within the Service, Consensus grants you a limited, cancellable, non-exclusive, non-transferrable, and non-assignable license to use SCOMS solely in conjunction with the Services and only while this Agreement is operative. You also agree to be bound by the SCOMS Terms of Service and Privacy Policy found here: <https://screencast-o-matic.com/tos> and

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<https://screencast-o-matic.com/privacy>. You also agree, solely with regard to SCOMS, to the following: a) SCOMS is provided on an “as is” and “as available” basis. Consensus makes no warranty, express or implied, including without limitation any warranty regarding merchantability, infringement, or the fitness of SCOMS for a particular purpose, or that SCOMS will be suitable or appropriate for the specific requirements of Your use, neither does Consensus warrant that use of SCOMS will be uninterrupted or error-free, b) You will only look to Consensus for any remedy for breach of the terms of this Section 4.2, c) none of the terms of Exhibit A will apply to SCOMS, d) Consensus shall not be liable for any special, indirect, incidental, punitive, or consequential damages, including loss of profits, arising from or related to licensee’s use or misuse of SCOMS, even if Consensus has been advised of the possibility of such damages. Additionally, Consensus will have no liability for any claims for direct damages brought by You relating to Your use of SCOMS whether under contract law, tort law, warranty, or otherwise, e) You agree to indemnify and hold harmless Consensus, and its affiliates, officers, directors and employees, from any losses, liabilities, penalties, demands, or claims (“SCOMS Claims”) (including the costs, expenses, and reasonable attorney’s fees on account thereof) arising from or relating to You use or misuse of SCOMS, including without limitation any SCOMS Claims that may be made by any third party, and any SCOMS Claims relating to or arising from Your violation of SCOMS Terms of Service or Privacy Policy and the foregoing indemnity shall be in addition to any other rights or remedies set forth in this Agreement, and f) the license granted under this Section 4.2 shall not survive the termination of the Agreement.

## 5. FEES AND PAYMENT FOR PURCHASED SERVICES

- 5.1. **You will pay all fees specified in Service Orders.** Except as otherwise specified herein or in a Service Order: (i) fees are based on Services and Content purchased as identified on a Service Order and not Your actual usage of any products (meaning if you fail to use the Service the full amount of all fees are still due), (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- 5.2. **Invoicing and Payment.** You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Purchased Services listed in the Service Order for the initial subscription term and any renewal subscription term(s) as set forth in Section 12.2 (Term of Purchased Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Service Order. If the Service Order specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Service Order. Unless otherwise stated in the Service Order, invoiced charges are due net 14 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 5.3. **Overdue Charges.** If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Service Orders on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).
- 5.4. **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 10 days’ prior notice by email that Your account is overdue, in accordance with Section 13.2 (Manner of Giving Notice), before suspending services to You.
- 5.5. **Payment Disputes.** We will not exercise Our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute, however, any dispute outstanding more than sixty (60) days past the invoice date will begin to accrue Overdue Charges according to the terms of Section 5.3
- 5.6. **Taxes.** The Fees set forth in any Service Order are exclusive of, and You agree you are liable for and will pay, all Taxes, including any value added tax and goods and services tax or any similar Tax imposed on or measured by this Agreement. If You are required to withhold or deduct any Taxes from the fees, then You agree to increase the amount payable to Consensus by the amount of such Taxes so that Consensus receives the full amount of all fees. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 6.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.
- 5.7. **Future Functionality.** You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

## 6. PROPRIETARY RIGHTS AND LICENSES

- 6.1. **Reservation of Rights.** Consensus and our licensors grant to You only those rights expressly granted in the Agreement with respect to the Consensus Services and Content. Consensus and its licensors reserve all other rights in and to the Services and Content (including all intellectual property rights).
- 6.2. **License by You to Host Your Data and Applications.** You grant Us and Our Affiliates a worldwide, limited-term license to host, copy, transmit and display Your Data, and any Non-CONSENSUS Applications and program code created by or for You using a Service, as necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data or any Non-CONSENSUS Application or program code. Notwithstanding the aforementioned, You grant to Us and Our Affiliates a royalty-free, perpetual, irrevocable, worldwide license to include your data usage analytics in anonymized aggregate combined with the anonymized data analytics from other customers for the purposes of discovering and establishing best practices and analyzing and publishing trends to the larger sales and marketing automation industry.

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- 6.3. **License by You to Use Feedback.** If You choose to voluntarily provide any feedback to Us regarding Consensus Services or Content, We may use such feedback for any purpose, including incorporating the feedback into, or using the feedback to develop and improve Consensus Services and other Consensus offerings without attribution or compensation. You grant Us a perpetual and irrevocable license to use all feedback for any purpose. You agree to provide feedback to Us only in compliance with applicable laws and You represent that You have the authority to provide the feedback and that feedback will not include proprietary information of a third party. We acknowledge and agree that any feedback provided by the You under this Agreement is on an “as is” basis, without any warranty of any kind.
- 6.4. **License and Agreement by You to Be a Reference.** Subject to your satisfaction with the Services and the Content after 90 days, You agree to provide a positive statement, including Your company name, about your experience, either written or in video format, and or case study for use on the CONSENSUS website for marketing purposes. Once provided, You grant us a worldwide, perpetual, royalty-free license to use and incorporate such statements or case studies for the purposes of marketing and promotion. If you become dissatisfied with the Services, you may at any time revoke our right to use Your name in conjunction with your positive statement or case study.

## 7. CONFIDENTIALITY

- 7.1. **Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Service Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party.
- 7.2. **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Service Order to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this Section 7.2.
- 7.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.
- 7.4. **Remedies Upon Breach.** Each party agrees that the other party may have no adequate remedy at law if there is a breach or threatened breach of this Section 7 and, accordingly, that either party may be entitled (in addition to any legal or equitable remedies available to such party) to injunctive or other equitable relief to prevent or remedy such breach.

## 8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 8.1. **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 8.2. **Our Warranties.** We warrant that: (a) this Agreement, the Service Orders and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Purchased Services during a subscription term, (c) the Purchased Services will perform materially in accordance with the applicable Documentation, (d) subject to Section 4.1 (Integration with Non-CONSENSUS Applications), We will not materially decrease the functionality of the Purchased Services during a subscription term, and (e) the Purchased Services and Content will not introduce Malicious Code into Your systems. To the maximum extent permitted by applicable law and except as expressly provided in this Section 8.2, the Consensus Purchased Services and Content are provided “as is” and without any representations or warranties express or implied, and Consensus disclaims all such representations and warranties, including the implied warranties of merchantability, non-infringement, and fitness for a particular purpose, and any warranties implied by the course of dealing or usage of trade. Consensus and its suppliers do not represent or warrant that the Consensus Purchased Services and Content will be uninterrupted, secure, error free, accurate or complete or comply with regulatory requirements, or that Consensus will correct all errors. For any breach of an above warranty, Your exclusive remedies are those described in Sections 11.3 (Termination) and 11.4 (Refund or Payment upon Termination).
- 8.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONSENSUS AND ITS SUPPLIERS DO NOT REPRESENT OR

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WARRANT THAT THE CONSENSUS PURCHASED SERVICES AND CONTENT WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE OR COMPLETE OR COMPLY WITH REGULATORY REQUIREMENTS, OR THAT CONSENSUS WILL CORRECT ALL ERRORS. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

## 9. MUTUAL INDEMNIFICATION

- 9.1. **Indemnification by Us.** We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 8.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non-CONSENSUS Application or Your breach of this Agreement.
- 9.2. **Indemnification by You.** You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of any Service or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Us"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.
- 9.3. **Exclusive Remedy.** This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

## 10. LIMITATION OF LIABILITY

- 10.1. **Limitation of Liability.** NEITHER PARTY'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL EXCEED THE FEES PAYABLE TO CONSENSUS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHER LEGAL THEORY. THESE LIMITATIONS DO NOT LIMIT CLAIMS OF BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF A PARTY OR ITS AFFILIATES.
- 10.2. **Exclusion of Consequential and Related Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, COVER OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 11. TERM AND TERMINATION

- 11.1. **Term of Agreement.** This Agreement commences on the date of the last signature affixed below and continues until the Agreement is terminated by a party or all subscriptions hereunder have expired or have been terminated.
- 11.2. **Term of Purchased Subscriptions.** The term of each subscription (a "Subscription Term") shall be as specified in the applicable Service Order. Except as otherwise specified in an Service Order, subscriptions will automatically renew for additional periods equal to the expiring Subscription Term unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant Subscription Term. Non-renewal notice must be provided by email to [clientsuccess@goconsensus.com](mailto:clientsuccess@goconsensus.com) or to the notice address specified in Section 11.3. At the end of a Subscription Term Consensus may elect to increase prices on any of its products by providing You with at least thirty (30) days prior written notice (email being sufficient).
- 11.3. **Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice, sent by regular mail to the address in Section 11.4 to the other party of a material breach if such breach remains uncured after attempt to cure the breach for 90 days, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Notice. All notices, including breach notification, shall be sent to:

If to Consensus:  
Name: Attn: Legal Department  
Physical mail: 125 E. Main Street, #118, American Fork, UT 84003  
Email: [clientsuccess@goconsensus.com](mailto:clientsuccess@goconsensus.com)

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If to Customer:  
Name:  
Physical mail address:  
Email address:

- 11.4. **Refund or Payment upon Termination.** If this Agreement is terminated by You in accordance with Section 11.3 (Termination), We will refund You any prepaid but unused fees, less costs accrued through the termination date, covering the remainder of the term of all Service Orders after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 11.3, You will pay any unpaid fees covering the remainder of the term of all Service Orders within thirty (30) days of the termination date. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 11.5. **Your Data Portability and Deletion.** Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation. After that 30-day period, We will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control as provided in the Documentation, unless legally prohibited.
- 11.6. **Surviving Provisions.** The Sections titled "Fees and Payment for Purchase Services," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Portability and Deletion of Your Data," "Notices, Governing Law and Jurisdiction," and "General Provisions" will survive any termination or expiration if this Agreement.

## 12. NOTICES, GOVERNING LAW AND JURISDICTION

- 12.1. **Governing Law and Claims.** The Agreement, and any claim, controversy or dispute related to the Agreement, are governed by and construed in accordance with the laws of the State of Utah without giving effect to any conflicts of laws provisions. To the extent permissible, the United Nations Convention on Contracts for the International Sale of Goods will not apply, even if adopted as part of the laws of the State of Utah. Any claim, suit, action or proceeding arising out of or relating to this Agreement or its subject matter will be brought exclusively in the state or federal courts of Salt Lake County, Utah, and each party irrevocably submits to the exclusive jurisdiction and venue of such Courts. No claim or action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the earlier of the following: a) the expiration or termination of all subscriptions, b) the termination of this Agreement, or c) the time a party first became aware, or reasonably should have been aware, of the basis for the claim. To the fullest extent permitted, each party waives the right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.
- 12.2. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing, in English, and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to person and address specified in Section 11.4.
- 12.3. **Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

## 13. GENERAL PROVISIONS

- 13.1. **Export Compliance.** The Services, Content, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service or Content in a U.S.-embargoed or in violation of any U.S. export law or regulation.
- 13.2. **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our legal department.
- 13.3. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other order documentation generated by You is void. The order of precedence among all documents executed among the parties shall be: (1) the applicable Consensus Service Order, (2) this Agreement, and (3) the Documentation.
- 13.4. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Service Orders), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.5. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 13.6. **Third-Party Beneficiaries.** Our Content licensors shall have the benefit of Our rights and protections hereunder with respect to the

## CONSENSUS SALES, INC. MASTER SERVICES AGREEMENT

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applicable Content. There are no other third-party beneficiaries under this Agreement.

- 13.7. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 13.8. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 13.9. **Force Majeure:** Force Majeure means any circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, pandemic, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-CONSENSUS Applications, or denial of service attack. If the period of non-performance of one party exceeds 30 calendar days from receipt of notice of the force majeure event, the other party may, by giving written notice, terminate this Agreement.
- 13.10. **No Class Actions.** You and Consensus agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and Consensus agree otherwise, a court may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.
- 13.11. **GDPR.** The parties acknowledge that certain of the Personal Data processed under this Agreement may be governed by the General Data Protection Regulation ("GDPR") adopted by the European Union. The capitalized terms in this Section 13.11 shall have the meaning given them in the GDPR. To the extent the Personal Data processed under this Agreement is subject to the GDPR, the parties agree to govern themselves as joint Controllers of the Processed Data (defined below) as follows:
- 13.11.1. **"Customer Data"** means the Personal Data related to Your customers and their employees, agents, and customers that is processed by You or Us using the Services. You are the Controller of the Customer Data, and we are the Processor of Customer Data.
- 13.11.2. **"Anonymized Data"** means the Customer Data after the Customer Data has been anonymized and aggregated and is rendered not identifiable to any individual. We are the Controller and the Processor of the Customer Data to the extent the Anonymized Data is subject to the GDPR.
- 13.11.3. **"Usage Data"** means usage information related to the use of the Services by Your customers and their employees, agents, and customers. As an example only, and not by way of limitation, "Usage Data" includes the times and dates You and your agents or customers log in to the Services, the pages accessed, latencies, type of device used, and other analytical information regarding the usage of the Services. It does not include any Customer Data. We are the Controller and the Processor of the Usage Data.

## EXHIBIT A

### 1. Service Level Agreement

#### 99.9% UPTIME GOAL

CONSENSUS shall make commercially reasonable efforts to maintain availability of the Hosted Services 99.9% of the time (the "Uptime Goal"). At a customer's request, each instance of unavailability that exceeds .1%, CONSENSUS will extend Customer's subscription renewal date by a period equal to 10x (ten times) the outage period, with a minimum of one business day. The Uptime Goal is measured over a calendar month and is based on total outage time incurred by Customer. Unavailability is deemed to have occurred from the time unavailability is reported to CONSENSUS to the time CONSENSUS confirms that the affected Hosted Services is available to transmit and receive data.

Unavailability shall not be deemed to occur as a result of: a) maintenance activities during a scheduled maintenance period; b) beta periods; c) force majeure events; d) any failures to meet the Uptime Goal caused by Customer, its employees, agents, subcontractors or End Users; e) an outage in the underlying infrastructure required to provide the Services that is not controlled by Consensus, this includes, but is not limited to cloud provider - Amazon Web Services (AWS) outages (<http://aws.amazon.com> and any successor or related site designated by Consensus); f) internet network or backbone outages, g) internet DNS outages, or b) Consensus' suspension or termination of your right to use the Services in accordance with the Agreement.

### 2. DATA BACKUPS

If Customer requests that CONSENSUS retrieve data from the CONSENSUS backup, it shall be at Customer's cost and expense. Consensus makes no warranty or guarantee that such data can or will be retrieved or that such data will be accurate, complete, or conform to original data stored. Any data retrieved from backup is provided to Customer as-is.

### 3. RESPONSE AND RESOLUTION SCHEDULE

Customer may choose to classify each Error or defect in the software and may report such error or defect to CONSENSUS based on the following criteria:

#### ERROR CLASSIFICATION CRITERIA

**Severity 1 – Fatal:** Errors preventing all useful work from being performed. If a Severity 1 issue has an identified workaround it will be reclassified as a Severity 2 issue.

**Severity 2 – Severe Impact:** Errors, which disable major functions from being performed. If a Severity 2 issue has an identified workaround it will be reclassified as a Severity 3 issue.

**Severity 3 – Degraded Operations:** Errors disabling only certain nonessential functions.

**Severity 4 – Minimal Impact:** Includes all other as reasonably determined by Customer.

The Customer will provide an initial severity level associated with a ticket. The Consensus support manager will determine, in Consensus' sole discretion, if the ticket was correctly classified and may increase or decrease the assigned severity level. The Consensus support manager may also decrease the severity level of a ticket based on Customer non-responsiveness.

#### LEVEL IDENTIFICATION

**Response 1** — Acknowledgment of receipt of error report

**Response 2** — Provide patch, workaround, or other temporary fix

**Response 3** — Official object code fix, update or major release and/or updated manuals

CONSENSUS shall use best efforts to respond to error reports according to the following schedule:

CLASSIFICATION	RESPONSE 1	RESPONSE 2	RESPONSE 3
Severity 1	2 business hours**	1 day	Next version*
Severity 2	4 business hours**	1 day	Next version*
Severity 3	1 business day	As appropriate	
Severity 4	1 business day	As appropriate	

\*Provided such error is reported by Customer to CONSENSUS prior to close of development for such version.

\*\* For the purposes of the SLA, "business hours" means 7:00 a.m. – 6:00 p.m. Mountain Time, U.S.A. For example, if a Severity 1 issue were reported at 3 a.m. Mountain Time, CONSENSUS will respond no later than 2 business hours later, which means 9:00 am Mountain Time.

Customer will consider a problem resolved when Customer has either:

Implemented a satisfactory recommendation received from CONSENSUS or received applicable Internet-based access to all upgraded software necessary to correct the Error.



## EXHIBIT B Consensus Data Protection Agreement

### 1. Data Protection Agreement

#### Agreement Background

This Data Processing Agreement (“DPA”) supplements any online or other Terms of Service and Privacy Policy (together and individually, the “Agreement”) with clients (“Client” or “you”) insofar as they relate to processing of data subject to the European Union’s General Data Protection Regulation (“GDPR”). To the extent this DPA conflicts with our Terms of Use or our Privacy Policy, this DPA will control. Capitalized terms used in this DPA shall have the same meaning set forth for those terms in the GDPR, unless a different meaning is specified herein.

Consensus Sales, Inc. (“Consensus,” “we,” or “us”) is a software as a service provider, using our software, platforms, applications, and any other services (“Services”). As such, we act as a “Processor” under the GDPR. As one of our clients, you control the means and purposes for the processing of the data you gather using the Services, and thus, you are a Controller under the GDPR. Unless otherwise agreed between us in writing, those items the GDPR requires of Processors will be our responsibility, and those items required of Controllers will be your responsibility. Specifically, the parties agree as follows:

#### How to Execute this DPA

We have incorporated this DPA into any Terms of Service to which the DPA is attached, and it is also binding as a stand-alone document if we have not incorporated it into any Terms of Service with you. Therefore, it is binding on both parties without further action on your part. Each provision of the DPA, including the provisions of the Standard Contractual Clauses attached hereto, is enforceable against the parties as if it had been separately signed.

#### Consensus’s GDPR Obligations

When you use the Services, you may obtain Personal Data about your customers, employees, prospects, marketplace partners, vendors, suppliers, or other individuals with whom you interact, or about whom you gather personal data (“Your Personal Data”), using the Services (the individuals whose data is collected being collectively and individually referred to as “Your Data Subjects”). That Personal Data may be subject to the protections of the GDPR. For purposes of clarity, the parties agree that Your Personal Data does not include data that is anonymized or de-identified in a manner that prevents the tracking or identification of any specific individual. Acknowledging that certain of your obligations as a Controller must be passed along to any company or individual that Processes the Personal Data of Your Data Subjects, we agree to perform the following functions and to facilitate your compliance with the GDPR in the following ways:

#### 1.1 Right of Access by Data Subject and Communication with Authorities and Your Data Subjects.

We agree that, in order to assist you in your obligations as a Controller, we will implement the necessary technical and organizational measures to allow you to (1) respond to any request by any individual to exercise his or her rights under the GDPR, and (2) respond to correspondence, inquiries, or complaints from entitled third parties such as individuals, regulators, courts, and other authorities in connection with the processing of Personal Data. If any such requests or correspondence is received directly by us, we will forward you the request or correspondence and will wait for further direction from you before taking action. We will not communicate with authorities or Your Data Subjects without receiving your advance permission, except as required by applicable law. Upon documented request from you, we will correct, supplement, modify or delete any of Your Personal Data, except as required by applicable law.

#### 1.2 Use Limitation

We agree that we will not use or process any of Your Personal Data for any purpose other than the purpose set forth in the Agreement, except to respond to specifically document requests from you regarding Your Personal Data. In no event will we process, use, or transfer any of Your Personal Data for our own purposes or for the purposes of any third party. In addition, we will delete all Your Personal Data from our systems thirty (30) days after termination of the Agreement, except as may be required by applicable law.

#### 1.3 Standard Contractual Clauses, Privacy Shield, and International Transfers of Data

To the extent your transfer of Your Personal Data to us involves a transfer out of the EU, we agree to comply with the Standard Contractual Clauses attached hereto as Appendix 1.

We have not obtained certification under the Privacy Shield Framework (“Privacy Shield”) for the EU or Switzerland, but we agree to comply with the requirements of the GDPR and the Standard Contractual Clauses nonetheless.

In the event of any conflict between the Standard Contractual Clauses and this DPA, the Standard Contractual Clauses shall control and supersede. If the European Union or courts thereof decide that the Standard Contractual Clauses are insufficient protection for citizens of the EU, then the parties agree to work in good faith together to determine how a new valid method can be implemented to meet any new requirements.

We agree that we will not process or transfer any of Your Personal Data originating from the European Economic Area in any country or

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territory that has been determined to offer an inadequate level of data protection unless it has first obtained your consent or ensured that a valid transfer mechanism similar to the Privacy Shield is in place with respect to such country or territory.

## 1.4 Processing Confidentiality and Agreements by Agents

We agree that we will keep Your Personal Data strictly confidential and that we will ensure that any of our employees, vendors, or other agents "Our Agents" who have access to Your Personal Data (1) are informed of and subject to this strict duty of confidentiality; (2) access and process only such of Your Personal Data as is strictly to perform our obligations under the Agreement; and (3) agree not to permit any person to process Your Personal Data who is not subject to the foregoing duties. We accept responsibility for the conduct of Our Agents in this regard, including their acts, errors and omissions.

## 1.5 Disposition of Your Personal Data Upon Request or Termination

At your request or at termination of the Agreement, whichever is sooner, we agree to delete or return to you all Your Personal Data, including any of Your Personal Data subcontracted to a third party for processing, except as required by applicable law. At that time, with respect to Your Personal Data that we are required by applicable law to retain, we will isolate and protect Your Personal Data from further processing, except as required by applicable law. We will ensure that any of our sub-processors who are in possession of Your Personal Data shall also comply with this provision.

## 1.6 Security Incidents and Security

We will at all times take reasonable measures to ensure that Your Personal Data is adequately protected in accordance with the requirements of the GDPR. To this end, we agree that we will implement appropriate technical and organizational measures to protect Your Personal Data from security incidents.

When we become aware of any security incident, which consists of the unpermitted, accidental, or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to any of Your Personal Data, we will inform you without any undue delay, and in no event longer than 24 hours after we discover the security incident. We will cooperate reasonably with you and provide you the information you need in order to fulfil your data breach obligations under the GDPR. We will also take other further measures and actions that are necessary to remedy or mitigate the effects of the security incident, and we will keep you informed of every material development connected with the security incident. Except as required by law, we will not take action to notify Your Data Subjects of any security incident.

## 1.7 Subprocessors

In the course of providing our Services, we may be required to contract with a third-party processor ("Subprocessor") to perform a portion of the Services. We have included as Appendix 3 a list of the Subprocessors we currently use. We will not add any additional Subprocessors without informing you of such Subprocessors and giving you an opportunity to object to the use of such Subprocessors. We agree to impose the same data protection obligations upon each of our Subprocessors that we agree to in this DPA, and we agree to be fully responsible for any liability arising out of the acts and omissions of our Subprocessors.

For the avoidance of doubt, the approval requirements as set out in this subsection will not apply in cases where we subcontract ancillary services to third parties without having access to Your Personal Data. Such ancillary services are not considered data processing.

## 1.8 Audits, Requests from Law Enforcement, and Impact Assessment

In certain instances, you as a Controller are required to submit to an audit to show that you are complying with the provisions of the GDPR. In any such instance, we agree to cooperate fully with such audit and to maintain a record of all processing activities that we carry out on your behalf. After reasonable notice, we will allow you or your auditors to audit our compliance with this DPA, to include communication with our staff and access to our systems and information; provided you conduct your audit during normal business hours and make reasonable efforts to minimize the disruption to our business.

If we are requested by law enforcement to disclose any of Your Personal Data, we will, unless prohibited by law, inform you of the request, attempt to re-direct the law enforcement agency to contact you directly, and only provide such information as required by law.

In the event that you believe that our processing of Your Personal Data is likely to result in a high risk to the data protection rights and freedoms of citizens of the EU, we agree to assist you in a reasonable and timely manner to conduct a data protection impact assessment, which may include consulting with the relevant data protection authority.

## Your Obligations

As a Controller under the GDPR, you are required to carry out certain responsibilities and to comply with certain requirements. For example, and without intending to limit your obligations, you are required to comply with the privacy and confidentiality provisions of the GDPR, just as we are. You are also required in certain instances to ensure that the consent of Data Subjects is obtained and that collection of Your Personal Data is otherwise justified under the GDPR. We acknowledge that in doing so, you are required to ensure that your Processors also comply with certain requirements, and we agree to reasonably cooperate with your requests in this regard. However, if you make requests of us that go beyond our obligations set forth in the "Consensus's GDPR Obligations" section of this DPA, we will comply with your requests at your expense.



## **Appendix I**

### **Standard Contractual Clauses for Personal Data Transfers from an EU Controller to a Processor**

#### **SECTION I**

#### **CLAUSE 1**

##### **Purpose and scope**

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')

have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

#### **CLAUSE 2**

##### **Effect and invariability of the Clauses**

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other

clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

### **CLAUSE 3**

#### **Third-party beneficiaries**

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
- (ii) Clause 8.1(b), 8.9(a), (c), (d) and (e);
- (iii) Clause 9(a), (c), (d) and (e);
- (iv) Clause 12(a), (d) and (f);
- (v) Clause 13;
- (vi) Clause 15.1(c), (d) and (e);
- (vii) Clause 16(e);
- (viii) Clause 18(a) and (b).

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

### **CLAUSE 4**

#### **Interpretation**

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

### **CLAUSE 5**

#### **Hierarchy**

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

### **CLAUSE 6**

#### **Description of the transfer(s)**

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

### **CLAUSE 7**

#### **Docking clause**

(a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

(b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

## **SECTION II – OBLIGATIONS OF THE PARTIES**

### **CLAUSE 8**

#### **Data protection safeguards**

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

#### **8.1 Instructions**

(a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.

(b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

#### **8.2 Purpose limitation**

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

### **8.3 Transparency**

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

### **8.4 Accuracy**

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

### **8.5 Duration of processing and erasure or return of data**

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

### **8.6 Security of processing**

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the

purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

### **8.7 Sensitive data**

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

### **8.8 Onward transfers**

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:



- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

### **8.9 Documentation and compliance**

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

## **CLAUSE 9**

### **Use of sub-processors**

- (a) The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any changes to that list through the addition or replacement of sub-processors, thereby giving the data exporter an opportunity to object to such changes to the list of sub-processor(s). The data

importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

### **CLAUSE 10**

#### **Data subject rights**

(a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

(b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

### **CLAUSE 11**

#### **Redress**

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

(i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;

(ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

### **CLAUSE 12**

#### **Liability**

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a

## **CONSENSUS SALES, INC. MASTER SERVICES AGREEMENT**

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controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

### **CLAUSE 13**

#### **Supervision**

(a) Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

## **SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES**

### **CLAUSE 14**

#### **Local laws and practices affecting compliance with the Clauses**

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by

public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination – including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses.

If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

### **CLAUSE 15**

#### **Obligations of the data importer in case of access by public authorities**

##### **15.1 Notification**

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

##### **15.2 Review of legality and data minimisation**

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to

consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

### **SECTION IV – FINAL PROVISIONS**

#### **CLAUSE 16**

##### **Non-compliance with the Clauses and termination**

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

(i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

(ii) the data importer is in substantial or persistent breach of these Clauses; or

(iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

### **CLAUSE 17**

#### **Governing law**

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the Netherlands.

### **CLAUSE 18**

#### **Choice of forum and jurisdiction**

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b) The Parties agree that those shall be the courts of Amsterdam in the Netherlands.

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d) The Parties agree to submit themselves to the jurisdiction of such courts.



**ANNEX I**

**A. LIST OF PARTIES**

**Data exporter(s):** *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Name: See Customer notice information in the Agreement

Address: See Customer notice provisions in the Agreement

Contact person's name, position and contact details: Data exporter can be contacted through the contact details set out in the notice provisions of the Agreement.

Activities relevant to the data transferred under these Clauses: The provision of the Services as described in the Agreement.

Signature and date:

Role: Controller.

2. ...

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. Name: Consensus Sales, Inc.

Address: 1633 W. Innovation Way, 5<sup>th</sup> Floor, Lehi, UT 84043

Contact person's name, position and contact details: Matt Carlson, matt.carlson@goconsensus.com

Activities relevant to the data transferred under these Clauses: Consensus Sale, Inc. is a provider of a SaaS platform where users can create interactive video demonstrations for distribution in the pre-sales process to potential customers.

Signature and date:

\_\_\_\_\_

Date:

Role: Processor.

2. ...

**B. DESCRIPTION OF TRANSFER**

*Categories of data subjects whose personal data is transferred*

Personal Data transferred relates to the following categories of data subjects: Customer employees, contractors, customers, business partners, or other individuals whose Personal Data is necessary to process in order to perform the Services as provided under the Agreement.

*Categories of personal data transferred*

Contact information, Job Title, Geo-location (from IP address)

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

No sensitive data collected.

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

Continuous process

*Nature of the processing*

Data is used for communications, authentication, and tracking/analytics.

*Purpose(s) of the data transfer and further processing*

To facilitate the functionality of the SaaS platform

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

Personal data is retained for the life of the customer relationship, when the customer relationship ends the data is purged.

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

- a) Transfers to subprocessors: AWS – Hosting provider for SaaS platform
- b) Hubspot – Consensus' CRM
- c) SendGrid – Sending transactional emails.
- d) Google Workspace – Customer communications

**C. COMPETENT SUPERVISORY AUTHORITY**

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

The competent supervisory authority is the Dutch Supervisory Authority (Autoriteit Persoonsgegevens).

## **ANNEX II**

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

*Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

Consensus uses the following organizational procedures to ensure appropriate levels of security:

- AES 256 bit encryption at rest and in transit
- Redundancy, HA/DR, and Consensus segments data within our platform per customer so confidentiality, and integrity is ensured.
- Full backups weekly and incremental backups daily. Consensus retains this data for a rolling period in order to maintain restoration ability fully.
- Full internal infrastructure audits, as well as 3rd party audits.
- Consensus offers SSO functionality as well as full role based authentication. All user activity and transactions are logged internally.
- AES 256 bit encryption via AWS in transit
- AES 256 encryption at rest using AWS standards
- Consensus leverages AWS for all data processing and Consensus can provide AWS physical security documentation if requested.
- Consensus logs all events in platform at a transactional level. Consensus also log all internal events, changes, and updates for both production and sandbox environments.
- Consensus maintains a full change management policy and procedures policy. This tracks Consensus' default "known good" config as well as documenting all changes, updates and fixes made outside of the default config.
- Consensus has a full IT/IS Security policy that is reviewed and updated regularly per SOC2 guidelines.
- Currently going through SOC2 Certification process.

## **ANNEX III**

**LIST OF SUB-PROCESSORS**

- a) AWS – Hosting provider for SaaS platform
- b) Hubspot – Consensus' CRM
- c) SendGrid – Sending transactional emails.
- d) Google Workspace – Customer communications