



## SERVICE TERMS AND CONDITIONS

### BACKGROUND

Oort is a technology company which has developed a cloud-based software-as-a-service that operates as an identity and network access broker between a Customer's third parties and the Customer's identity provider service, applications, and infrastructure.

From time to time, Customer and Oort may enter into commercial agreements pursuant to which Customer will purchase rights to use Oort's software-as-a-service. These Terms and Conditions apply to any attached Order Form and all subsequent Order Forms to the exclusion of any other terms or conditions that either Party seeks to impose or incorporate or that are implied by course of dealing. In the event of any conflict between these Terms and Conditions and any Order Form, the terms and conditions in such Order Form shall govern with respect to such Order Form only.

### 1 RIGHT TO USE OORT PLATFORM SERVICES

1.1 Oort Software-as-a-Service Platform. Oort will make its software-as-a-service available to Customer during the Term (as defined below) via the Internet (the "Oort Platform") pursuant to these Terms and Conditions and the applicable SPO(s). Subject to the terms and conditions of this Agreement, Oort hereby grants Customer the limited, nonexclusive, nontransferable, non-sublicensable (except as expressly set forth herein) right to access and use the Oort Platform during the Term.

1.2 Oort Locally Downloaded Software Components. Certain software components will be downloaded locally by the Oort Platform (the "Oort Software"). Subject to the terms and conditions of this Agreement, Oort hereby grants Customer the limited, nonexclusive, non-transferable, non-sublicensable right and license to install and use for internal business purposes the Oort Software solely for the purpose of using the Oort Platform.

1.3 Limitations. The following limitations and restrictions will apply to the Oort Platform:

- a Except as expressly permitted hereunder Customer will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any of the Oort Platform or Oort Software; (ii) modify, translate or create derivative works based on any of the Oort Platform or Oort Software; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on any of the Oort Platform or Oort Software; (iv) use any of the Oort Platform or Oort Software for time-sharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to any of the Oort Platform or Oort Software or their related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary

notices or labels of Oort or its suppliers on any of the Oort Platform or Oort Software.

### 2 OWNERSHIP; RESERVATION OF RIGHTS

#### 2.1 Customer Data.

- a Customer owns the data collected from Customer and managed via the Oort Platform and Oort Software ("Customer Data") and reserves any and all right, title and interest in and to the Customer Data other than the licenses therein expressly granted to Oort under this Agreement.
- b Customer hereby grants to Oort a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, right and license to copy, distribute, display and create derivative works of and use the Customer Data to perform Oort's obligations under this Agreement.
- c Customer also hereby grants to Oort a non-exclusive, world-wide, royalty-free, fully paid up, perpetual and irrevocable license to copy, de-identify, anonymize, process and create derivative works of Customer Data for the purpose of deriving anonymous statistical and usage data, and data related to the functionality of the Service, provided such data cannot be used to identify Customer or its users ("Anonymous Data") and combining or incorporating such Anonymous Data with or into other similar data and information available, derived or obtained from other Customers, licensees, users, or other sources (when so combined or incorporated, referred to as "Aggregate Data"), only for improving Oort's existing products and services and developing and commercializing new features, products and services (including developing and training artificial or augmented intelligence algorithms and products) and generating statistics for marketing purposes (e.g., indicating the number of Customers using certain Oort services).

2.2 Oort Platform and Oort Software Ownership; Reservation Of Rights. Customer acknowledges and agrees that, as between the parties, Oort retains all rights, title and interest in and to the Oort Platform and Oort Software, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Oort grants no, and reserves any and all, rights other than the rights expressly granted to Customer under this Agreement with respect to the Oort Platform and Oort Software. Oort hereby reserves any and all, and Customer will acquire no rights, title or interest in and to the Oort Platform or Oort Software or any copies thereof (by whoever produced) other than the limited licensed rights expressly granted under this Agreement.

2.3 Feedback. Customer may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Oort with respect to the Oort Platform or Oort Software. Customer hereby grants Oort a royalty-free, fully paid-up, worldwide, transferable, sublicensable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the



Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Customer Responsibilities. Customer will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Oort Platform and Oort Software and notify Oort promptly of any such unauthorized access or use, and (b) use Oort Platform and Oort Software only in accordance with the documentation and applicable laws and regulations.

2.5 Oort Responsibilities.

- a Oort will use reasonable efforts consistent with prevailing industry standards to provide the Oort Platform in a manner that minimizes errors and interruptions in accessing the Oort Platform.
- b Oort will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Customer Data that this Agreement does not expressly authorize, and will comply with the requirements set forth on the Oort Data Processing Addendum set forth in Exhibit A attached hereto.
- c Oort will provide second tier technical support to Customer's employees for issues and questions arising from the operation of the Oort Platform.

2.6 Consumer Privacy. Each of Oort and Customer are committed to protect the privacy of consumers. Oort is offering Customer access to the Oort Platform and has no visibility, liability or responsibility for (a) Customer's compliance with applicable privacy standards, laws or regulations in connection with Customer's use of the Oort Platform or Oort Software, or (b) Customer's collection, use, storage, distribution or other exploitation of any Customer Data using the Oort Platform or Oort Software. Customer will not use the Oort Platform or the Oort Software to collect, transmit, provide, or otherwise make available to the Oort Platform "sensitive information", which is defined as the following personally identifiable information about an individual: his or her financial account numbers, insurance plan numbers, precise information about health or medical conditions, and government-issued identifiers (such as a Social Security number).

### 3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Customer will pay Oort such fees at such times as indicated on the applicable Order Form(s). Unless otherwise set forth in an Order Form, Customer shall pay Oort within thirty (30) days of the applicable invoice date. If payment of any fees is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Customer will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Oort within thirty (30) days from the time such payment is due, Oort may suspend access to the Oort Platform and Oort Software until such payment is made. At its discretion, Oort may increase the pricing stated on the applicable SPO for any Renewal Term (as defined below)

upon giving Customer at least ninety (90) days' notice (which may be sent by email) prior to the end of the then-current term.

3.2 Net of Taxes. All amounts payable by Customer to Oort hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Oort. Customer will not withhold any Taxes from any amounts due Oort.

### 4 TERM, TERMINATION

4.1 Term. The Initial Term of this Agreement will commence on the Effective Date and continue until the conclusion of the Initial Term, as set forth in the applicable Order Form. Thereafter, unless the Agreement terminates earlier in accordance with the terms of this Agreement or an SPO expressly states otherwise, the Agreement will automatically renew for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless either party delivers to the other party written notice prior to sixty (60) days prior to the end of a Term of the party's intent not to renew the Term.

4.2 Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' after receiving written notice thereof.

4.3 Wind-Down Period. In the event that this Agreement expires or terminates (other than by Oort for cause, pursuant to Section 4.2), upon Customer's written notice to Oort prior to or within ten (10) days of the effective date of expiration or termination, Oort agrees to continue to provide the Oort Platform and the Oort Software to Customer for a mutually agreed upon period of time at the then-current fees (the "Wind-Down Period").

4.4 Effect of Termination. Customer will pay in full for the use of the Oort Platform up to and including the last day on which the Oort Platform is provided. Within thirty (30) days, Oort will delete any Customer Data stored or otherwise archived on the Oort Platform or on Oort's network (subject to Oort's rights to the Anonymous Data and Aggregate Data under Section 2.1(c)). Except as expressly stated herein, upon any expiration or termination of the Agreement (including the expiration of any Wind-Down Period), all rights granted hereunder and all obligations of Oort to provide the Oort Platform and Oort Software will immediately terminate and Customer will (i) cease use of the Oort Platform and Oort Software; and (ii) return or destroy all other copies or other embodiments of Oort's Confidential Information.

4.5 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2.1(c) (Customer Data), 2.2 (Oort Platform and Oort Software Ownership), 2.3 (Feedback), 3 (Fees; Payment Terms), 4.3 (Wind-Down Period), 4.4 (Effect of Termination), 5 (Confidentiality), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.



## 5 CONFIDENTIALITY

5.1 As used herein, “Confidential Information” means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the “Disclosing Party”) that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the “Receiving Party”); provided, however, that a Disclosing Party’s business plans, strategies, technology, research and development, current and prospective Customers, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Oort’s Confidential Information includes, without limitation, the Oort Platform and the Oort Software. Customer’s Confidential Information includes, without limitation, the Customer Data (subject to the rights expressly granted to Oort herein). Information will not be deemed “Confidential Information” if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party’s prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party’s Confidential Information. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

## 6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. In addition, Oort represents and warrants that: (i) it will use

commercially reasonable efforts to ensure that the Oort Platform and the Oort Software do not contain any viruses or malware; and (ii) the Oort Platform and the Oort Software will substantially conform with the applicable documentation provided by Oort.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH OF THE Oort PAAS AND Oort SOFTWARE IS PROVIDED ON AN “AS-IS” BASIS AND Oort DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY’S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

## 7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL Oort BE LIABLE TO [Customer] FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF Oort HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL OORT’S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY Customer TO OORT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT



OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Defense by Oort. Oort will defend Customer and the officers, directors, agents, and employees of Customer ("Customer Parties") from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Customer Parties (including reasonable attorneys' fees) arising from, directly or indirectly, any claim, demand or allegation by a third party that arises out of any copyright infringement claim or trade secret misappropriation claim that involves, relates to or concerns the Oort Platform or Oort Software (except for claims for which Oort is entitled to indemnification under Section 7.5, in which case Oort will have no obligations with respect to such claim). Oort will have no liability or obligation under this Section 7.4 with respect to any Liability if such Liability is caused in whole or in part by (x) modification of the Oort Platform by any party other than Oort without Oort's express consent; (y) the combination, operation, or use of the Oort Platform or Oort Software with other product(s), data or services where the Oort Platform or Oort Software would not by itself be infringing; or (z) unauthorized or improper use of the Oort Platform or Oort Software. If the use of the Oort Platform or Oort Software by Customer has become, or in Oort's opinion is likely to become, the subject of any claim of infringement, Oort may at its option and expense (a) procure for Customer the right to continue using the Oort Platform or Oort Software as set forth hereunder; (b) replace or modify the Oort Platform or Oort Software to make it non-infringing so long as the Oort Platform or Oort Software has at least equivalent functionality; (c) substitute an equivalent for the Oort Platform or Oort Software or (d) if options (a)-(c) are not reasonably practicable, terminate this Agreement. This Section 7.4 states Oort's entire obligation and Customer's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Customer. Customer will indemnify, defend and hold Oort and the officers, directors, agents, and employees of Oort ("Oort Parties") harmless from Liabilities that are payable to any third party or incurred by the Oort Parties (including reasonable attorneys' fees) arising from, directly or indirectly, any claim, demand or allegation by a third party (a) arising from or related to any use or disclosure by Customer of any Oort Platform or Oort Software in violation of this Agreement or (b) a breach by Customer of Section 2.6.

7.6 Procedure. If a Customer Party or a Oort Party becomes aware of any matter for which it believes it should be indemnified or defended under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the such Party by any third party (each an "Action"), such Customer Party or Oort Party will give the other party prompt written notice of such Action. Customer Party or Oort Party will cooperate, at the expense of the other Party, with the other Party and its counsel in the defense and Customer Party or Oort Party, as applicable will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

## 8 GENERAL

Customer may not provide access to the Oort Platform or Oort Software to any person or entity that is (a) identified on the Specially Designated Nationals List or Foreign Sanctions Evaders List of the Office of Foreign Assets Control, U.S. Department of the Treasury, as amended from time to time; (b) located in Cuba, Iran, North Korea, Sudan, Syria, or any other country that is subject to U.S. economic sanctions prohibiting such access; or (c) otherwise unauthorized to have such access under any law or regulation of the United States or any non-U.S. authority of competent jurisdiction. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Customer acknowledges that any unauthorized use of the Oort Platform or Oort Software will cause irreparable harm and injury to Oort for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Customer further agrees that Oort will be entitled to injunctive relief in the event Customer uses the Oort Platform or Oort Software in violation of the limited license granted herein or uses the Oort Platform or Oort Software in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the most recent SPO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary but subject to compliance with Section 2.6 ("Consumer Privacy"), Oort may mention Customer and the relationship between Oort and Customer in Oort's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line



failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, the unaffected party may terminate this Agreement by giving written notice thereof to the other party.

Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

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## Exhibit A

### Data Processing Addendum

The Customer agreeing to these terms ("Customer") has entered into an agreement with Oort, Inc. ("Oort") under which Oort has agreed to provide services to Customer (as amended from time to time, the "Agreement"). Capitalized terms used but not defined within this Data Protection Addendum shall have the meaning set forth in the Agreement.

This Data Protection Addendum, including its attachments (the "Addendum") will be effective and replace any previously applicable data processing and security terms as of the Addendum Effective Date (as defined below). This Addendum forms part of the Agreement and consists of (a) the main body of the Addendum; (b) Attachment 1 (Subject Matter and Details of the Data Processing); and (c) Attachment 2 (Security Measures).

#### 1. Definitions

For purposes of this Addendum, the terms below shall have the meanings set forth below. Capitalized terms that are used but not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

1.1 "Addendum Effective Date" means the date on which the parties agreed to this Addendum.

1.2 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where "control" refers to the power to direct or cause the direction of the subject entity, whether through ownership of voting securities, by contract or otherwise.

1.3 "Audit Reports" has the meaning given in Section 5.4.4.

1.4 "CCPA" means the California Consumer Privacy Act of 2018.

1.5 "Controller" has the meaning given in Section 3.1.1(c).

1.6 "Customer Personal Data" means any "personal information", "personal data" or other similar term as defined under applicable data protection or incident notification laws that is contained within the data provided to or accessed by Oort by or on behalf of Customer or Customer end users in connection with the Services.

1.7 "EEA" means the European Economic Area, Switzerland, and United Kingdom

1.8 "EU" means the European Union.

1.9 "European Data Protection Legislation" means the GDPR and other data protection laws of the EU, its Member States, and the United Kingdom, applicable to the Processing of Customer Personal Data under the Agreement.

1.10 "GDPR" means 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, and repealing Directive 95/46/EC.

1.11 "Information Security Incident" means a breach of Oort's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data in Oort's possession, custody or control, to the extent the incident constitutes a reportable "data breach," "personal data breach," "breach of the security of the system," or other similar term as defined under applicable law. "Information Security Incidents" will not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

1.12 "Model Contract Clauses" means the standard data protection clauses for the transfer of personal data to Processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR.

1.13 "Processing" means any operation or set of operations which is performed on Customer Personal Data or on sets of Customer Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.14 "Processor" has the meaning given in Section 3.1.1(b).

1.15 "Security Documentation" means all documents and information made available by Oort under Section 5.4.1 (Reviews of Security Documentation).

1.16 "Security Measures" has the meaning given in Section 5.1.1 (Oort's Security Measures).

1.17 "Services" means the services and/or products to be provided by Oort to Customer under the Agreement.

1.18 "Subprocessors" means third parties authorized under this Addendum to Process Customer Personal Data in relation to the Services.

1.19 "Term" means the period from the Addendum Effective Date until the end of Oort's provision of the Services.

1.20 "Third Party Subprocessors" has the meaning given in Section 9 (Subprocessors).



**1.21** “Transfer Solution” means the Model Contract Clauses or another solution that enables the lawful transfer of personal data to a third country in accordance with Article 45 or 46 of the GDPR.

## **2. Duration of Addendum**

This Addendum will take effect on the Addendum Effective Date and, notwithstanding the expiration of the Term, will remain in effect until, and automatically expire upon, Oort’s deletion of all Customer Personal Data as described in this Addendum.

## **3. Processing of Data**

### **3.1 Roles and Regulatory Compliance; Authorization.**

#### **3.1.1 Processor and Controller Responsibilities.**

(a) the subject matter and details of the Processing are described in Attachment 1;

(b) Oort serves as a “Processor” or service provider, meaning that Oort Processes Customer Personal Data at the direction of and on behalf of the Controller;

(c) Customer is a “Controller”, meaning that Customer, or an entity for which Customer is a representative (as set out in Section 3.1.2 below), alone or with others, determines the purposes and means of the Processing of Customer Personal Data; and

(d) Each party will comply with the obligations applicable to it under applicable law with respect to the Processing of that Customer Personal Data.

**3.1.2 Authorization by Third Party Controller.** If Customer is providing data to Oort as a representative for or on behalf of another entity acting as a Controller, Customer warrants to Oort that Customer’s instructions and actions with respect to that Customer Personal Data, including its appointment of Oort as another Processor, have been authorized by the relevant Controller in accordance with applicable law.

#### **3.2 Scope of Processing.**

**3.2.1 Customer’s Instructions.** By entering into this Addendum, Customer instructs Oort to Process Customer Personal Data only in accordance with applicable law: (a) to provide the Services; (b) as authorized by the Agreement, including this Addendum; and (c) as further documented in any other written instructions given by Customer and acknowledged in writing by Oort as constituting instructions for purposes of this Addendum.

**3.2.2 Oort’s Compliance with Instructions.** Oort will only Process Customer Personal Data to provide the Services in accordance with Customer’s instructions described in Section 3.2.1 (including with regard to data transfers) unless applicable law requires Oort to otherwise Process Customer Personal Data, in which case Oort will notify Customer (unless that law prohibits Oort from doing so on important grounds of public interest).

**3.2.3 Oort Certification.** Oort certifies that it understands the restrictions of this Section 3.2, that it shall only use the Customer Personal Data to provide the Services in accordance with Customer’s instructions described in Section 3.2.1 and will not (a) “sell” (as defined in the CCPA) the Customer Personal Data or (b) otherwise retain, use, or disclose the Customer Personal Data for any purpose other than for the specific purpose of providing the Services under the Agreement.

## **4 Data Deletion**

**4.1 Deletion on Termination.** On expiry of the Term, Customer instructs Oort to delete all Customer Personal Data (including existing copies) from Oort’s systems in accordance with applicable law as soon as reasonably practicable but no later than 180 days from the date of request, unless applicable law requires otherwise.

## **5 Data Security**

### **5.1 Oort’s Security Measures, Controls and Assistance.**

**5.1.1 Oort’s Security Measures.** Oort will implement and maintain technical and organizational measures designed to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Data as described in Attachment 2 (the “Security Measures”). Oort may update or modify the Security Measures from time to time provided that such updates and modifications do not materially decrease the overall security of the Services.

**5.1.2 Security Compliance by Oort Staff.** Oort will grant access to Customer Personal Data only to employees, contractors and Subprocessors who need such access for the scope of their performance, and are subject to appropriate confidentiality arrangements.

**5.1.3 Oort’s Security Assistance.** Oort will (taking into account the nature of the Processing of Customer Personal Data and the information available to Oort) provide Customer with reasonable assistance necessary for Customer to comply with its obligations under applicable data protection laws, by:

(a) implementing and maintaining the Security Measures in accordance with Section 5.1.1 (Oort’s Security Measures);

(b) complying with the terms of Section 5.2 (Information Security Incidents); and

(c) providing Customer with the Security Documentation in accordance with Section 5.4.1 (Reviews of Security Documentation) and the Agreement, including this Addendum.



## **5.2 Information Security Incidents**

**5.2.1 Information Security Incident Notification.** If Oort becomes aware of an Information Security Incident, Oort will: (a) notify Customer of the Information Security Incident without undue delay after becoming aware of the Information Security Incident; and (b) take reasonable steps to identify the cause of such Information Security Incident, minimize harm and prevent a recurrence.

**5.2.2 Details of Information Security Incident.** Notifications made pursuant to this Section 5.2 (Information Security Incidents) will describe, to the extent possible, details of the Information Security Incident, including steps taken to mitigate the potential risks and steps Oort recommends Customer take to address the Information Security Incident.

**5.2.3 Notification.** Customer is solely responsible for complying with incident notification laws applicable to Customer and fulfilling any third party notification obligations related to any Information Security Incident(s).

**5.2.4 No Acknowledgement of Fault by Oort.** Oort's notification of or response to an Information Security Incident under this Section 5.2 (Information Security Incidents) will not be construed as an acknowledgement by Oort of any fault or liability with respect to the Information Security Incident.

## **5.3 Customer's Responsibilities and Assessment.**

**5.3.1 Customer's Compliance Responsibilities.** Customer represents and warrants:

(a) that Customer is solely responsible for its Customer Personal Data, including without limitation, the security of such Customer Personal Data;

(b) that Customer has the necessary rights and licenses, consents, permissions, waivers and releases to use the Customer Personal Data and to enable Oort to use and disclose to Customer the Customer Personal Data as intended by the parties under the Agreement and the terms of any applicable Service Orders;

(c) that Customer has a legally sufficient privacy policy or privacy notice that is made available to Customers prior to their provision of any Personal Information to Customer or Oort;

(d) that use by Oort of Customer Personal Data:

(i) does not violate, misappropriate or infringe any rights of Oort or any third party,

(ii) does not constitute defamation, invasion of privacy or publicity, or otherwise violate any rights of any third party, and

(iii) is not designed for use in any illegal activity or does not promote illegal activities, including, without limitation, in a manner that might be illegal or harmful to any person or entity; or

(e) does not distribute, share, or facilitate the distribution of unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

**5.3.2 Customer's Security Responsibilities.** Customer agrees that, without prejudice to Oort's obligations under Section 5.1 (Oort's Security Measures, Controls and Assistance) and Section 5.2 (Information Security Incidents):

(a) Customer is solely responsible for its use of the Services, including:

(i) making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Customer Personal Data;

(ii) securing the account authentication credentials, systems and devices Customer uses to access the Services;

(iii) securing Customer's systems and devices Oort uses to provide the Services; and

(iv) backing up its Customer Personal Data; and

(b) Oort has no obligation to protect Customer Personal Data that Customer elects to store or transfer outside of Oort's and its Subprocessors' systems (for example, offline or on-premises storage).

## **5.3.3 Customer's Security Assessment.**

(a) Customer is solely responsible for reviewing the Security Documentation and evaluating for itself whether the Services, the Security Measures and Oort's commitments under this Section 5 (Data Security) will meet Customer's needs, including with respect to any security obligations of Customer under applicable law.

(b) Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing of Customer Personal Data as well as the risks to individuals) the Security Measures implemented and maintained by Oort as set out in Section 5.1.1 (Oort's Security Measures) provide a level of security appropriate to the risk in respect of the Customer Personal Data.

## **5.4 Reviews and Audits of Compliance**

**5.4.1** Customer may audit Oort's compliance with its obligations under this Addendum up to once per year. In addition, to the extent required by applicable data protection laws, including where mandated by Customer's regulatory or governmental authority, Customer or Customer's regulatory or governmental authority may perform more frequent audits (including inspections). Oort will contribute to





such audits by providing Customer or Customer's regulatory or governmental authority with the information and assistance reasonably necessary to conduct the audit, including any relevant records of Processing activities applicable to the Services.

**5.4.2** If a third party is to conduct the audit, Oort may object to the auditor if the auditor is, in Oort's reasonable opinion, not suitably qualified or independent, a competitor of Oort, or otherwise manifestly unsuitable. Such objection by Oort will require Customer to appoint another auditor or conduct the audit itself.

**5.4.3** To request an audit, Customer must submit a detailed proposed audit plan to [audit@oort.io](mailto:audit@oort.io) at least two weeks in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Oort will review the proposed audit plan and provide Customer with any concerns or questions (for example, any request for information that could compromise Oort security, privacy, employment or other relevant policies). Oort will work cooperatively with Customer to agree on a final audit plan. Nothing in this Section 5.4 shall require Oort to breach any duties of confidentiality.

**5.4.4** If the requested audit scope is addressed in an SSAE 16/ISAE 3402 Type 2, ISO, NIST or similar audit report performed by a qualified third party auditor ("Audit Reports") within twelve (12) months of Customer's audit request and Oort confirms there are no known material changes in the controls audited, Customer agrees to accept those findings in lieu of requesting an audit of the controls covered by the report.

**5.4.5** The audit must be conducted during regular business hours at the applicable facility, subject to the agreed final audit plan and Oort's health and safety or other relevant policies, and may not unreasonably interfere with Oort business activities.

**5.4.6** Customer will promptly notify Oort of any non-compliance discovered during the course of an audit and provide Oort any audit reports generated in connection with any audit under this Section 5.4, unless prohibited by applicable law or otherwise instructed by a regulatory or governmental authority. Customer may use the audit reports only for the purposes of meeting Customer's regulatory audit requirements and/or confirming compliance with the requirements of this Addendum. The audit reports are Confidential Information of the parties under the terms of the Agreement.

**5.4.7** Any audits are at Customer's expense. Customer shall reimburse Oort for any time expended by Oort or its Third Party Subprocessors in connection with any audits or inspections under this Section 5.4 at Oort's then-current professional services rates, which shall be made available to Customer upon request. Customer will be responsible for any fees charged by any auditor appointed by Customer to execute any such audit.

**5.4.8** The parties agree that this Section 5.4 shall satisfy Oort's obligations under applicable data protection laws, including the audit requirements of the Model Contractual Clauses applied to Data Importer under Clause 5(f) and to any Subprocessors under Clause 11 and Clause 12(2).

## **6 Impact Assessments and Consultations**

Oort will (taking into account the nature of the Processing and the information available to Oort) reasonably assist Customer in complying with its obligations under European Data Protection Legislation or other applicable law in respect of data protection impact assessments and prior consultation, including, if applicable, Customer's obligations pursuant to Articles 35 and 36 of the GDPR, by:

**6.1** Making available for review copies of the Audit Reports or other documentation describing relevant aspects of Oort's information security program and the security measures applied in connection therewith; and

**6.2** providing the information contained in the Agreement including this Addendum.

## **7 Data Subject Rights**

**7.1 Customer's Responsibility for Requests.** During the Term, if Oort receives any request from a data subject in relation to Customer Personal Data, Oort will advise the data subject to submit their request to Customer and Customer will be responsible for responding to any such request.

**7.2 Oort's Data Subject Request Assistance.** Oort will (taking into account the nature of the Processing of Customer Personal Data) provide Customer with self-service functionality through the Services or other reasonable assistance as necessary for Customer to fulfill its obligation under applicable law to respond to requests by data subjects, including if applicable, Customer's obligation to respond to requests for exercising the data subject's rights set out in the European Data Protection Legislation or CCPA. Customer shall reimburse Oort for any such assistance beyond providing self-service features included as part of the Services at Oort's then-current professional services rates, which shall be made available to Customer upon request.

## **8 Data Transfers**

**8.1 Data Storage and Processing Facilities.** Oort may, subject to Section 8.2 (Transfers of Data Out of the EEA), store and Process Customer Personal Data anywhere Oort or its Subprocessors maintains facilities.

**8.2 Transfers of Data Out of the EEA.**

**8.2.1 Oort's Transfer Obligations.** If the storage and/or Processing of Customer Personal Data (as set out in Section 8.1 (Data Storage and Processing Facilities)) involves transfers of Customer Personal Data out of the EEA to Oort in the United States, and the European Data Protection Legislation applies to the transfers of such data ("Transferred Personal Data"), Oort will make such transfers in accordance with a Transfer Solution, and make information available to Customer about such Transfer Solution upon request.

**8.2.2 Customer's Transfer Obligations.** In respect of Transferred Personal Data, Customer agrees that if under European Data



Protection Legislation Oort reasonably requires Customer to enter into Model Contract Clauses or use another Transfer Solution offered by Oort, and reasonably requests that Customer take any action (which may include execution of documents) required to give full effect to such solution, Customer will do so.

**8.3 Disclosure of Confidential Information Containing Personal Data.** If Customer has entered into Model Contract Clauses as described in Section 8.2 (Transfers of Data Out of the EEA), Oort will, notwithstanding any term to the contrary in the Agreement, make any disclosure of Customer's Confidential Information containing personal data, and any notifications relating to any such disclosures, in accordance with such Model Contract Clauses. For the purposes of the Model Contract Clauses, Customer and Oort agree that (i) Customer will act as the data exporter on Customer's own behalf and on behalf of any of Customer's entities and (ii) Oort or its relevant Affiliate will act on its own behalf and/or on behalf of Oort's Affiliates as the data importers.

## **9 Subprocessors**

**9.1 Consent to Subprocessor Engagement.** Customer specifically authorizes the engagement of Oort's Affiliates as Subprocessors. In addition, Customer generally authorizes the engagement of any other third parties as Subprocessors ("Third Party Subprocessors"). If Customer has entered into Model Contract Clauses as described in Section 8.2 (Transfers of Data Out of the EEA), the above authorizations will constitute Customer's prior written consent to the subcontracting by Oort of the Processing of Customer Personal Data if such consent is required under the Model Contract Clauses.

**9.2 Information about Subprocessors.** Information about Subprocessors, including their functions and locations, is available upon request (as may be updated by Oort from time to time in accordance with this Addendum).

**9.3 Requirements for Subprocessor Engagement.** When engaging any Subprocessor, Oort will enter into a written contract with such Subprocessor containing data protection obligations not less protective than those in the Agreement (including this Addendum) with respect to the protection of Customer Personal Data to the extent applicable to the nature of the Services provided by such Subprocessor. Oort shall be liable for all obligations subcontracted to, and all acts and omissions of, the Subprocessor.

**9.4 Opportunity to Object to Subprocessor Changes.**

When any new Third Party Subprocessor is engaged during the Term, Oort will, at least 30 days before the new Third Party Subprocessor Processes any Customer Personal Data, notify Customer of the engagement (including the name and location of the relevant Subprocessor and the activities it will perform) by updating the list identified in Section 9.2.

Customer may object to any new Third Party Subprocessor by providing written notice to Oort within ten (10) business days of being informed of the engagement of the Third Party Subprocessor as described above. In the event Customer objects to a new Third Party Subprocessor, Customer and Oort will work together in good faith to find a mutually acceptable resolution to address such objection. If the parties are unable to reach a mutually acceptable resolution within a reasonable timeframe, Customer may, as its sole and exclusive remedy, terminate the Agreement by providing written notice to Oort.

## **10 Processing Records**

**10.1 Oort's Processing Records.** Customer acknowledges that Oort may be required under applicable law to: (a) collect and maintain records of certain information, including the name and contact details of each Processor and/or Controller on behalf of which Oort is acting and, where applicable, of such Processor's or Controller's local representative and data protection officer; and (b) make such information available to regulatory or governmental authorities. Accordingly, to the extent that any such requirement applies to the Processing of Customer Personal Data, Customer will, where requested, provide such information to Oort, and will ensure that all information provided is kept accurate and up-to-date.

## **11 Liability**

**11.1 Liability Cap.** The total combined liability of either party and its Affiliates towards the other party and its Affiliates, whether in contract, tort or any other theory of liability, under or in connection with the Agreement, this Addendum, and the Model Contract Clauses if entered into as described in Section 8.2 (Transfers of Data Out of the EEA) combined will be limited to limitations on liability or other liability caps agreed to by the parties in the Agreement, subject to Section 11.2 (Liability Cap Exclusions).

**11.2 Liability Cap Exclusions.** Nothing in Section 11.1 (Liability Cap) will affect any party's liability to data subjects under the third party beneficiary provisions of the Model Contract Clauses to the extent limitation of such rights is prohibited by the European Data Protection Legislation, where applicable.

## **12 Third Party Beneficiary**

Notwithstanding anything to the contrary in the Agreement, where Oort is not a party to the Agreement, Oort will be a third party beneficiary of Section 5.4 (Reviews and Audits of Compliance), Section 9.1 (Consent to Subprocessor Engagement) and Section 11 (Liability) of this Addendum.

## **13 Analytics**

Customer acknowledges and agrees that Oort may create and derive from Processing related to the Services anonymized and/or aggregated data that does not identify Customer or any natural person, and use, publicize or share with third parties such data to improve Oort's products and services and for its other legitimate business purposes.

## **14 Notices**



Notwithstanding anything to the contrary in the Agreement, any notices required or permitted to be given by Oort to Customer may be given (a) in accordance with the notice clause of the Agreement; (b) to Oort's primary points of contact with Customer; and/or (c) to any email provided by Customer for the purpose of providing it with Service-related communications or alerts. Customer is solely responsible for ensuring that such email addresses are valid.

#### **15 Effect of These Terms**

Notwithstanding anything to the contrary in the Agreement, to the extent of any conflict or inconsistency between this Addendum and the remaining terms of the Agreement, this Addendum will govern.

## **Attachment 1**

### **Subject Matter and Details of the Data Processing**

**Subject Matter:** Oort's provision of the Services to Customer as described in the Order Form.

**Duration of the Processing:** The Term plus the period from the expiry of the Term until deletion of all Customer Personal Data by Oort in accordance with the Addendum.

**Nature and Purpose of the Processing:** Oort will Process Customer Personal Data for the purposes of providing the Services to Customer in accordance with the Addendum.

**Categories of Data:** Data relating to individuals provided to Oort in connection with the Services, by (or at the direction of) Customer, including name, email address, employer information, device and user geolocation information, and other online activity tracking information.

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## **Attachment 2**

### **Security Measures**

As from the Addendum Effective Date, Oort will implement and maintain the security measures set out in this Attachment 2. Oort may update or modify such Security Measures from time to time provided that such updates and modifications do not materially decrease the overall security of the Services.

- 1)** Organizational management and dedicated staff responsible for the development, implementation and maintenance of Oort's information security program.
- 2)** Audit and risk assessment procedures for the purposes of periodic review and assessment of risks to Oort's organization, monitoring and maintaining compliance with Oort's policies and procedures, and reporting the condition of its information security and compliance to internal senior management.
- 3)** Data security controls which include at a minimum, but may not be limited to, logical segregation of data, restricted (e.g. role-based) access and monitoring, and utilization of commercially available and industry standard encryption technologies for Personal Data that is:
  - a)** being transmitted by Oort over public networks (i.e. the Internet) or when transmitted wirelessly; or
  - b)** at rest or stored on portable or removable media (i.e. laptop computers, CD/DVD, USB drives, back-up tapes).
- 4)** Logical access controls designed to manage electronic access to data and system functionality based on authority levels and job functions, (e.g. granting access on a need-to-know and least privilege basis, use of unique IDs and passwords for all users, periodic review and revoking/changing access promptly when employment terminates or changes in job functions occur).
- 5)** Password controls designed to manage and control password strength, expiration and usage including prohibiting users from sharing passwords and requiring that Oort's passwords that are assigned to its employees: (i) be at least eight (8) characters in length, (ii) not be stored in readable format on Oort's computer systems; (iii) must be changed every ninety (90) days; must have defined complexity; (v) must have a history threshold to prevent reuse of recent passwords; and (vi) newly issued passwords must be changed after first use.
- 6)** System audit or event logging and related monitoring procedures to proactively record user access and system activity for routine review.
- 7)** Physical and environmental security of data center, server room facilities and other areas containing Personal Data designed to: (i) protect information assets from unauthorized physical access, (ii) manage, monitor and log movement of persons into and out of Oort facilities, and (iii) guard against environmental hazards such as heat, fire and water damage.
- 8)** Operational procedures and controls to provide for configuration, monitoring and maintenance of technology and information systems according to prescribed internal and adopted industry standards, including secure disposal of systems and media to render all information or data contained therein as undecipherable or unrecoverable prior to final disposal or release from Oort's possession.
- 9)** Change management procedures and tracking mechanisms designed to test, approve and monitor all changes to Oort's technology and information assets.
- 10)** Incident / problem management procedures design to allow Oort to investigate, respond to, mitigate and notify of events related to Oort's technology and information assets.
- 11)** Network security controls that provide for the use of enterprise firewalls and layered DMZ architectures, and intrusion detection systems and other traffic and event correlation procedures designed to protect systems from intrusion and limit the scope of any successful attack.
- 12)** Vulnerability assessment, patch management and threat protection technologies and scheduled monitoring procedures designed to identify, assess, mitigate and protect against identified security threats, viruses and other malicious code.
- 13)** Business resiliency/continuity and disaster recovery procedures designed to maintain service and/or recovery from foreseeable emergency situations or disasters.