

QUESTIONMARK ONPREMISE SOFTWARE, CONSULTING SERVICES, AND SOFTWARE SUPPORT TERMS AND CONDITIONS ("TERMS AND CONDITIONS")

THE FOLLOWING TERMS AND CONDITIONS GOVERN USE OF THE SOFTWARE AND ANY ASSOCIATED PAPER DOCUMENTATION OR "ON-LINE" OR ELECTRONIC DOCUMENTATION (COLLECTIVELY THE "ONPREMISE SOFTWARE") AND SHALL GOVERN ALL ORDERS ENTERED INTO BETWEEN THE PARTIES WITH RESPECT TO THE ONPREMISE SOFTWARE AND OTHER SERVICES REFERRED TO HEREIN. LICENSOR (AS DEFINED BELOW) EXPRESSLY LIMITS ACCEPTANCE TO THESE TERMS AND CONDITIONS AND THE TERMS OF THE APPLICABLE ORDER FORM. ANY TERMS CONTAINED IN A PURCHASE ORDER, REQUEST FOR PROPOSAL, ORDER ACCEPTANCE OR SIMILAR DOCUMENT FROM CUSTOMER SHALL NOT CONSTITUTE PART OF THE CONTRACT BETWEEN THE PARTIES UNLESS SUCH TERMS ARE EXPRESSLY INCORPORATED IN THE APPLICABLE ORDER. CUSTOMERS PROVISION OF A SIGNED ORDER REFERENCING THESE TERMS AND CONDITIONS AND/OR PROVIDING A PURCHASE ORDER BASED ON A QUOTATION PROVIDED BY LICENSOR THAT REFERENCED THESE TERMS AND CONDITIONS AND/OR USE OF THE ONPREMISE SOFTWARE SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER ARE HEREBY REJECTED. IF YOU ARE NOT WILLING TO ACCEPT THESE TERMS AND CONDITIONS, OR DO NOT HAVE THE AUTHORITY TO ACCEPT THESE TERMS AND CONDITIONS, YOU SHOULD NOT PROVIDE LICENSOR WITH A SIGNED ORDER/PURCHASE ORDER REFERENCING THESE TERMS AND CONDITIONS NOR USE NOR PERMIT INSTALLATION OF THE ONPREMISE SOFTWARE. THIS IS A USE LICENSE ONLY OFFERED BY LICENSOR. THE ONPREMISE SOFTWARE MAY NOT BE COPIED EXCEPT AS SPECIFICALLY PROVIDED BELOW.

These Terms and Conditions (the "Agreement") are a legally binding contract between you "Customer" (either as an individual or the organization you are representing) and Licensor. Within this Agreement "Licensor" refers to either (a) Questionmark Corporation, a Connecticut corporation, only when the OnPremise Software is installed within the United States, Canada, Mexico, Central and South America, (b) Questionmark GmbH, a German company, where Questionmark GmbH is referred to on the Order, and (c) Questionmark Computing Limited, an English company, in all other cases. Licensor and Customer shall be referred to herein individually as a "Party" and collectively as the "Parties."

1. This Agreement

- 1.1 Copyright. The OnPremise Software, is licensed, not sold, and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The OnPremise Software is supplied by Licensor and it shall remain the property of Licensor and/or its licensors.

- 1.2 Use. The OnPremise Software is provided for Customer's use only under the terms of this Agreement. By deploying, copying, or otherwise using the OnPremise Software, Customer agrees to be bound by the terms of this Agreement.
- 1.3 Configuration. Customer agrees to ensure that its use of the OnPremise Software will not, at any one time, exceed the Server Configuration. Customer agrees to take all reasonable measures to prevent unauthorized use of its licensed copy of the OnPremise Software.
- 1.4 Definitions. The following definitions shall apply, unless otherwise redefined by a Licensor invoice, or a valid invoice from an authorized Licensor reseller referencing Customer ("Applicable Invoice"). Customer's payment of an Applicable Invoice will be taken as its acceptance of the definitions detailed within that invoice.
 - (a) "Access Control System" means any system which identifies or authenticates Participants to take Assessments via the OnPremise Software whether or not the Participant identity is recorded within the OnPremise Repositories.
 - (b) "Admin User" means any person that uses the OnPremise Software to create, manage, monitor and report on Assessments.
 - (c) "Ancillary Software" means software that is not part of the OnPremise Software but which is installed before or after the OnPremise Software to run alongside the OnPremise Software and which has its own open source license agreement which sets out certain rights and obligations for use of Ancillary Software.
 - (d) "Approved Platform" means a platform on which the OnPremise Software is to be installed comprising of hardware and/or virtual machines, network, operating system, database management system and other system setup which will be advised from time to time by Licensor.
 - (e) "Approved and Supported Install" means an installation or upgrade of the OnPremise Software performed by Licensor personnel or by a consultant trained and authorized by Licensor.
 - (f) "Assessment" means a systematic method of obtaining data, evidence or results, including but not limited to tests, examinations, questionnaires, and surveys.
 - (g) "Authorized Number" means the number of the installs of the OnPremise Software or number of Participants, Assessments, User Accounts, Admin Users, Authors, or other numerical limits set forth in the Server Configuration.
 - (h) "Business Days" may be specified on the Order. If it is not specified, then "Business Days" shall mean US non-holiday weekdays for Agreements with Questionmark Corporation, UK non-holiday weekdays for Agreements with Questionmark Computing Limited and German non-holiday weekdays for Agreements with Questionmark GmbH.
 - (i) "Commercial Use" means any use of the OnPremise Software where Customer might receive any consideration (directly or indirectly) for Assessments, or for Hosting Services, or for services relating to training, examinations, tests or surveys, for delivering Assessment feedback, or for determining or providing Assessment results.

- (j) "Consulting Services" means any consulting, installation and/or training services provided by Licensor to Customer as set forth in an Order.
- (k) "Country of Installation" means the country where the OnPremise Software is installed unless otherwise specified within the Server Configuration.
- (l) "Designated Contacts" are the individuals that have been identified, attended a formal training course and are permitted to contact Licensor for support.
- (m) "Evaluation Purposes" is limited to a Customer's evaluation of the functions and/or hosting requirements of the OnPremise Software but not for administering actual Assessments of Participants or any other reason.
- (n) "Fees" means the License Fee and any other agreed fees, as applicable according to the Order.
- (o) "Hosting Services" means to supply computer facilities, services and/or resources for a charge to a third party.
- (p) "License Fee" means the license fee for the OnPremise Software and Software Support for the Term of License, as set out on the Applicable Invoice; if Customer is evaluating the OnPremise Software prior to payment, the License Fee is waived for the evaluation Term of License.
- (q) "License Commencement Date" means the date on which the OnPremise Software was installed or licensed.
- (r) "Normal Business Hours" may be specified on the Order. If it is not specified, then if the Agreement is with Questionmark Corporation, "Normal Business Hours" shall mean 9:00 a.m. to 5:00 p.m. US Central Standard Time on Business Days, 9.30am to 5.30pm UK time on Business Days if the Agreement is with Questionmark Computing Limited and 9.00am to 5.00pm Central European Time on Business Days if the Agreement is with Questionmark GmbH.
- (s) "Order" means the written quotation or SOW provided by Licensor for a specific Server Configuration for the OnPremise Software and/or Software Support and/or Consulting Services.
- (t) "Participant" means any person that participates in an Assessment by answering questions or otherwise responding to the Assessment process.
- (u) "Repository" means the database(s) and other files used to store data about the specific configuration details of the OnPremise Software installation, integrations, Assessments, people, access control, results, and other related materials.
- (v) "Server Configuration" means the configuration for the OnPremise Software as may be specified on an Order or an Applicable Invoice. If Customer deploys this software for Evaluation Purposes, the Server Configuration allows 50 (fifty) Authorized Number of Participants for a Term of License of 14 days from the License Commencement Date. Unless otherwise expressly stated on an Applicable Invoice or Order, Authorized Number of Installs Permitted is set to 1 (one), Processors per Server is set to 4 (four) and Programmatic Integration Permitted is not permitted.
- (w) "Service Request" means a request from Customer to Licensor for assistance in resolving an issue or error with the OnPremise Software, as more particularly described in the SLA.
- (x) "SLA" means the Service Level Agreement in Clause 4.10(2).

- (y) "Software Support" means support for the OnPremise Software, as further described in Clause 4.
- (z) "SOW" means a statement of work which defines the services to be provided, deliverables, Fees, invoicing and payment terms.
- (aa) "Term of License" means the term of the license (evaluation or purchase, as the case may be) of the OnPremise Software stated in an Order or Applicable Invoice.
- (bb) "Third Party Software" means software components that are not written by Licensor, which are either third party libraries which Licensor has purchased or licensed for use with the OnPremise Software or open source software components which Licensor has reviewed and included within the OnPremise Software. Third Party Software excludes Ancillary Software.
- (cc) "User Account" means the user profile stored within the Repository for an Admin User and/or Participant.
- (dd) "Version" means the version of the OnPremise Software as may be specified on an Order or Applicable Invoice, or if not specified, the most recently available version.

2. Grant of License

- 2.1 Grant of License. Licensor hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use, for Evaluation Purposes only, for the evaluation Term of License, starting on the License Commencement Date, the Version and Server Configuration of the OnPremise Software specified above and subject to the limitations in this Agreement. In consideration of, and subject to, prompt payment of the Fees (together with VAT or sales taxes as applicable), Licensor grants Customer a non-exclusive, non-transferable, non-sublicensable license to use for the purchase Term of License, starting on the License Commencement Date, the Version and Server Configuration of the OnPremise Software specified within the Applicable Invoice or Order and subject to the limitations in this Agreement. In the event that Customer exceeds the limitations of the Server Configuration, Licensor may charge Customer for exceeding the Server Configuration at its then-current list prices. Customer acknowledges that use of the OnPremise Software is not permitted after the end of the Term of License and that software operation may automatically terminate at that time, although the databases will remain unaffected. Customer may make a reasonable number of back up copies of the OnPremise Software, which are necessary, for the purposes of its lawful use pursuant to this Agreement. Customer may also use the Ancillary Software subject to the terms and conditions of the Ancillary Software terms and conditions. All rights not expressly granted to Customer hereunder are reserved by Licensor, its suppliers, and licensors. Nothing in this Agreement is intended to restrict any rights granted under the Ancillary Software licenses.
- 2.2 Rights. This Agreement grants Customer the following rights for the OnPremise Software:
- (a) Customer may deploy and use, for the Term of License, the Authorized Number of installs and Server Configuration specified ("Production Copy/Copies") on a single

server, or when multiple or clustered copies have been purchased, several servers ("Authorized Server(s)") at a single location within the Country of Installation or, where the Country of Installation is a member of the European Union, any other member state. The Authorized Server(s) may operate the Production Copy/Copies of the OnPremise Software to deliver and administer online Assessments. The Authorized Server may belong to Customer or to an internet hosting service that is using the OnPremise Software solely to serve Customer and for no other purpose. The Authorized Server(s) may be physical or virtual, but if using virtual server technology, each virtual server counts as a server for licensing purposes. In order for Licensor to support the OnPremise Software, Customer must commission an Approved and Supported Install.

- (b) The number of processors on each Authorized Server may not exceed the licensed Processors per Server specified within the Server Configuration. A processor with up to four (4) multiple cores and/or multiple threads is considered to be a single processor.
- (c) In addition Customer is permitted to use one additional copy of the Questionmark Presentation Layer for Assessments "QPLA" (a component of the OnPremise Software) for each of its Authorized Number of Installs on a separate server.
- (d) In addition Customer may use one additional copy of the OnPremise Software (the "Trial-Out Copy") for other developmental use, but not for Assessments.

2.3 User Accounts. Customer is licensed to store within the OnPremise Software's Repositories, at any moment in time, data for no more than the Authorized Number of User Accounts specified in the Server Configuration. Customer agrees not to allow more than one individual to use a User Account and shall not share any User Account credentials with more than one individual, except that if an Admin User no longer uses the OnPremise Software, the allocated username may be reassigned to another individual.

2.4 Number of Participants and Assessments. Customer will not allow any persons to be registered in, access or use the OnPremise Software in excess of the Server Configuration, measured in any twelve (12) month period measured from the start of the Term of License or from its anniversary. If a Participant is removed from or no longer uses the OnPremise Software his or her allocated username may not be reassigned to another individual. Assessments taken by removed Participants continue to count against the Server Configuration. Subject to Section 2.3 above, Customer will not allow more than one individual to use a User Account and will not share User Account credentials with more than one individual.

On request by Licensor, Customer shall provide a usage report, signed by a senior executive at Customer, which shows compliance with the Server Configuration, including relating to the Authorized Number of installs, number of Participants and Assessments taken. Customer also agrees to permit Licensor to inspect remotely the system by screen-sharing or otherwise, solely for the purpose of checking compliance with the Server

Configuration, in a way where Licensor is not able to see personal or question data but can verify compliance with the Server Configuration.

- 2.5 APIs. The OnPremise Software provides certain Application Program Interfaces ("APIs") to facilitate its use with learning, student, portal, and course management systems. When using these APIs Customer must ensure that the maximum number of Participants using the OnPremise Software is limited to the Authorized Number of Participants Using API specified in the Server Configuration.
- 2.6 Commercial Use. Notwithstanding the above, unless specifically stated within the Agreement, Customer is not licensed to use the OnPremise Software for Commercial Use. However, small-scale Commercial Use, defined as Assessments generating revenues of less than US\$1,000 or its equivalent in other currencies per calendar year, is permitted without an additional agreement or payment.
- 2.7 Programmatic Integration Permitted. Customer may use the Licensor provided user interfaces to receive/import or provide/export data. Customer is not permitted to use OnPremise Software where Customer programmatically or by database interfaces receives/imports or provides/exports data about Participants, Admin Users, schedules or results or if Customer returns individual results to a calling program unless the Server Configuration specifies that "Programmatic Integration Permitted" is permitted.

Customer may not directly read from the database, write to the database, use a program or use web services to receive/provide such data unless Programmatic Integration Permitted is permitted. Customer may not access any API except as specifically authorized by Licensor.

- 2.8 Changes in Terms, Conditions, and Fees. Licensor may change this Agreement on ninety (90) days' notice to Customer, but no such change shall be effective prior to the end of the then current Term of License. Customer may, by not less than thirty (30) days written notice to Licensor, terminate this Agreement on the effective date of any such change. If such notice of termination is not received by Licensor within fifteen (15) days of the date of the notice sent by Licensor, the change shall be deemed accepted by Customer and Customer waives and relinquishes any and all claims against Licensor arising from or related to Licensor's change to this Agreement.
- 2.9 Fees. Billing shall be annual in advance unless otherwise specified on the Order. Fees for renewals of the Term of License (each a "Renewal Terms") shall automatically increase over the then current Fees by an amount that is not less than the higher of (i) for Orders with Questionmark Corporation, the percentage increase in the Consumer Price Index – All Urban Consumers (CPI-U) during the Term of License or Renewal Term (as applicable) immediately preceding the Renewal Term and for Orders with Questionmark Computing Limited, the percentage increase in the United Kingdom national rate of inflation (as reflected by the consumer price index (CPI), published by the United Kingdom Office of National Statistics) during the Term of License or Renewal Term (as applicable)

immediately preceding the Renewal Term and for Orders with Questionmark GmbH, the percentage increase in the Consumer Price Index (CPI), published by the Federal Statistical Office (Destatis) during the Term or License or Renewal Term (as applicable) immediately preceding the Renewal Term, or (ii) five percent (5%). This Clause 2.9 also applies with any necessary conforming changes to any other Fees on Orders, including where applicable any separate annual Fee for Software Support.

- 2.10 Taxes and Duties. There shall be added to the Fees amounts equal to any tariff, duties, value added tax ("VAT"), and/or sales or use tax or any tax in lieu thereof imposed by any government or governmental agency with respect to the services rendered by Licensor.

3. Description of other Rights and Limitations

- 3.1 Intellectual Property Rights. All title and intellectual property rights, including copyrights, in and to the OnPremise Software (including, but not limited to, any images, photographs, animations, video, audio, music, text, and "applets" incorporated therein), Ancillary Software, Third-Party Software and the accompanying printed materials, and any copies of such software and materials are owned by Licensor and/or its licensors. The OnPremise Software is protected by laws governing intellectual property rights and international treaty provisions. Except as expressly permitted herein, Customer may not copy the OnPremise Software, Ancillary Software, Third-Party Software or printed materials accompanying such software. The OnPremise Software displays and Ancillary Software may display certain copyright notices and licensee information of the OnPremise Software and Ancillary Software and Customer agrees not to alter, remove, conceal or otherwise interfere with such notices.
- 3.2 Delay or omission. No delay or omission by Customer or Licensor in exercising any right or remedy in whole or part shall be construed as a waiver of it, or operate so as to limit or preclude any further or other exercise of it.
- 3.3 Intended beneficiary. Licensor and its licensors are the intended beneficiaries of this Agreement and each of them shall have the right to enforce it on their own behalf and in their name. Otherwise, no third party shall have any right to enforce this Agreement. The consent of no party other than the Parties to this Agreement shall be required to any variation of this Agreement.
- 3.4 License files and keys. Licensor will supply Customer with a license file and/or license key or code to enable and facilitate Customer's use of the OnPremise Software. Customer agrees to keep this file strictly confidential and for Customer's sole and exclusive use. Customer is responsible and liable for all acts, omissions and breaches that occur under any password or login credential relating to Customer, whether or not carried out by Customer or on Customer's behalf or otherwise, and shall take all reasonable efforts to prevent such acts, omissions and breaches and mitigate any losses.

- 3.5 Limitation on Reverse Engineering, Decompilation, and Disassembly. Customer may not reverse engineer, decompile, translate, create a derivative work, or disassemble the OnPremise Software, except and only to the extent that a prohibition imposed by applicable law or legal authority precludes this limitation or its enforcement.
- 3.6 Rental. Customer may not rent, lease, lend or otherwise provide rights to the OnPremise Software for value, unless Commercial Use has been authorized by this Agreement, in which case Customer can do only the acts defined as Commercial Use.
- 3.7 Software Transfer. Subject to Licensor's approval in writing, Customer may permanently transfer all of its rights and obligations under this license provided Customer retains no copies of the OnPremise Software, Ancillary Software, Third-Party Software or any accompanying documentation and materials, Customer transfers all of such software and materials (including all component parts, the media and printed materials, any upgrades and this license), and the recipient agrees with Licensor in writing to the terms of this Agreement. If the OnPremise Software is an upgrade, any transfer must include all Customer's prior versions of the OnPremise Software and any prior versions of the predecessor program Questionmark Perception if licensed by Customer.
- 3.8 Software Updates. Licensor may use any information Customer provides to provide product support, software enhancements, and for other business purposes, including, but not limited to, development. Licensor may, at its sole discretion, provide Customer with updated software to add features and resolve problems, any such updates shall be considered part of the OnPremise Software and subject to the terms and conditions of this Agreement.
- 3.9 Suitability for purpose. The OnPremise Software, Ancillary Software and Third-Party Software is provided "as is" and Customer hereby agrees to bear the entire risk that the OnPremise Software will not be suitable for Customer's purpose and all other risks associated with the installation, use and performance of the OnPremise Software. NEITHER LICENSOR NOR ITS LICENSORS SHALL BE RESPONSIBLE OR LIABLE FOR ANY DATA LOSS OR EQUIPMENT DAMAGE OR MALFUNCTION, BUSINESS INTERRUPTIONS, INCORRECT COMMUNICATIONS, LOST TIME, USE, SALES OR PROFITS OR OTHER LOSSES OR DAMAGES THAT MAY BE SUSTAINED AS A RESULT OF OR IN CONNECTION WITH SUCH RISKS. It is Customer's responsibility to back up all important data and program files, to ensure that the OnPremise Software is compatible with Customer's equipment configuration, and to test Customer's desired application to ensure that the OnPremise Software properly supports it.
- 3.10 System software. Customer is responsible for licensing all operating system software, database engine and other system software required by the OnPremise Software.
- 3.11 Termination. Without prejudice to any other rights, Licensor may terminate Customer's licenses under this Agreement and use of Software Support if Customer fails to comply with the terms and conditions of this Agreement or fails to pay Licensor's invoice for any

of the Fees when due. In such event: (a) Customer shall cease to be permitted to use the OnPremise Software, Licensor shall not be obligated to provide any Software Support and Customer must destroy all Customer's copies of the OnPremise Software, Third-Party Software and all of its component parts; and (b) all outstanding Fees on any Orders shall without notice or demand by Licensor immediately become due and payable by Customer in full.

- 3.12 Third Party Software. Where the OnPremise Software includes Third Party Software, Licensor grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to use the Third Party Software only in connection with Customer's license of the OnPremise Software and for no other purpose(s). In the event that Customer wishes to use the Third Party Software for any purpose(s) other than in connection with the license of the OnPremise Software, Customer will be solely responsible for obtaining a license directly with the owner of the Third Party Software. Customer acknowledges and agrees that Third Party Software may contain disclosures, notices and/or disclaimers, including without limitation copyright notices, and Customer agrees to comply with and not remove, modify or otherwise alter any such disclosures, notices and/or disclaimers, nor to modify or alter Third Party Software without the permission of the owner of it or as may be permitted by law.
- 3.13 Upgrades. If the OnPremise Software is labelled as an upgrade, Customer must be properly licensed to use a product identified by Licensor as being eligible for the upgrade in order to use the OnPremise Software. Customer may use the resulting upgraded copy of the OnPremise Software only in accordance with the terms of this Agreement. Licensing limits related to the security database in previous versions now apply to the Repository limits.
- 3.14 United States Government Restricted Rights. The OnPremise Software and documentation are provided with RESTRICTED RIGHTS. To the extent that a license to the OnPremise Software is considered a license of software, the OnPremise Software and associated documentation are "commercial computer software" and "commercial computer software documentation," respectively, pursuant to 48 CFR 12.212 and 227.7202, and "restricted computer software" pursuant to 48 CFR 52.227-19(a), as applicable. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (b)(1) and (2) of the commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, or 48 CFR 12.212, 48 CFR 52.227-14 (Alternate III), 48 CFR 227.7202, and 48 CFR 1852.227-86, as applicable. The manufacturer is Questionmark Computing Limited/United Kingdom.
- 3.15 Wording on purchase orders. Any provision(s) contained within any purchase order or similar document that Customer might provide in ordering the OnPremise Software or Support shall have no force or effect, including without limitation modifying, amending or supplementing the terms of this Agreement.

- 3.16 Customer's responsibility to Participants. Customer acknowledges that the OnPremise Software may be used to correspond with Participants and to assess a Participant's knowledge, skills and attitudes and allocate a score. Scores should be considered one piece of evidence about a Participant's knowledge, skill and/or attitude. When the OnPremise Software is being used to make decisions about a Participant, Customer should review and evaluate the score to ensure that the appropriate decision has been made. Customer is solely responsible for its use of the OnPremise Software, including entering and maintaining any of its own Assessment material, checking all material, checking scores, checking reports, and using the OnPremise Software fairly and in a non-discriminatory manner. Should Customer use the OnPremise Software to deliver high stakes Assessments, or other kinds of Assessments which are used to make important decisions about people, Customer acknowledges that it has a responsibility to thoroughly review and evaluate all materials, scores, and reports produced by the OnPremise Software, to ensure that appropriate decisions are being made. Customer shall indemnify, defend and hold Licensor and/or its licensors harmless from any and all claims, liabilities, damages, costs and/or expenses and suits arising out of the use of the OnPremise Software or use of the scores to make decisions relating to Participants, including but not limited to any and all claims, liabilities, damages, costs and/or expenses, and suits arising from, related to, or caused by any employment decisions, whether favorable or adverse in nature or effect, made by Customer based upon its use of the software or scores produced from its use of the OnPremise Software, including but not limited to employment termination or discharge, or discipline; employee compensation; and/or employment promotions or advances.

Customer also accepts that it is its responsibility to comply with any applicable data protection and human rights laws in the processing of personal data, and that Customer shall indemnify, defend and hold Licensor and/or its licensors harmless from any and all claims arising out of the use of the OnPremise Software to hold or process personal data. The Parties shall in addition comply with their respective obligations in Schedule 1, if applicable.

- 3.17 Responsibility in event of Licensor performing Installation or Upgrade. In the event that an Order or applicable SOW requires Licensor to install or upgrade software remotely or on-site, responsibilities are divided as follows (unless otherwise detailed in the Order or SOW):

3.17.1 Customer responsibilities:

- a) Set up the Approved Platform with sufficient processing and storage capacity in advance of the install or upgrade;
- b) Apply any required security hardening to the Approved Platform and ensure that all versions of operating systems, database management software and other system software are up to date and that there is a process in place for Customer to receive and apply security updates;

- c) Set up and managing security for the environment including appropriate physical and network security, antimalware/anti-virus software, firewalls, intrusion detection and security systems, database management and other measures;
- d) Install and configure the system software pre-requisites advised by Licensor in advance of the install or upgrade;
- e) Backing up any existing Repository or other data in advance of the install/upgrade and backup of the Repository, data and software after the install/upgrade, and setting up a continuous process to backup the Repository and data on an ongoing basis, and run restore tests to check the backup procedures work;
- f) Providing safe and secure access to the environment with sufficient privileges for Licensor personnel to perform the install or upgrade and for providing Internet connectivity to aid the install;
- g) Make appropriate personnel (including network and database support personnel) available to assist Licensor in the performance of its responsibilities;
- h) Check and agree all terms of "click through" license agreements which Licensor is required to install, including those of Licensor supplied software;
- i) Select, implement and maintain security controls for its access, use, backup, recovery, monitoring and security of the data accessed and stored by the OnPremise Software;
- j) Remove access or change/reset passwords as applicable for Licensor personnel after the install is completed and manage authentication and authorization of its Admin Users;
- k) Identify and interpret applicable laws, regulations, and statutes (including but not limited to data privacy laws) that affect Customer's systems, programs, or data to which Licensor will have access during the Services, and ensure the systems, programs, and data meet the requirements of those laws, regulations and statutes.

3.17.2 Licensor responsibilities:

- a) Ensure its personnel are well trained in the installation of the OnPremise Software;
- b) Ensure its personnel installing the OnPremise Software follow all reasonable security procedures communicated in advance by Customer;
- c) Use all reasonable efforts to perform the install or upgrade of the OnPremise Software effectively and within the timelines agreed;
- d) Provide documentation to the Customer as to where and how the OnPremise Software has been installed or upgraded;
- e) Provide instructions to Customer on how the OnPremise Software access passwords can be changed after Licensor has completed the install.

3.17.3 Joint responsibilities:

- a) Where applicable, schedule and attend a kick-off call to agree the installation and configuration timeline and steps;
- b) Make any configuration settings in the OnPremise Software required post install;
- c) Run tests to check that the software is installed and functioning appropriately.

Any delay in performing Customer responsibilities may result in additional charges and/or delay in completion of the install/upgrade.

4. Support

- 4.1 Software Support. The terms of Software Support shall be as set out in this Agreement except as amended in any Order. The software and Server Configuration covered under Software Support will be as indicated on the Order.
- 4.2 Approved Platform. Customer will be responsible for maintaining and supporting an Approved Platform for the installed version of the OnPremise Software. Licensor is not responsible for maintaining or supporting the OnPremise Software unless it is hosted by an Approved Platform.
- 4.3 Approved and Supported Install. Licensor is responsible for installing the OnPremise Software at the start of the Initial Term and Customer shall pay the Fees for such installation. Licensor will only be required to support the OnPremise Software if the software has been installed on an Approved Platform.4.4 Term. Software Support will be provided during the Term of License, subject to payment of any Fee for Software Support that may be specified on an Order.
- 4.5 Customer's Responsibilities. Customer will communicate with Licensor in English unless otherwise agreed. Customer agrees to provide Licensor with log and data files, as requested, and with access to, and sufficient support, and test time, on Customer's computer system to duplicate any problem, certify that the problem is with Licensor's software, and to certify that the problem has been fixed.
- 4.6 Contact Details for Designated Contacts. Customer agrees to advise Licensor of the contact details for its Designated Contacts and such Designated Contacts shall subscribe themselves to Licensor's support systems for alerts. Licensor will have no responsibility to provide support to non-Designated Contacts. Designated Contacts may be changed from time to time but not more frequently than every 3 months, at no charge. The number of Designated Contacts shall not exceed three (3), unless otherwise specified on the Order.
- 4.7 Modifications. Customer must inform Licensor in writing of any modifications made by it to the OnPremise Software. Licensor shall have no obligation under this Agreement to maintain such modified portions of the software or to maintain portions of the software affected by the modified portions of the software. Corrections for difficulties or defects traceable to Customer errors or system changes will be billed at standard Licensor time and material rates.
- 4.8 Communications Responsibility and Costs. Customer will be responsible for all costs of any network or Internet connections at its site and the associated line-use charges. Customer may provide remote network access for Licensor to the environment. Such

access will be solely for the purpose of installing and upgrading software, diagnosing and fixing problems and supporting Customer's use of the software. Licensor shall have no responsibility for any failure or delay in providing the applicable Support Services where Customer fails or delays to provide such access as described in this Clause 4.8.

4.9 Software Support. Subject to payment of the Fees, during the Term of License Licensor will correct or replace software and/or provide services necessary to remedy or avoid any programming error, to the extent such programming error is caused by Licensor, and which significantly affects use of the software. Such correction, replacement, or services will be accomplished after Customer has identified and notified Licensor of any such error in accordance with Licensor's reporting procedures. During the Term of License Customer contacts that are subscribed to Licensor's communities will receive:

- (a) Notifications of the new releases when released by Licensor;
- (b) Technical or operational assistance in English for up to three (3) Designated Contacts via email and phone up to a maximum of twenty (20) person-hours per month without accumulation of hours from one month to the next during Normal Business Hours; and
- (c) Free access to the Licensor's online knowledge bases, manuals, Best Practice Guides and White Papers;
- (d) Free access to Licensor's information feeds for product and technical support information.

4.10 Additional Software Support. Additionally, these services will be made available during Normal Business Hours during the Term of License:

- 1) Retain System Profiles. Customer will provide details of their system configuration and product usage to Licensor and Licensor will retain this information, and Customer hereby grants Licensor permission to retain this information for the Dedicated Technical Support Representative, and other Licensor representatives, if appropriate, to have easy access to assist with problem diagnosis and resolution. Customer may provide Licensor with this information in any manner or form, including but not limited to, phone, email or web based forms.
- 2) Service Level Agreements (SLAs). Customer agrees to commit the required resources during its normal business hours to assist Licensor with reproducing and resolving any error(s) and/or issue(s), obtaining and deploying patches, and/or using a workaround to reduce the severity of the error. Licensor agrees to use commercially reasonable efforts to work with Customer to resolve the issue in accordance with the specifications of the SLA. Customer and Licensor acknowledge and agree that reasonable and timely efforts must be made by all Parties involved for a timely resolution. If Customer fails to communicate with Licensor, without notice, for a period of three (3) Business Days, then Licensor may, upon notice, close the Service Request due to Customer's inactivity. A Service Request may be reopened upon Customer's request within thirty (30) consecutive days of closure, however, once a Service Request is closed for more than

thirty (30) consecutive days, the issue will be considered permanently closed, and it cannot be reopened. If further work is necessary, a new Service Request will be opened, and all pertinent information, data and materials may need to be resubmitted before work can continue and all previous support benchmarks are reset. Licensor will set Severity levels at its sole reasonable discretion and will use commercially reasonable endeavours to respond to Service Requests according to the following priorities and response times:

- a) "Severity 1 issue" means an error isolated to the OnPremise Software that renders the product inoperative or causes the product to fail catastrophically, i.e. major system impact or system outage. This issue must be resolved before Customer can utilize the OnPremise Software. All Severity 1 issues have no workaround and Customer and Licensor shall work closely together to resolve the error as soon as possible.
 - i) Initial Response Time (by email or callback) is within four (4) hours during Normal Business Hours.
 - ii) Maximum Time Between Updates (by email or callback or implementation in system) is four (4) hours during Normal Business Hours.

- b) "Severity 2 issue" means an issue which causes a serious impairment to a critical feature of the OnPremise Software, but where overall functionality is not interrupted. Usually a workaround is available for this type of issue, but such is not always the case. Licensor will resolve all Severity 2 issues as soon as possible.
 - i) Initial Response Time (by email or callback) is within eight (8) hours during Normal Business Hours.
 - ii) Maximum Time Between Updates (by email or callback or implementation in system) is four (4) hours during Normal Business Hours during the first three (3) Business Days and then updated as needed thereafter.

- c) "Severity 3 issue" means an issue that causes the failure of a non-critical aspect of the OnPremise Software and a satisfactory work-around already exists but the presence of this issue will result in user dissatisfaction. This is the default priority.
 - i) Initial Response Time (by email or callback) is within two (2) Business Days during Normal Business Hours.
 - ii) Maximum Time Between Updates (by email or callback or implementation in system) is two (2) Business Days for the first week and as needed thereafter.

- d) "Severity 4 issue" means an issue of minor significance with the OnPremise Software. A slight variance exists between the product documentation and how the application actually performs.
 - i) Initial Response Time (by email or callback) is within two (2) Business Days during

- Normal Business Hours.
- ii) Update is every five (5) Business Days, during the first month, and as needed thereafter.
 - iii) Solution is provided as part of a future release at Licensor's discretion.
- 3) Visibility of Licensor Processes. Licensor will provide regular updates on outstanding issues and share the visibility of the escalation process to Customer within the guidelines set by the communicated priority.
- 4) Dedicated Technical Support Representatives available for technical consulting, including to be available during high-risk periods (such as critical server upgrades) within Normal Business Hours. Dedicated Technical Support Representatives may be scheduled for chargeable consulting activities subject to quotation, agreement and a Statement of Work being accepted.
- 4.11 Available Services: The following services are not covered by Software Support, but may be available from Licensor for a fee; these include but are not necessarily limited to:
- a. Assistance with a new installation of the OnPremise Software;
 - b. Assistance with an installation of updates to the OnPremise Software;
 - c. Software Support services outside of Normal Business Hours;
 - d. Assistance with configuration of templates;
 - e. Assistance with non-Licensor ("3rd Party") products are not covered by this Agreement. When troubleshooting issues with the interactions and integrations between Licensor products and 3rd Party products, Licensor will participate in conference calls with Customer and the 3rd Party, when coordinated by Customer;
 - f. Strategic, business process, and change management consulting;
 - g. Product training (whether web based or face-to-face);
 - h. Assessment content development;
 - i. Application and software development (programming);
 - j. Systems architecture;
 - k. Travelling and/or on-site visits;
 - l. Integration support including QMWise configuration and/or other API configuration.
- 4.12 Requirement to Install Upgrades. Customer agrees to promptly commission an Approved and Supported Install or, if agreed with Licensor, otherwise complete an upgrade for new releases, hot fixes and service packs of software covered by the Software Support and agrees that failure to promptly commission such Approved and Supported Install or where agreed to install these new releases, hot fixes and service packs shall release Licensor from its support obligations under this Agreement and any relevant Orders until such time as the new release is installed. Licensor shall have no liability or responsibility to Customer or any party where Customer deviates from Licensor's instructions for upgrade or for Customer error in installing upgrades when Licensor and Customer agree that Customer may install upgrades of the OnPremise Software.

When Licensor installs the software or upgrades for Customer, then for the limited purposes of installing the software, and without otherwise limiting Section 10.4, Licensor is acting as an agent for Customer.

- 4.13 Travel and Hotel Expenses. On-site visits are not normally required and not provided for under Software Support. However, on-site consulting visits can be arranged for a fee. When Customer requests an on-site visit Customer will reimburse Licensor for any out-of-pocket expenses incurred at Customer's request, including travel to and from its site, lodging, car rental, and meals.
- 4.14 Proprietary Rights. All proprietary rights in or to the OnPremise Software provided to Customer by Licensor and all changes, additions, and/or enhancements to such software, including all upgrades, shall remain the sole property of Licensor.

5. Consulting Services

- 5.1 Consulting Services. Following a request for Consulting Services, Licensor may produce a quotation or SOW which shall be reviewed by Customer and once agreed in writing by Customer and Licensor shall be the Order for such Consulting Services. Customer shall be solely responsible to confirm that the SOW satisfies the operational needs and requirements of its business and to identify any modifications to the SOW that it requires. The Consulting Services shall be performed and delivered at the places set out in the applicable SOW. Licensor shall use commercially reasonable efforts to meet any timelines set in the applicable SOW, but time shall not be of the essence.
- 5.2 Deliverables. In the event that an applicable SOW requires Licensor to develop software, upon the delivery of such newly developed software (each a "Deliverable"), Customer shall have ten (10) Business Days to review such Deliverable for any material non-conformance with the terms of the SOW. In the event that Customer does not report any such material non-conformance to Licensor within the ten (10) Business Day period, Customer is deemed to have accepted such Deliverable and Customer waives and releases Licensor from and against any claim, liability, damage, demand, cost and/or expense, or suit arising from or related to such Deliverable developed by Licensor on behalf of Customer other than in case of a Third Party IP Claim (as defined below). In the event the Deliverable is not in material conformance with the terms of the SOW, Customer must notify Licensor within the ten (10) Business Day period and Licensor will remedy such material non-conformance so as to bring it into material compliance with the SOW within a reasonable period. If Licensor is unable to bring the Deliverable into material compliance with the SOW within a reasonable period, Customer may terminate the SOW with respect to the Deliverable and receive a refund for the returned, non-materially conforming Deliverable. Unless specified otherwise on the SOW, Deliverables are not covered by any support plan.

- 5.3 Ownership. Licensor shall retain ownership of all title and rights to any Deliverables developed pursuant to Consulting Services, including certain rights, if any, that Licensor has pursuant to a license from any third party. Additional license terms relating to Deliverables will be set out in the Order.

6. Local Laws and Export Control

Export control. The OnPremise Software and Software Support may be subject to the export control regulations of the European Union, United Kingdom and Switzerland, and United States export controls administered by the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and any other United States governmental agencies. Customer acknowledges and agrees that it will comply with all such export controls and that the OnPremise Software shall not be used in, and none of the underlying information, software, or technology shall be transferred or otherwise exported or re-exported to, countries as to which the European Union, United Kingdom, Switzerland and/or the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the United States Department of Treasury's List of Specially Designated Nationals or the United States Department of Commerce's Table of Denial Orders or any equivalent prohibitions of Switzerland, the European Union or United Kingdom (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the OnPremise Software, Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to comply with all European Union, United Kingdom, Swiss and United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Customer agrees to provide any required assistance to Licensor in complying with the export controls including, but not limited to, supplying a statement as to ultimate destination and complying with any import regulations.

This program may use encryption technology that is subject to licensing requirements under the European Union Council Regulation (EC) No. 428/2009 (as amended) and the United States Export Administration Regulations, 15 C.F.R. Parts 730-774.

Licensor, its suppliers, and its licensors make no representation that the OnPremise Software is appropriate or available for use in other locations. If Customer uses the OnPremise Software from outside the European Union, United Kingdom, Switzerland and/or the United States, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the content contrary to European Union (including European Union Member States), United Kingdom, Swiss or United States law is prohibited. None of the content, nor any information acquired through the use of the OnPremise Software, is or will be used for nuclear activities, chemical or biological weapons or missile projects,

unless specifically authorized by the appropriate European body or the United States government for such purposes.

7. Limited Warranty

- 7.1 Limited warranty. Licensor warrants that it has the right to grant the rights as set forth in this Agreement. Licensor also warrants that, as far as it is aware and as delivered, the OnPremise Software and any Deliverables do not infringe any patent, copyright or trade secret right of any third party.

When a License Fee or consultancy fee (as applicable) has been paid, Licensor warrants that the OnPremise Software or Deliverables (as applicable) will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of delivery (such limitation on duration subject to applicable law). Where an Approved and Supported Install is conducted, Licensor warrants that support engineers will make commercially reasonable efforts to solve any problem issues; however, Customer acknowledges and agrees that there can be no guarantee that support engineers will be able to solve each and every problem or issue.

The foregoing warranty in this Clause 7.1 (the "Licensor Limited Warranty") also applies to components within Ancillary Software identified as "Questionmark Warranted Code" even if not part of the OnPremise Software. This warranty only applies to the OnPremise Software, Deliverables and Licensor Warranted Code as distributed by Licensor (including updates provided by Licensor from time to time that are installed by Licensor or, if applicable, in accordance with Licensor's instructions).

- 7.2 Customer remedies. Licensor and its licensors' entire liability, and Customer's exclusive remedy, for any breach or violation of Licensor's Limited Warranty set forth above shall be, at Licensor's option, either (a) return of the relevant consultancy fees paid with respect to the just prior three (3) month period and any pre-paid Fees, if any, on a five (5) year use amortization basis from the date of delivery, or (b) repair or replacement of software that does not meet Licensor's Limited Warranty above and that is returned to Licensor with a copy of Customer's receipt. The Limited Warranty is void if failure of the OnPremise Software or Deliverable has resulted from modifications (even where such modification is expressly permitted by an applicable open source license), accident, abuse or installation error by Customer or misapplication. Any replacement copy of the OnPremise Software or Deliverable will be warranted by Licensor for the remainder of the original warranty period or thirty (30) days, whichever is longer. Neither these remedies nor any product support services offered by Licensor are available without proof that the OnPremise Software was licensed from an authorized source.
- 7.3 Indemnification: Licensor will defend, indemnify and hold Customer harmless from any money judgment, including any reasonable costs and attorneys' fees, with respect to a third-party claim that the OnPremise Software or Deliverable, as provided by Licensor, infringes a US patent or copyright owned by a third party ("Third Party IP Claim"). This

indemnity is subject to Licensor receiving prompt notice and being granted full control of the defense or settlement.

In the event of any Third Party IP Claim or permanent injunction that restricts or limits Customer's use of the OnPremise Software or Deliverable, Licensor shall: (i) modify the OnPremise Software or Deliverable so that it becomes non-infringing but of substantially equivalent functionality; or (ii) replace the OnPremise Software or Deliverable with non-infringing software of substantially equivalent functionality; or (iii) if neither of the first two alternatives are commercially reasonable, in the sole judgment of Licensor, require Customer to return the OnPremise Software or Deliverable and refund all applicable Fees or relevant consultancy fees paid on a five year use amortization schedule for the period during which Customer's use of the OnPremise Software or Deliverable (as applicable) is restricted or limited as described in this Clause 7.3.

The indemnification set forth above, and the limited remedies set forth in this paragraph, will not apply to the extent that any Third Party IP Claim or permanent injunction arises out of, or results from, (i) any use of the OnPremise Software or Deliverable, whether in whole or in part, by Customer or any third party or third parties on Customer's behalf, in a manner that violates, or is not authorized by, this Agreement or any documentation supplied or provided by Licensor; and/or (ii) any elements, components, software and/or content supplied or provided by Customer, or by any third party or third parties on Customer's behalf, for incorporation in, or for use in connection with, the OnPremise Software or Deliverable; and/or any modification by Customer or any third party of the OnPremise Software or Deliverable. The indemnification set forth above and the limited remedies set forth in this paragraph are the sole and exclusive remedies available to Customer for any Third Party IP Claim or any permanent injunction and Customer hereby expressly waives and forever releases Licensor from any and all other claims, demands, damages, lawsuits, liabilities, losses, judgments, fines, penalties and/or costs and/or expenses of any kind or nature, arising out of, resulting from or connected with, whether directly or indirectly, any Third Party IP Claim or permanent injunction.

7.4 NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, WITH REGARD TO THE ONPREMISE SOFTWARE, ANCILLARY SOFTWARE, THIRD PARTY SOFTWARE, DELIVERABLES, CONSULTING SERVICES AND SOFTWARE SUPPORT SERVICES.

7.5 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO CLAUSE 7.6 BELOW, IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, FOR ANY

PECUNIARY LOSS, OR FOR (B) DAMAGES FOR LOSS OF BUSINESS PROFITS OR ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR COSTS OF COVER, IN EACH CASE WHETHER DIRECT OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, INCLUDING THE USE, PROVISION OF, OR FAILURE TO PROVIDE THE ONPREMISE SOFTWARE, ANCILLARY SOFTWARE, THIRD PARTY SOFTWARE, DELIVERABLES, CONSULTING SERVICES OR SOFTWARE SUPPORT SERVICES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO CLAUSE 7.6 BELOW, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE ONPREMISE SOFTWARE, SOFTWARE SUPPORT OR DELIVERABLES (AS THE CASE MAY BE) OR US \$500.00 OR ITS EQUIVALENT IN ANOTHER CURRENCY. IF CUSTOMER HAS ENTERED INTO A LICENSOR SERVICES AGREEMENT FOR ANY OTHER SERVICES, LICENSOR'S ENTIRE LIABILITY REGARDING THOSE OTHER SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY OF LICENSOR'S LICENSORS BE LIABLE TO CUSTOMER FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING THE USE, PROVISION OF, OR FAILURE TO PROVIDE THE ONPREMISE SOFTWARE, ANCILLARY SOFTWARE, THIRD PARTY SOFTWARE, DELIVERABLES, CONSULTING SERVICES OR SOFTWARE SUPPORT SERVICES, INCLUDING WITHOUT LIMITATION ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, COSTS OF COVER OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE THE ONPREMISE SOFTWARE OR COMPONENT EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 7.6 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR RESTRICT LICENSOR'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THAT OF ITS EMPLOYEES OR AGENTS FOR WHICH IT IS RESPONSIBLE, OR FOR FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR RESTRICTED BY APPLICABLE LAW.
- 7.7 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN THE EVENT THAT CUSTOMER ORDERS SERVICES FOR RENEWAL TERMS, CUSTOMER EXPRESSLY WAIVES AND FOREVER RELEASES LICENSOR FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LAWSUITS, LIABILITIES, LOSSES, JUDGMENTS, AND/OR COSTS RELATED TO OR IN ANY WAY CONNECTED WITH ITS USE OF THE ONPREMISE SOFTWARE, OR SUPPORT SERVICES DURING THE TERM OF LICENSE AND ANY PRIOR RENEWAL TERMS.

8. Purchase from a Licensor Reseller

- 8.1 Licensor Reseller Terms. Notwithstanding the definition of "Order" set forth in Clause 1, if Customer has obtained a license to use the OnPremise Software and/or Consulting Services from a Licensor reseller, the definition of "Order" shall refer to the Order between

Licensor and such reseller. Licensor shall be obligated to provide a license for the OnPremise Software and/or Software Support only in conformity with such Order, including with regard to the Term of License and the Server Configuration, regardless of whether the order or other documentation between Customer and such reseller provides different terms. Customer's sole recourse and remedy for any loss, damage, expense or other liability caused by such discrepancy shall be against such reseller.

- 8.2 Payment to Reseller. If Customer has obtained a license to use the OnPremise Software and/or Consulting Services from a Licensor reseller, the terms of this Agreement that contemplate payment directly from Customer to Licensor are superseded by Customer's payment arrangement with such reseller and payment to Licensor shall be made by such reseller. Notwithstanding the prior sentence, in the event that such reseller fails to make timely payment of fees to Licensor, Licensor shall be entitled to all remedies available herein with regard to the termination of this Agreement and/or termination or suspension of Software Support as if such payment had been due directly from Customer and, in the event that Customer has made payment to such reseller, Customer's sole recourse and remedy shall be against such reseller.
- 8.3 Reseller Terms. If Customer has obtained a license to use the OnPremise Software and/or Consulting Services from a Licensor reseller and the terms of any agreement or documentation between Customer and such reseller conflict with the terms of this Agreement, (i) Licensor shall be entitled to perform and enforce this Agreement in accordance with its terms, (ii) as between Licensor and Customer, the terms of this Agreement shall govern, and (iii) Customer's sole recourse and remedy for any loss, damage, expense or other liability caused by such conflict shall be against such reseller.

9. Confidential Information

Confidential Information. The Parties acknowledge and agree that during performance of the Agreement, each Party may disclose Confidential Information (as defined herein) to the other Party. As a result, the Parties agree to keep the Confidential Information of the other Party strictly confidential, to only disclose that Confidential Information to their respective employees, affiliates, sub-contractors and agents on a "need to know" basis and not use that Confidential Information for any purpose other than performance of and compliance with this Agreement. Confidential Information shall include, but not be limited to the OnPremise Software and the specifications and requirements of such, information of the disclosing Party specifically marked or referenced as confidential, and any and all other information which relates to source code or the internal methods of operation of the disclosing Party, including but not limited to application program interfaces. Confidential Information shall also include visual information observed by the receiving Party, while on the disclosing Party's premises or while accessing the network of the disclosing Party, regardless of whether the disclosing Party has specifically marked or referenced such Confidential Information as confidential. Receiving Party shall be liable for any breach or violation of this Agreement by its employees, affiliates, sub-contractors and agents.

10. General

- 10.1 Applicable law. If the OnPremise Software is installed in the United States, Canada, Mexico, Central America or South America, then this Agreement is a contract with Licensor as Questionmark Corporation, 260 Madison Avenue, 8th Floor, New York, NY 10016, United States of America and shall be governed by Connecticut law (Connecticut being a state in the United States), without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Bridgeport, Connecticut, USA.

If the OnPremise Software is installed outside these territories and other than as further specified below, this Agreement is a contract with Licensor as Questionmark Computing Limited, 3rd Floor 1 Ashley Road, Altrincham, Cheshire WA14 2DT, United Kingdom and shall be governed and construed in accordance with the laws of England and Wales and Customer irrevocably agrees to the exclusive jurisdiction of the courts of England.

If the Order is entered into between Customer and Questionmark GmbH, this is a contract with Licensor as Questionmark GmbH, Hopfenstr. 8, 80335, Munich, Germany and which shall be governed and construed in accordance with the laws of Germany and Customer irrevocably agrees to the exclusive jurisdiction of the Munich 1 courts.

- 10.2 Customer domicile. Should Customer be domiciled in a country outside the United States, England or Germany, as applicable based on the Licensor contracting entity, Licensor shall have no liability to Customer resulting from the applicability and/or enforcement of the laws of that country related in any way to this Agreement. Customer hereby expressly waives any right granted by the laws of that country that may confer to Customer any rights different than those specifically contemplated and provided under this Agreement. Customer shall defend and indemnify Licensor against any and all claims related to any claims or additional obligations imposed on Licensor due to the application and/or enforcement of law in other jurisdictions.
- 10.3 Whole agreement. This Agreement (including Orders agreed between the Parties which are subject to it) constitutes the entire agreement between the Parties relating to its subject matter and supersedes all previous representation and communications and agreements in that respect, except in the case of fraudulent misrepresentations.
- 10.4 Independent contractor. The relationship of the Parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the Parties. Customer shall have no authority to enter into agreements of any kind on behalf of Licensor and shall not have the power or authority to bind or obligate Licensor in any manner to any third party.
- 10.5 Anti-bribery. Each Party shall comply with all anti-corruption and anti-bribery laws respectively applicable to each of them. Each party shall maintain its own policies and

procedures to ensure compliance with the requirements of this clause and will enforce those policies and procedures where appropriate. The Parties shall promptly report to each other any request or demand for any undue financial or other advantage of any kind offered to or received by it in connection with this Agreement.

A copy of this Agreement is installed for reference in an OnPremise Software install directory.

Schedule 1 – Data Protection

This Schedule 1 (“Schedule”) applies with respect to any Processing (as defined below) by Licensor of Customer Personal Data (as defined below) that Licensor processes on behalf of Customer in providing the Services. In delivering the Services it is not ordinarily expected that Customer will provide Licensor with access to Customer Personal Data. If Customer is located outside of the European Union or United Kingdom, it will inform Licensor in writing if Customer Personal Data is subject to the GDPR or UK GDPR (each as defined below).

Licensor will make any modified version of this Schedule available to Customer on its website, which modified version becoming applicable on its date of posting providing such modifications do not involve additional obligations on Customer. Any conflict or inconsistency between this Schedule and the other parts of this Agreement shall be resolved in favour of this Schedule in respect of the subject matter hereof.

1. Definitions

The following definitions shall apply for this Schedule:

“Data Protection Law” means the General Data Protection Regulation (EU) 2016/679 (“GDPR”), United Kingdom Data Protection Act 2018 and the GDPR as modified and retained in the law of the United Kingdom (“UK GDPR”), the California Consumer Privacy Act, as amended, and the California Privacy Rights Act (“CCPA”) and/or the Australian Privacy Principles included in the Australian Privacy Act 1988 (Cth)(“APPs”), in each case as applicable as a matter of law to Customer as Data Controller, covered Business or equivalent and to Licensor as Data Processor, Service Provider or equivalent. Any provision of this Schedule referring specifically to the GDPR applies also to the UK GDPR and the equivalent provision therein, and in each case only applies to Customer Personal Data that is subject to the GDPR or UK GDPR (as applicable);

“Data Processor”, “Data Controller”, “Personal Data”, “Personal Data Breach” and “Processing” shall have the meanings given to such terms in the applicable Data Protection Law. “Data Subject” has the meaning given to that term in the GDPR, or where applicable means an individual under the APPs that is an Assessment Participant. “Personal Information”, “Business”, “Service Provider” and “Consumer” have the meanings given to those terms in the CCPA or APPs (as applicable);

“Customer Personal Data” means all Personal Data (for the GDPR/UK GDPR) or Personal Information (for the CCPA/APPs) that Licensor Processes as Data Processor on behalf of Customer in providing Services that is subject to Data Protection Law, which may include such data of Customer affiliates that are subject to Data Protection Law and are permitted to use the Services.

“New Standard Contractual Clauses” means the unchanged Standard Contractual Clauses published by the European Commission under Commission Implementing Decision (EU) 2021/914 (4 June 2021).

“Services” means the Software Support and Consulting Services provided by Licensor to Customer pursuant to this Agreement.

“Subprocessor” means other Data Processors engaged by Licensor to Process Customer Personal Data.

“Third Country” means a country or territory not recognized by the European Union as a safe country with an adequate level of data protection under Article 45 GDPR.

“UK International Data Transfer Addendum” means the UK international data transfer addendum to the New Standard Contractual Clauses, issued by the UK Information Commissioners Office (21 March 2022).

2. Processing Details. The subject-matter of the Processing is providing Services involving the Processing of Customer Personal Data as described in the Agreement and Order. The duration of the Processing is the period during which Licensor is providing Services to Customer. The nature and purpose of the processing is to provide Services to Customer and until Customer Personal Data has been deleted in accordance with the Agreement. The types of Customer Personal Data provided by Customer are within the sole control and responsibility of Customer and include those specified in Article 4 GDPR and any other Customer Personal Data provided to Licensor by Customer, including if applicable answers and scores of Assessments. The categories of Data Subjects are solely determined by and the responsibility of Customer and typically include employees, students, contractors, candidates and other Participants in Assessments.
3. Customer Responsibilities. The Customer agrees that:
 - 3.1 Customer’s use of the Services may result in Licensor receiving Customer Personal Data. In respect of Customer Personal Data, Customer is the Data Controller and Licensor is the Data Processor to the extent the GDPR/UK GDPR is applicable. Customer shall inform Licensor if it acts as a joint Data Controller with another party in respect of Customer Personal Data or if any Customer affiliates are Data Controllers and provide contact details for its/their Data Protection Officer, if appointed. Customer’s obligations continue to apply for Customer Personal Data in respect of which a Customer affiliate is the Data Controller.
 - 3.2 Customer is responsible for its compliance with Data Protection Law and all other laws applicable to Customer in using the Services, including its use of Customer Personal Data. Customer confirms that it will collect Customer Personal Data only by fair and lawful means and its transmittal of such Customer Personal Data to Licensor for Processing, use and disclosure under this Agreement shall be without breach of any law, agreement, arrangement or duty or the rights of any third party. Customer must secure all consents that may be necessary according to the applicable Data Protection Law to permit such

Processing, use and disclosure. Customer is responsible for providing Data Subjects and Consumers with all information required by Data Protection Laws on collection of Customer Personal Data. Licensor will comply with Data Protection Laws applicable to it in its provision of the Services.

4. Confidentiality. Licensor will ensure that persons authorized to access Customer Personal Data have committed themselves to confidentiality even after their engagement ends.
5. Licensor Responsibilities. When processing Customer Personal Data, Licensor will:
 - 5.1 Implement appropriate technical and organizational measures in such a manner designed to ensure that Processing will meet the requirements of Data Protection Law and ensure the protection of the rights of Data Subjects, in each case providing a level of security that is risk appropriate. Licensor represents that it is certified by a reputable third party against the ISO 27001 standard or a comparable successor standard and upon written request shall provide Customer with copies of its certificates and other reasonably requested documentation about its security.
 - 5.2 Take all measures required pursuant to Article 32 of the GDPR, taking into account the state of the art, costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
 - 5.3 Only Process Customer Personal Data upon Customer's instructions (including for operation and maintenance of the Services and as otherwise included in this Agreement), as required by the applicable Data Protection Law, including with respect to transfers of Customer Personal Data that is subject to the GDPR or UK GDPR to a Third Country outside of the European Economic Area (EEA), Switzerland or United Kingdom (as applicable), unless required to do so by EU law, or EEA member state law, Swiss law or UK law (as applicable) to which Licensor is subject; in such case Licensor will inform Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest. 'Customer's instructions' include the terms of this Agreement and an implicit direction that any Customer Personal Data sent to Licensor is intended to be processed for investigation, troubleshooting or review purposes. Licensor will not use Customer Personal Data to send direct marketing correspondence to Participants.
6. Subprocessors. Licensor may:
 - 6.1 Engage Subprocessors in accordance with this Agreement.
 - 6.2 Continue to use the Subprocessors engaged by it prior to the Order date, subject to compliance with its obligations under Data Protection Law. Licensor's current organizational Subprocessors that may process Customer Personal Data are included within the lists found at www.questionmark.com/go/od-subprocessors.

- 6.3 Not engage a new Subprocessor without providing prior written notice and opportunity to object to Customer. Licensor shall satisfy this obligation by updating its list of organizational Subprocessors referred to at Section 6.2 above at least 28 days prior to authorizing a new organizational Subprocessor. Customer provides general written authorization to Licensor's present and future engagement of individual, natural person contractors who are under obligations of confidentiality, and may obtain notice of such contractors at any time by requesting a list from Licensor. Any objections to a new Subprocessor must be received within 28 days of notification, otherwise Customer is deemed to accept the new Subprocessor. If Customer reasonably objects to a new Subprocessor and such objection cannot be satisfactorily resolved within a reasonable time, Customer may terminate this Agreement without penalty upon 30 days' written notice to Licensor. If Customer's objection remains unresolved 30 days after it was raised and no notice of termination has been received, Customer is deemed to accept the new Subprocessor. This Section 6.3 applies only if the GDPR or UK GDPR is applicable to Customer Personal Data.
- 6.4 Notwithstanding Section 6.3, Licensor may engage a new Subprocessor in emergencies and situations outside of Licensor's reasonable control, including natural disaster or financial distress of an existing Subprocessor, subject to Licensor updating the lists of Subprocessors referred to in Section 6.3 as soon as is reasonably practicable.
7. Licensor will respect the conditions referred to in Article 28 GDPR paragraphs 2 and 4 for engaging another processor. Licensor shall ensure all Subprocessors are bound by written agreements requiring them to adhere to the same data protection obligations in accordance with Article 28(3) GDPR, as required by Article 28(4) GDPR. Licensor remains responsible to Customer for Processing of Customer Personal Data by Subprocessors.
8. Data Transfers.
- 8.1 Customer agrees that Licensor may transfer Customer Personal Data to other countries (and Process and provide access to such data in those countries) for purposes of provision of the Services. in accordance with the requirements of the applicable Data Protection Law. Such other countries shall include the United Kingdom, the member states of the European Union, the United States, Australia and India.
- 8.2 Transfers of EEA and Swiss Customer Personal Data. Licensor may transfer Customer Personal Data from the EEA and Switzerland subject to compliance with Chapter V of the GDPR and Swiss data protection law, as applicable, including where having in place a valid transfer mechanism recognized by the European Commission or Swiss Federal Data Protection and Information Commissioner and as follows:
- 8.2.1 Where Licensor is not located in a Third Country and acts as a data exporter, Licensor (or a Licensor affiliate) will enter into the New Standard Contractual Clauses (Module 3: Processor to Processor) with each Subprocessor as the data importer;

8.2.2 Where Licensor is located in a Third Country, Licensor and Customer hereby enter into the New Standard Contractual Clauses, with Customer as the data exporter and Licensor as the data importer, which shall apply as follows:

- (i) Module 2 (Controller to Processor) where Customer is a Data Controller;
- (ii) Module 3 (Processor to Processor) where Customer is a Data Processor. Where Customer acts as a Data Processor, Licensor acknowledges that Customer acts under instructions of its Data Controller.

Licensor has made available the New Standard Contractual Clauses (Modules 2 and 3) including the UK International Data Transfer Addendum at www.questionmark.com/go/opnewscc ("New SCCs"), which Customer may sign and return to Licensor at privacy@questionmark.com for countersignature. If required to do so by Data Protection Law, Customer shall complete and submit to Licensor the New SCCs prior to providing any Customer Personal Data to Licensor. Customer is responsible for ensuring that these New SCCs are sufficient and appropriate for use as between Customer and Licensor, including with respect to the details included, and shall address any additional requirements based on specific circumstances with Licensor. For the avoidance of doubt, only the applicable module(s) shall apply.

8.2.3 The New SCCs, where applicable, prevail over the other parts of this Schedule.

8.2.4 Other Data Controllers or Data Processors whose use of the Services is authorized under the Agreement may also enter into the New SCCs with Licensor as described in Section 8.2.2 above. In such cases, Customer enters into the New SCCs on behalf of the other Data Controllers or Data Processors.

8.2.5 With respect to transfers made pursuant to the New SCCs, on request from a Data Subject to Customer, Customer may make a copy of the New SCCs (Module 2 or Module 3) entered into between Customer and Licensor available to the Data Subject.

8.2.6 Where this Schedule includes specifications for audits and Subprocessor rules, such specifications also apply for the New SCCs.

8.2.7 If Customer is located in a Third Country and is acting as a data importer under the New SCCs (Module 2 or Module 3) and Licensor is acting as a subprocessor, the applicable data exporter will have the following third party beneficiary right:

If Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the data exporter shall have the right to terminate the affected Services solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs Licensor to erase or return the Personal Data.

- 8.3 Transfers of UK Customer Personal Data. Licensor may transfer Customer Personal Data from the United Kingdom subject to compliance with UK Data Protection Law. With respect to transfers of Customer Personal Data from the United Kingdom to a Third Country, the UK International Data Transfer Addendum shall apply.
- 8.4 For the avoidance of doubt, Customer Personal Data from the EEA, Switzerland or United Kingdom may be transferred by and to Licensor according to any other valid transfer mechanism recognized by the European Commission and in compliance with the applicable Data Protection Law.
- 8.5 Where the APPs are applicable, Licensor will comply with APP 8 in respect of all cross border disclosure of Personal Information.
9. Data Subject Rights. Customer is responsible for all communication with Data Subjects and Consumers, including in respect of responding to requests as described in this Section 9. Accordingly, Licensor will, taking into account the nature of the Processing and to the extent required by applicable Data Protection Law, assist Customer by appropriate technical and organizational measures, insofar as is possible, for fulfilment of any obligation on Customer to respond to requests for exercising Data Subject or Consumer rights under applicable Data Protection Law in accordance with this Section 9. The parties agree that the nature of the processing by Licensor is such that provision of such assistance is inapplicable unless expressly agreed otherwise in a separate agreement. On request Licensor shall provide reasonable assistance to Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR taking into account the nature of processing and information available to Licensor. Such assistance shall be subject to Customer's payment of reasonable pre-agreed charges where the assistance required is not part of Licensor's standard services then provided to all customers.
10. Personal Data Breach. Licensor will as required by the applicable Data Protection Law notify Customer without undue delay in accordance with timescales specified by the applicable Data Protection Law after becoming aware of a Personal Data Breach and/or eligible data breach (under the Australian Privacy Act 1988) in respect of Customer Personal Data. The Parties agree that Customer shall provide any notifications that may be required under Data Protection Law to authorities and/or Data Subjects or Consumers resulting from a Personal Data Breach or eligible data breach, within the time specified by the Data Protection Law.
11. Processing Records. Licensor will maintain a record of all categories of Processing activities carried out on Customer Personal Data by Licensor on behalf of Customer (for clarity excluding processing by Customer within the software, which shall be Customer's responsibility) required by Article 30(2) GDPR and make such record available to the supervisory authority on request.
12. Return/Deletion. Licensor shall delete all Customer Personal Data after the end of the Services relating to processing, and delete existing copies unless the applicable Data Protection Law or EEA member state law requires or permits storage of the Customer Personal Data.

13. Audit. Licensor will make available to Customer on request all information necessary to demonstrate compliance with Licensor's obligations in Article 28 GDPR and shall allow for and contribute to audits including inspections, conducted by Customer or another auditor mandated by Customer in relation to Licensor's Processing of Customer Personal Data. The Parties agree that this obligation is fulfilled by Licensor's making available, upon request and subject to confidentiality obligations, Licensor's then current independent third-party certifications and answering reasonable questionnaires from Customer. Additional audit requirements shall be subject to separate written agreement of the Parties. The Parties agree that the provisions of this Section 13 satisfy Customer's rights to conduct audits of Licensor's Personal Data Processing facilities under the New Standard Contractual Clauses.
14. CCPA. If the CCPA is applicable to Customer, Licensor is acting as a Service Provider. Licensor will not retain, use, disclose, or otherwise Process Customer Personal Data that is subject to the CCPA in a manner that is inconsistent with the obligations of a Service Provider under the CCPA. Licensor shall only Process Customer Personal Data that is subject to the CCPA for the purposes described in this Schedule and the Agreement, as necessary to comply with applicable law, and as otherwise agreed in writing. Licensor shall not combine Customer Personal Data that is subject to the CCPA with personal data it receives from any other source, including from Consumers, except for business purposes permitted by the CCPA, but in no case may Licensor use Customer Personal Data that is subject to the CCPA for advertising or marketing purposes. Where Subprocessors Process Customer Personal Data that is subject to the CCPA, Licensor takes steps to ensure that such Subprocessors are Service Providers under the CCPA with whom Licensor has entered into a written contract that includes terms substantially similar to this Schedule or are otherwise exempt from the CCPA's definition of "sale" and "share". Licensor conducts appropriate due diligence on its Subprocessors. Licensor will not retain, use, disclose, or otherwise process Customer Personal Data that is subject to the CCPA for any purpose other than for the specific purpose of performing the services under the Agreement, for a commercial purpose other than providing the services, outside of the direct relationship between Customer and Licensor. Licensor will never "sell" or "share" Personal Information, as such terms are defined in the CCPA. Licensor grants Customer the right to take reasonable and appropriate steps to help ensure that Licensor uses Customer Personal Data that is subject to the CCPA in a manner consistent with the covered business' obligations under the CCPA, including the right to stop and remediate unauthorized use of Customer Personal Data that is subject to the CCPA. Licensor shall notify Customer if Licensor makes a determination that it can no longer meet its obligations under this Section 14 of the Schedule.
15. HIPAA. This Section 15 applies only if Customer is subject to the requirements of the United States Health Insurance Portability and Accountability Act 1996. Customer will not provide Licensor, its Affiliates, Subprocessors or licensors with access to Protected Health Information as defined at 45 C.F.R. § 160.103 ("PHI") unless and until the Parties execute a separate HIPAA business associate agreement providing the satisfactory assurances required by 45 CFR § 164.502(e)(2) ("HIPAA BAA"). Any HIPAA BAA shall be exclusively applicable to PHI to which

Licensor has access. For the avoidance of doubt, Licensor only becomes aware of Customer's use of PHI on execution of a HIPAA BAA.

16. FERPA. This Section 16 applies only if Customer is subject to the requirements of the United States Family Educational Rights and Privacy Act and its implementing regulations (20 U.S.C. § 1232G; 34 Part 99) ("FERPA"). If Customer is an educational agency or institution under FERPA, Licensor acknowledges that Customer Personal Data may include personally identifiable information from education records that are subject to FERPA ("FERPA Data"). To the extent Licensor receives FERPA Data pursuant to the Agreement, Licensor will be functioning as a "school official" with legitimate educational interests as defined in FERPA and will comply with FERPA. Customer understands Licensor will have no or limited contact information for Customer's students and students' parents and that Customer is responsible for obtaining any consents that may be required under applicable laws.
17. APPs. This Section 17 only applies if Customer is subject to the APPs. Customer is responsible for ensuring any Customer Personal Data is anonymised or pseudonymised if required by Data Protection Laws. Where a Data Protection Law imposes on Licensor any of the following obligations in relation to Customer Personal Data, Licensor may notify Customer and Customer must take such actions as are needed to render Licensor compliant with that obligation: (a) providing access to that information; (b) associating a statement with that information; or (c) ensuring that information is any one or more of the following: (i) accurate; (ii) up to date; (iii) complete; (iv) relevant; and (v) not misleading. Customer shall not disclose any Australian government related identifiers to Licensor without Licensor's prior written authorisation.
18. Scope. Licensor's website privacy policy (www.questionmark.com/privacy) ("Website Privacy Policy") describes how Licensor processes personal data and personal information for sales, account management, business communications and business marketing purposes. Licensor's Processing of Customer Personal Data is governed by the privacy commitments in this Schedule, not the Website Privacy Policy.