



PRYON TERMS OF SERVICE

Last Updated: [8/24/2023]

IMPORTANT: Please read this Terms of Service Agreement (“**Agreement**”) before clicking the “accept” button, and/or using the Pryon, Incorporated (“**Pryon**”) software-as-a-service product that accompanies or is provided in connection with this Agreement. By clicking the “Accept” button, and/or using the Pryon Service in any way, you and the entity that you represent (“**Customer**”) is unconditionally consenting to be bound by and is becoming a party to this Agreement with Pryon and you represent and warrant that you have the authority to bind such entity to these terms. If Customer does not unconditionally agree to all of the terms of this Agreement, use of the Pryon Service is strictly prohibited. Please note that Pryon may modify or amend this Agreement at any time. When Pryon modifies or amends this Agreement it will update the last updated date above, and Pryon may send an email to the last email address provided by Customer to Pryon. Pryon may require Customer to provide consent to the updated Agreement in a specified manner before any further use of the Pryon Service is permitted. If Customer does not agree to any change(s) after receiving a notice of such change(s), Customer must stop using the Pryon Service. Otherwise, Customer’s continued use of the Pryon Service constitutes its acceptance of such change(s). Please regularly check this Agreement.

1. DEFINITIONS. As used in this Agreement:

1.1 “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Named Users to access the Pryon Service.

1.2 “Availability” means total minutes in the year – (total yearly minutes of unplanned downtime + total year minutes of scheduled maintenance downtime) / (total minutes in the year –total yearly minutes of scheduled downtime).

1.3 “Customer Data” means any and all documents, policies, text, graphic data, databases, or content data or content provided by Customer to the Pryon Service. Customer Data does not include any Trained Models.

1.4 “Documentation” means user guides (in print-on-paper or electronic form) provided by Pryon to Customer that are intended to provide users instruction on the operation of the applicable Pryon product or service.

1.5 “Error” means a reproducible failure of the Pryon Service to substantially conform to the Documentation.

1.6 “Intellectual Property Rights” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

PRYON

1.7 “Named User” means any employee or contractor of Customer specifically identified in an Order Form as being authorized to use the Pryon Service pursuant to Customer’s rights under this Agreement.

1.8 “Order Form” means a document agreed by each Party which identifies the Pryon Services to be made available, the fees to be paid, and other relevant terms and conditions.

1.9 “Pryon Service” means the automated natural language enablement service made available through the Pryon System that enables customers to automatically search their policies and documents for certain information, classifications, and other traits.

1.10 “Pryon System” means the technology, including hardware and software, used by Pryon to deliver the Pryon Service to Customer.

1.11 “Trained Model” means any machine learning model, structure, or artifact that can be used to make data-driven predictions and decisions. Trained Models do not include or incorporate any Customer Data.

2. PRYON SERVICE

2.1 Subscription to the Pryon Service. Subject to the terms and conditions of this Agreement, Pryon hereby grants to Customer, during the Term of this Agreement (as defined below), a non-sublicensable, non-transferable (except as provided in Section 13.5), non-exclusive subscription to, solely for Customer’s internal use: (a) access and use the Pryon Service; (b) internally use and reproduce the Documentation; (c) grant Named Users the right to access and use the Pryon Service; and (d) use the Documentation to assist Pryon with the provision of support services.

2.2 Access. Subject to Customer’s payment of the Fees (as defined below) set forth in the applicable Order Form, Pryon will provide Customer with access to the Pryon Service during the Term of this Agreement. On or as soon as reasonably practicable after the Effective Date, Pryon shall provide to Customer the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Customer and its Named Users to access the Pryon Service in accordance with the Access Protocols. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Pryon Service, and notify Pryon promptly of any such unauthorized use known to Customer.

2.3 Named Users. Customer may permit any Named Users to access and use the features and functions of the Pryon Service as contemplated by this Agreement. Each Named User will be assigned a unique user identification name and password (“**User ID**”) for access to and use of the Pryon Service. User IDs cannot be shared or used by more than one Named User at a time, and may not be shared between Customer’s other employees, contractors or other third parties. Customer shall be solely responsible for all activities that occur under Customer’s account.

2.4 Restrictions. Customer will not, and will not permit any Named User or other party to: (a) use the Pryon Service to harvest, collect, gather or assemble information or data regarding other Pryon customers without their consent; (b) access or copy any data or information of other Pryon customers without their consent; (c) knowingly interfere with or disrupt the integrity or performance of the Pryon Service or the data contained therein; (d) harass or interfere with another Pryon customer’s use and enjoyment of the Pryon Service; (e) reverse engineer, disassemble or decompile any component of the Pryon System; (f) interfere in any manner with the operation of the Pryon Service, or the Pryon System or the hardware and network used to operate the Pryon Service; (g) sublicense any of Customer’s rights under this Agreement, or otherwise use the Pryon Service for



the benefit of a third party or to operate a service bureau; (h) modify, copy or make derivative works based on any part of the Pryon System; or (i) otherwise use the Pryon Service in any manner that exceeds the scope of use permitted under this Agreement. Customer acknowledges and agrees that the Pryon Service will not be used, and are not licensed for use, in connection with any of Customer's time-critical or mission-critical functions.

2.5 Support. Subject to the terms of this Agreement, Pryon shall use commercially reasonable efforts to (a) maintain the security of the Pryon Service; and (b) provide the support set forth in [Exhibit A \(Service Levels\)](#).

3. OWNERSHIP

3.1 Pryon Technology. Customer acknowledges that Pryon retains all right, title and interest in and to the Pryon System, Trained Models, Documentation and all software and all Pryon proprietary information and technology used by Pryon or provided to Customer in connection with the Pryon Service (the "**Pryon Technology**"), and that the Pryon Technology is protected by Intellectual Property Rights owned by or licensed to Pryon. Other than as expressly set forth in this Agreement, no license or other rights in the Pryon Technology are granted to Customer. Customer hereby grants to Pryon a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Pryon Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Named Users, relating to the Pryon Service. Pryon shall not identify Customer as the source of any such feedback.

3.2 Customer Data. The Customer Data hosted by Pryon as part of the Pryon Service, and all worldwide Intellectual Property Rights therein, is the exclusive property of Customer. Customer hereby grants to Pryon a non-exclusive, worldwide, royalty-free and fully paid license (a) to use the Customer Data as necessary for purposes of providing the Pryon Service to Customer, and (b) to use the Customer Data to improve the Pryon Service as well as to provide maintenance and support to the Customer; provided that Pryon shall not be restricted in any manner from its use of any learning resulting from its access to and use of the Customer Data. All rights in and to the Customer Data not expressly granted to Pryon in this Agreement are reserved by Customer. Customer will be solely responsible for obtaining any consents, licenses or other rights necessary to provide the Customer Data to Pryon and for Pryon to use the Customer Data for the purposes set forth herein. With respect to any Customer Data, Pryon will comply with the data processing addendum set forth in Exhibit D (the "Data Processing Addendum").

3.3 Third-Party Software. The Pryon Service may utilize, contain or otherwise use certain third-party software (collectively, the "**Third Party Software**"). Third-Party Software may be subject to additional licensing terms, which Pryon may deliver or make available from time to time to Customer, which are incorporated herein by reference, and which supersede any contradictory terms in this Agreement.

4. FEES AND EXPENSES; PAYMENTS

4.1 Fees. In consideration for the access rights granted to Customer and the services performed by Pryon under this Agreement, Customer will pay to Pryon the fees for the Pryon Service as specified by a particular Order Form ("**Fees**"). In the event that Customer wishes to increase the number of queries, Named Users, or content limits beyond the number for which fees have been paid, Customer shall be required to pay additional fees associated with such increase, prorated for the remainder of the Term. All Fees will be billed in advance in accordance with the applicable Order Form and are due within thirty (30) days of receipt of invoice. Pryon reserves the right (in addition to



any other rights or remedies Pryon may have) to discontinue the Pryon Service and suspend all Named Users' and Customer's access to the Pryon Service if any Fees are more than thirty (30) days overdue until such amounts are paid in full.

4.2 Taxes. All Fees are exclusive of, and Customer will pay, all sales, use, excise, and other taxes and applicable export and import fees, customs duties, and similar charges that may be levied upon Customer in connection with this Agreement, except for employment taxes for Pryon employees and taxes based on Pryon's net income.

4.3 Interest. Any amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum legal rate if less.

4.4 Records; Audit. Customer will permit Pryon or its representatives to review Customer's relevant records and inspect Customer's facilities to ensure compliance with this Agreement. Pryon will give Customer at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Customer's normal operations. If any such audit should disclose any underpayment of Fees, Customer shall promptly pay Pryon such underpaid amount, together with interest thereon at the rate specified in this Section. If the amount of such underpayment exceeds five percent (5%) of Fees actually paid during the audited period, Customer shall also pay Pryon for Pryon's expenses associated with such audit.

5. CUSTOMER DATA AND RESPONSIBILITIES

5.1 Customer Warranty. Customer represents and warrants that any Customer Data hosted by Pryon as part of the Pryon Service shall not (a) infringe, misappropriate or violate any Intellectual Property Rights, publicity/privacy rights, law or regulation; (b) be deceptive, defamatory, obscene, pornographic or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended to damage, surreptitiously intercept or expropriate any system, data or personal or personally identifiable information; or (d) otherwise violate the rights of a third party. Customer represents and warrants that and represents and warrants that it has obtained all consents, licenses and other rights necessary for Customer to provide the Customer Data to Pryon and for Pryon to use such Customer Data as contemplated hereunder. Pryon is not obligated to back up any Customer Data; the Customer is solely responsible for creating backup copies of any Customer Data at Customer's sole cost and expense. Customer agrees that any use of the Pryon Service contrary to or in violation of the representations and warranties of Customer in this Section constitutes unauthorized and improper use of the Pryon Service.

5.2 Customer Responsibility for Data and Security. Customer and its Named Users shall have access to the Customer Data and shall be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other Access Protocols required in order to access the Pryon Service. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer is solely responsible for any personal data uploaded by Customer to the Pryon Service, and acknowledges that neither Pryon nor the Pryon Service needs access to any such personal data to provide the Pryon Service.

6. WARRANTY AND DISCLAIMER

6.1 Limited Warranty. Pryon warrants to Customer that, when used as permitted by Pryon and in accordance with the Documentation, the Pryon Service will operate as described in the Documentation in all material respects during the Term. Provided that Customer notifies Pryon in



writing of any breach of the foregoing warranty during the Term hereof, Pryon shall, as Customer's sole and exclusive remedy, provide the support set forth in Exhibit A (Service Levels) to this Agreement.

6.2 General Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6.2 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRYON SERVICE, PRYON SYSTEM AND DOCUMENTATION ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS, AND PRYON AND ITS AFFILIATES, SUPPLIERS, CONTRACTORS, AND LICENSORS HEREBY DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, RELATING TO THE PRYON SERVICE, PRYON SYSTEM AND DOCUMENTATION WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. PRYON DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE PRYON SERVICE AND THE PRYON SYSTEM SHALL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

6.3 Special Disclaimer. Customer acknowledges and agrees that: (A) the Pryon Service is designed to recognize certain sentiments, text, entities, context classifications, and syntaxes designated by Customer based on documents/content uploaded by Customer, including Customer Data, and that such feature analysis is developed over time based on Customer's uploaded content as well as Customer's actions, instructions and other inputs provided to Pryon (collectively, "**Inputs**"); (B) any outputs and responses provided to Customer via the Pryon Service ("**Outputs**") are wholly dependent upon Customer's Inputs; and (C) the ability of the Pryon Service to recognize content and text, and provide Outputs is dependent upon the quality and volume of the Inputs provided by Customer, and that external factors, such as, legibility, image resolution, Internet speeds and third party interference may degrade the quality thereof. Pryon makes no warranty or guarantee regarding the Outputs, including the accuracy or reliability thereof.

7. DISASTER RECOVERY SERVICES. IN THE EVENT OF A DISASTER (AS DEFINED IN EXHIBIT B, ATTACHED HERETO), PRYON WILL IMPLEMENT THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN ("**BCDR PLAN**") SET FORTH IN EXHIBIT B AND WILL PROVIDE THE SERVICES TO CUSTOMER FROM THE ALTERNATE HOSTING SITE SET FORTH THEREIN OR, IF SUCH ALTERNATE HOSTING SITE IS UNAVAILABLE, ANOTHER PRYON SERVICE LOCATION.

8. LIMITATION OF LIABILITY. EXCEPT AS SET FORTH IN THIS SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT IN NO EVENT WILL PRYON AND ITS AFFILIATES, SUPPLIERS, CONTRACTORS, OR LICENSORS WILL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE FAILURE OF THE PRYON SERVICE OR THE PRYON SYSTEM OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, GOODS OR TECHNOLOGY. IN NO EVENT WILL PRYON OR ITS AFFILIATES, SUPPLIERS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, IN CONNECTION WITH THIS AGREEMENT, THE PRYON SERVICE, OR THE PRYON SYSTEM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRYON'S AND ITS AFFILIATES', SUPPLIERS', CONTRACTORS', AND LICENSORS' AGGREGATE CUMULATIVE LIABILITY UNDER OR RELATING TO THIS AGREEMENT (INCLUDING THE PRYON SERVICE AND THE PRYON SYSTEM) WILL NOT EXCEED THE

PRYON

AMOUNT PAID BY CUSTOMER TOPRYONFOR THE USE AND ACCESS TOTHE PRYON SERVICE AND THE PRYON SYSTEM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO PAYMENT, CONFIDENTIALITY (EXCLUDING DATA LOSS OR DATA BREACH) AND INDEMNITY OBLIGATIONS.IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN WILL REMAIN IN EFFECT.

9. CONFIDENTIALITY. “**Confidential Information**” means any nonpublic information of a party (the “**Disclosing Party**”), whether disclosed orally or in written or digital media, that is identified as “confidential” or with a similar legend at the time of such disclosure or that the receiving party (the “**Receiving Party**”) knows or should have known is the confidential or proprietary information of the Disclosing Party. For the avoidance of doubt, the Pryon Service, Pryon System and Documentation, and all enhancements and improvements thereto will be considered Confidential Information of Pryon. Information will not constitute the other party’s Confidential Information if it (i) is already known by the Receiving Party without obligation of confidentiality; (ii) is independently developed by the Receiving Party without access to or use of the Disclosing Party’s Confidential Information; (iii) is publicly known without breach of this Agreement; or (iv) is lawfully received from a third party without an obligation of confidentiality. The Receiving Party will not use or disclose any Confidential Information except as expressly authorized by this Agreement and will protect the Disclosing Party’s Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event with safeguards, less than a reasonably prudent business would exercise under similar circumstances. The Receiving Party will take prompt and appropriate action to prevent unauthorized use or disclosure of the Disclosing Party’s Confidential Information. If any Confidential Information must be disclosed to any third party by reason of legal, accounting or regulatory requirements, the Receiving Party will promptly notify the Disclosing Party of the order or request and permit the Disclosing Party (at its own expense) to seek an appropriate protective order.

10. INDEMNIFICATION

10.1 By Pryon. Pryon will defend at its expense any suit brought against Customer, and will pay any settlement Pryon makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Pryon Service or the Pryon System infringes, misappropriates or violates any third party Intellectual Property Rights. If any portion of the Pryon Service or the Pryon System becomes, or in Pryon’s opinion is likely to become, the subject of a claim of infringement, Pryon may, at Pryon’s option: (a) procure for Customer the right to continue using the Pryon Service or the Pryon System; (b) replace the Pryon Service or the Pryon System with non-infringing software or services which do not materially impair the functionality of the Pryon Service or the Pryon System; (c) modify the Pryon Service or the Pryon System so that it becomes non infringing; or (d) terminate this Agreement and refund any Fees actually paid by Customer to Pryon for the remainder of the Term then in effect, and upon such termination, Customer will immediately cease all use of the Pryon Service, Pryon System, and Documentation. Notwithstanding the foregoing, Pryon shall have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (x) any use of the Pryon Service or the Pryon System not in accordance with this Agreement or as specified in the Documentation; (y) any use of the Pryon Service or the Pryon System in combination with other products, equipment, software or



data not supplied by Pryon; or (z) any modification of the Pryon Service or the Pryon System by any person other than Pryon or its authorized agents (collectively, “**Exclusions**”). This Section 10.1 states Pryon’s entire liability and Customer’s sole and exclusive remedy for the claims and actions described herein.

10.2 By Customer. Customer will defend at its expense any suit brought against Pryon, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to (a) an Exclusion; (b) Customer’s (or its Named User’s) use of the Pryon Services, Pryon System or Documentation, except to the extent the claim is subject to indemnification under Section 10.1 (By Pryon) above or caused by Pryon’s gross negligence or willful misconduct; and (c) Customer’s breach or alleged breach of the Section 5.1 (Customer Warranty). This Section 10.2 sets forth Customer’s entire liability and Pryon’s sole and exclusive remedy for the claims and actions described herein.

10.3 Procedure. Any party that is seeking to be indemnified under the provisions of this Section 10.3 must (a) promptly notify the other party (the “**Indemnifying Party**”) in writing of any third-party claim, suit, or action for which it is seeking an indemnity hereunder, (b) give the Indemnifying Party sole control over the defense of such claim, suit or action and any related settlement negotiations, and (c) cooperate and, at Indemnifying Party’s reasonable request and expense, assist in such defense.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the Effective Date and remains in effect for a period of and continue until all Order Forms have expired or been terminated (the “**Term**”). Unless otherwise set forth in the Order Form, each Order Form will commence as of the date of the Order Form and continue for a period of one (1) year. This Agreement will renew for additional one (1) year terms unless either party gives written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current Term. Pryon reserves the right to increase the Fees applicable to any renewal Term upon written notice to Customer, provided, such notice is given at least sixty (60) days prior to such renewal Term.

11.2 Termination. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate; (b) any amounts owed to Pryon under this Agreement will become immediately due and payable; and (c) each party will return to the other all property (including any Confidential Information and Customer Data) of the other party. Sections 1, 2.4, 3, 4, 6, 8–10, 11.3, and 13 will survive expiration or termination of this Agreement for any reason.

12. MARKETING; PUBLICITY. Neither Party shall use the other Party’s name, logos and/or other trademarks in its marketing materials, on its web site, in press releases, press conferences or for any other purpose, whether printed, in electronic format or any other medium, without the other Party’s prior written consent, which consent shall specify the permissible form, content and context of such materials.

13. MISCELLANEOUS

13.1 Governing Law and Venue. This Agreement and any action related thereto will be governed



and interpreted by and under the laws of the State of New York, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each party hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for New York, New York for any lawsuit arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Pryon Service, Pryon System or Documentation.

13.2 Export. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Pryon, or any products utilizing such data, in violation of the United States export laws or regulations.

13.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.5 No Assignment. Neither party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without the consent of the other party. The terms of this Agreement shall be binding upon the parties and their respective successors and permitted assigns.

13.6 Force Majeure. Pryon will not be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of Pryon.

13.7 Independent Contractors. Customer's relationship to Pryon is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Pryon.

13.8 Notices. All notices or other communications required or permitted under this Agreement will be in writing to the other party at the address listed on the signature page and will be delivered by personal delivery, certified overnight delivery such as Federal Express, or registered mail (return receipt requested) and will be deemed given upon personal delivery or upon confirmation of receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

13.9 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters.



**EXHIBIT A
SERVICE LEVELS**

1. Technical Support

Pryon shall provide the following technical support services as part of the Pryon Service, in accordance with the severity levels set forth herein, and will work with Customer's *reporting individual* to understand the severity of the issue. Customer and its Named Users may contact Pryon's technical support via the following support website, email or telephone. *Email: support@pryoninc.com, *Website: www.pryon.com, *Phone: TBD

2. Response Times

When Customer reports a new incident to Pryon, Pryon and Customer, using reasonable judgment, shall label it according to one of the following severity levels and such incident shall be processed by Pryon according to its severity level and in the order that the incident was reported. The severity list and response time commitments are listed below:

(1) Critical	Production down 30 minutes 4 business hours
(2) High	The major function of Pryon 2 hours 3 business days Service is not working; workaround available
(3) Medium	Medium to low impact to Pryon 2 business day 10 business days Service, non-critical functionality
(4) Low	Minor, non-functional defects 5 business days 1 month
(5) Enhancements	Changes to system functionality 30 business days TBD with the scheduled release

3. Remedies

For each incident, Customer reports in severity levels 1, 2, and 3, if Pryon fails to resolve the problem within the Resolution time period stated in the above table, Pryon will give Customer a Performance Credit equal to ten percent (10%) of the Fees due in the next invoice sent from Pryon to Customer after such failure.

4. Technical Support Escalation

If the above response or resolution times are not met by Pryon, Customer may escalate the incident using the following escalation procedures and contacts:

Vice President, Engineering and Operation: Joe Pruitt

Vice President, Sales Engineering: Will Oppedisano

5. SERVICES SERVICE LEVEL REPORTING

Pryon will continuously monitor and report monthly on the Availability levels, incident response times, and error correction response times. Customer may request any other service level reporting at any time. Pryon will provide to Customer a report upon request, detailing Pryon's compliance or non-compliance with this Service Level Agreement.



EXHIBIT B
BUSINESS CONTINUITY AND DISASTER RECOVERY/SECURITY REQUIREMENTS

Pryon will maintain a BCDR Plan for the Pryon Service. Pryon will implement its business continuity and disaster recovery plans designed for the continuation of the Pryon Service, including replacement of personnel and equipped alternate workspace, recovery of Customer Data, and Pryon's operating environment and telecommunications infrastructure to provide the Pryon Service with no or minimal interruption or material degradation of quality, response time or throughput.

Pryon will update and test the operability of its BCDR Plan on a periodic basis, but not less frequently than once a year or at the conclusion of a major change. If requested by Customer from time to time, Pryon will make available, in electronic form, the most current versions of the BCDR Plans, and the applicable post mortem/after action report detailing the test, for review and assessment by Customer after each test of its BCDR Plan. Pryon agrees to reasonably participate in Customer's testing of its own disaster recovery and business continuity plans with respect to the Pryon Service as reasonably requested by Customer. Pryon will assist Customer in evaluating the results of such testing as related to the Pryon Service if: (i) Customer provides notice to Pryon that a disaster or business interruption has occurred or (ii) an event occurs that interrupts the Pryon Service; or (iii) Pryon reasonably determines that a disaster or business interruption has occurred or is expected to occur ("**Disaster**") that will exceed or is likely to exceed twenty-four (24) hours, and Pryon will promptly implement the BCDR Plan.

The BCDR Plan will be designed to, at a minimum, provide that Pryon reinstate the affected Pryon Service within twenty-four (24) hours of the occurrence of a Disaster and recover all systems and Customer Data to the most recent backups so as to not lose more than four (4) hours' worth of data. If the Pryon Service is not reinstated within twenty-four (24) hours, or more than four (4) hours' worth of data is lost, Customer may terminate this Agreement upon [X] days' notice to Pryon. In the event of a disaster or business interruption, Pryon will not increase any fees charged to Customer under this Agreement and Customer will not be liable for any additional BCDR plan recovery fees, declaration fees, early termination fees, or penalties.

Pryon will employ a commercially reasonable disaster recovery system for the Pryon Service. Pryon will notify Customer of the name of the vendor providing the system as well as the general location of the data center for the system (the "**Alternative Data Center**") (including any change in such vendor or location) no later than forty eight (48) hours following a move to such vendor or location if storing Customer Data with such vendor or at such location.

PRYON

EXHIBIT C

DATA PROCESSING ADDENDUM

THIS DATA PROCESSING ADDENDUM (“DPA”) is entered into as of the Addendum Effective Date by and between: (1) **Pryon Incorporated**, a Delaware corporation (“**Pryon**”); and (2) the entity or other person who agreed to Pryon’s Terms of Use (as defined below) into which this DPA is incorporated and forms a part (“**Customer**”), together the “**Parties**” and each a “**Party**”.

1. INTERPRETATION

1.1 In this DPA the following terms shall have the meanings set out in this Section 1, unless expressly stated otherwise:

- (a) “**Addendum Effective Date**” means the effective date of the Agreement.
- (b) “**Agreement**” means the Software as a Service Agreement entered into by and between the Parties.
- (c) “**Applicable Data Protection Laws**” means the privacy, data protection and data security laws and regulations of any jurisdiction applicable to the Processing of Customer Personal Data under the Agreement, including, without limitation, GDPR and the CCPA (as and where applicable).
- (d) “**CCPA**” means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any binding regulations promulgated thereunder.
- (e) “**Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- (f) “**Customer Personal Data**” means any Personal Data Processed by Pryon or its Sub-Processor on behalf of Customer to perform the Services under the Agreement (including, for the avoidance of doubt, any such Personal Data comprised within Customer Data).
- (g) “**Data Subject Request**” means the exercise by a Data Subject of its rights in accordance with Applicable Data Protection Laws in respect of Customer Personal Data and the Processing thereof.
- (h) “**Data Subject**” means the identified or identifiable natural person to whom Customer Personal Data relates.
- (i) “**EEA**” means the European Economic Area.
- (j) “**GDPR**” means, as and where applicable to Processing concerned: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) (“**EU GDPR**”); and/or (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (as amended, including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) (“**UK GDPR**”), including, in each case (i) and (ii) any applicable national implementing or supplementary legislation (e.g., the UK Data Protection Act 2018), and any successor, amendment or re-enactment, to or of the foregoing. References to “**Articles**” and “**Chapters**” of, and other relevant defined terms in, the GDPR shall be construed accordingly.

PRYON

- (k) **“Personal Data”** means “personal data,” “personal information,” “personally identifiable information” or similar term defined in Applicable Data Protection Laws.
- (l) **“Personal Data Breach”** means a breach of Pryon’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data in Pryon’s possession, custody or control. For clarity, Personal Data Breach does not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data (such as unsuccessful log-in attempts, pings, port scans, denial of service attacks, or other network attacks on firewalls or networked systems).
- (m) **“Personnel”** means a person’s employees, agents, consultants or contractors.
- (n) **“Process”** and inflection thereof means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (o) **“Processor”** means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.
- (p) **“Restricted Transfer”** means the disclosure, grant of access or other transfer of Customer Personal Data to any person located in: (i) in the context of the EEA, any country or territory outside the EEA which does not benefit from an adequacy decision from the European Commission (an **“EU Restricted Transfer”**); and (ii) in the context of the UK, any country or territory outside the UK, which does not benefit from an adequacy decision from the UK Government (a **“UK Restricted Transfer”**), which would be prohibited without a legal basis under Chapter V of the GDPR.
- (q) **“SCCs”** means the standard contractual clauses approved by the European Commission pursuant to implementing Decision (EU) 2021/914, as populated in accordance with Part 1 of Attachment 2 to Annex 1 (European Annex).
- (r) **“Service Data”** means any data relating to the use, support and/or operation of the Services, which is collected directly by Pryon from and/or about users of the Services and/or Customer’s use of the Service for use for its own purposes (certain of which may constitute Personal Data).
- (s) **“Services”** means those services and activities to be supplied to or carried out by or on behalf of Pryon for Customer pursuant to the Agreement.
- (t) **“Sub-Processor”** means any third party appointed by or on behalf of Pryon to Process Customer Personal Data.
- (u) **“Supervisory Authority”**: (i) in the context of the EEA and the EU GDPR, shall have the meaning given to that term in the EU GDPR; and (ii) in the context of the UK and the UK GDPR, means the UK Information Commissioner’s Office.
- (v) **“UK Transfer Addendum”** means the template Addendum B.1.0 issued by the United Kingdom’s Information Commissioner’s Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is

PRYON

revised under Section 18 of the Mandatory Clauses included in Part 2 thereof (the “UK Mandatory Clauses”).

- 1.2 In this DPA:
 - (a) the terms, “**business**,” “**commercial purpose**,” “**sell**” and “**service provider**” shall have the respective meanings given thereto in the CCPA; and “**personal information**” shall mean Customer Personal Data that constitutes “personal information” governed by the CCPA; and
 - (b) unless otherwise defined in this DPA, all capitalised terms in this DPA shall have the meaning given to them in the Agreement.
- 2. SCOPE OF THIS DATA PROCESSING ADDENDUM**
 - 2.1 The front-end of this DPA applies generally to Pryon’s Processing of Customer Personal Data under the Agreement.
 - 2.2 Annex 1 (European Annex) to this DPA applies only if and to the extent Pryon’s Processing of Customer Personal Data under the Agreement is subject to the GDPR.
 - 2.3 Annex 2 (California Annex) to this DPA applies only if and to the extent Pryon’s Processing of Customer Personal Data under the Agreement is subject to the CCPA with respect to which Customer is a “business” (as defined in the CCPA).
- 3. PROCESSING OF CUSTOMER PERSONAL DATA**
 - 3.1 Pryon shall not Process Customer Personal Data other than on Customer’s instructions or as required by applicable laws.
 - 3.2 Customer instructs Pryon to Process Customer Personal Data as necessary to provide the Services to Customer under and in accordance with the Agreement.
 - 3.3 Customer acknowledges and agrees that Pryon may create and derive from Processing related to the Agreement, deidentified, 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 Pryon’s products and services and for its other legitimate business purposes.
- 4. VENDOR PERSONNEL**

Pryon shall take commercially reasonable steps to ascertain the reliability of any Pryon Personnel who Process Customer Personal Data, and shall enter into written confidentiality agreements with all Pryon Personnel who Process Customer Personal Data that are not subject to professional or statutory obligations of confidentiality.
- 5. SECURITY**
 - 5.1 Pryon shall implement and maintain technical and organisational measures in relation to Customer Personal Data designed to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access as described in Annex 3 (Security Measures) (the “**Security Measures**”).
 - 5.2 Pryon may update the Security Measures from time to time, provided the updated measures do not materially decrease the overall protection of Customer Personal Data.
- 6. DATA SUBJECT RIGHTS**
 - 6.1 Pryon, taking into account the nature of the Processing of Customer Personal Data, shall provide Customer with such assistance as may be reasonably necessary and technically feasible to assist Customer in fulfilling its obligations to respond to Data Subject Requests. If

PRYON

Pryon receives a Data Subject Request, Customer will be responsible for responding to any such request.

6.2 Pryon shall:

- (a) promptly notify Customer if it receives a Data Subject Request; and
- (b) not respond to any Data Subject Request, other than to advise the Data Subject to submit the request to Customer, except on the written instructions of Customer or as required by Applicable Data Protection Laws.

6.3 Operational clarifications:

- (a) When complying with its transparency obligations under Clause 8.3 of the SCCs, Customer agrees that it shall not provide or otherwise make available, and shall take all appropriate steps to protect, Pryon's and its licensors' trade secrets, business secrets, confidential information and/or other commercially sensitive information.
- (b) Where applicable, for the purposes of Clause 10(a) of Module Three of the SCCs, Customer acknowledges and agrees that there are no circumstances in which it would be appropriate for Pryon to notify any third-party controller of any Data Subject Request and that any such notification shall be the sole responsibility of Customer.
- (c) For the purposes of Clause 15.1(a) of the SCCs, except to the extent prohibited by applicable law and/or the relevant public authority, as between the Parties, Customer agrees that it shall be solely responsible for making any notifications to relevant Data Subject(s) if and as required.
- (d) Except to the extent prohibited by applicable law, Customer shall be fully responsible for all time spent by Pryon (at Pryon's then-current professional services rates) in Pryon's cooperation and assistance provided to Customer under this Section 6, and shall on demand reimburse Pryon any such costs incurred by Pryon.

7. PERSONAL DATA BREACH

Breach notification and assistance

7.1 Pryon shall notify Customer without undue delay upon Pryon's discovering a Personal Data Breach affecting Customer Personal Data. Pryon shall provide Customer with information (insofar as such information is within Pryon's possession and knowledge and does not otherwise compromise the security of any Personal Data Processed by Pryon) to allow Customer to meet its obligations under the Applicable Data Protection Laws to report the Personal Data Breach. Pryon's notification of or response to a Personal Data Breach shall not be construed as Pryon's acknowledgement of any fault or liability with respect to the Personal Data Breach.

7.2 Pryon shall reasonably co-operate with Customer and take such commercially reasonable steps as may be directed by Customer to assist in the investigation of any such Personal Data Breach.

7.3 Customer is solely responsible for complying with notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Personal Data Breaches.

Notification to Pryon

7.4 If Customer determines that a Personal Data Breach must be notified to any Supervisory Authority, any Data Subject(s), the public or others under Applicable Data Protection Laws, to

PRYON

the extent such notice directly or indirectly refers to or identifies Pryon, where permitted by applicable laws, Customer agrees to:

- (a) notify Pryon in advance; and
- (b) in good faith, consult with Pryon and consider any clarifications or corrections Pryon may reasonably recommend or request to any such notification, which: (i) relate to Pryon's involvement in or relevance to such Personal Data Breach; and (ii) are consistent with applicable laws.

8. CUSTOMER'S RESPONSIBILITIES

8.1 Customer agrees that, without limiting Pryon's obligations under Section 5 (Security), Customer is solely responsible for its use of the Services, including (a) making appropriate use of the Services to maintain a level of security appropriate to the risk in respect of the Customer Personal Data; (b) securing the account authentication credentials, systems and devices Customer uses to access the Services; (c) securing Customer's systems and devices that Pryon uses to provide the Services; and (d) backing up Customer Personal Data.

8.2 Customer shall ensure:

- (a) that there is, and will be throughout the term of the Agreement, a valid legal basis for the Processing by Pryon of Customer Personal Data in accordance with this DPA and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing) for the purposes of all Applicable Data Protection Laws (including Article 6, Article 9(2) and/or Article 10 of the GDPR (where applicable)); and
- (b) that all Data Subjects have (i) been presented with all required notices and statements (including as required by Article 12-14 of the GDPR (where applicable)); and (ii) provided all required consents, in each case (i) and (ii) relating to the Processing by Pryon of Customer Personal Data.

8.3 Customer agrees that the Service, the Security Measures, and Pryon's commitments under this DPA are adequate to meet Customer's needs, including with respect to any security obligations of Customer under Applicable Data Protection Laws, and provide a level of security appropriate to the risk in respect of the Customer Personal Data.

8.4 Customer shall not provide or otherwise make available to Pryon any Customer Personal Data that contains any (a) Social Security numbers or other government-issued identification numbers; (b) protected health information subject to the Health Insurance Portability and Accountability Act (HIPAA) or other information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; (c) health insurance information; (d) biometric information; (e) passwords to any online accounts; (f) credentials to any financial accounts; (g) tax return data; (h) any payment card information subject to the Payment Card Industry Data Security Standard; (i) Personal Data of children under 13 years of age; or (j) any other information that falls within any special categories of personal data (as defined in GDPR) and/or data relating to criminal convictions and offences or related security measures (together, "**Restricted Data**").

9. LIABILITY

The total aggregate liability of either Party towards the other Party, howsoever arising, under or in connection with this DPA and the SCCs and/or UK Transfer Addendum (if and as they



apply) will under no circumstances exceed any limitations or caps on, and shall be subject to any exclusions of, liability and loss agreed by the Parties in the Agreement; **provided that**, nothing in this Section 9 will affect any person's liability to Data Subjects under the third-party beneficiary provisions of the SCCs and/or UK Transfer Addendum (if and as they apply).

10. SERVICE DATA

10.1 Customer acknowledges that Pryon may collect, use and disclose Service Data for its own business purposes, such as:

- (a) for accounting, tax, billing, audit, and compliance purposes;
- (b) to provide, improve, develop, optimise and maintain the Services;
- (c) to investigate fraud, spam, wrongful or unlawful use of the Services; and/or
- (d) as otherwise permitted or required by applicable law.

10.2 In respect of any such Processing described in Section 10.1, Pryon:

- (a) independently determines the purposes and means of such Processing;
- (b) shall comply with Applicable Data Protection Laws (if and as applicable in the context);
- (c) shall Process such Service Data as described in Pryon's relevant privacy notices/policies, as updated from time to time); and
- (d) where possible, shall apply technical and organisational safeguards to any relevant Personal Data that are no less protective than the Security Measures.

10.3 For the avoidance of doubt, this DPA shall not apply to Pryon collection, use, disclosure or other Processing of Service Data, and Service Data does not constitute Customer Personal Data.]

11. CHANGE IN LAWS

Pryon may on notice vary this DPA to the extent that (acting reasonably) it considers necessary to address the requirements of Applicable Data Protection Laws from time to time, including by varying or replacing the SCCs in the manner described in Paragraph 6.6 of Annex 1 (European Annex).

12. INCORPORATION AND PRECEDENCE

12.1 This DPA shall be incorporated into and form part of the Agreement with effect from the Addendum Effective Date.

12.2 In the event of any conflict or inconsistency between:

- (a) this DPA and the Agreement, this DPA shall prevail; or
- (b) any SCCs and/or UK Transfer Addendum entered into pursuant to Paragraph 6 of Annex 1 (European Annex) and this DPA and/or the Agreement, the SCCs and/or UK Transfer Addendum shall prevail in respect of the Restricted Transfer to which they apply.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



Annex 1

European Annex

1. PROCESSING OF CUSTOMER PERSONAL DATA

- 1.1 The Parties acknowledge and agree that the details of Pryon's Processing of Personal Data under this DPA and the Agreement (including the respective roles of the Parties relating to such Processing) are as set out in Attachment 1 to Annex 1 (European Annex) to the DPA.
- 1.2 Where Pryon receives an instruction from Customer that, in its reasonable opinion, infringes the GDPR, Pryon shall inform Customer.
- 1.3 Customer acknowledges and agrees that any instructions issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of Pryon pursuant to or in connection with the Agreement shall be in strict compliance with the GDPR and all other applicable laws.

2. SUB-PROCESSING

- 2.1 Customer generally authorises Pryon to appoint Sub-Processors in accordance with this Paragraph 2.
- 2.2 Pryon may continue to use those Sub-Processors already engaged by Pryon as at the date of this DPA (as those Sub-Processors are shown, together with their respective functions and locations, in Annex 4 (Authorised Sub-Processors) (the "**Sub-Processor List**").
- 2.3 Pryon shall give Customer prior written notice of the appointment of any proposed Sub-Processor, including reasonable details of the Processing to be undertaken by the Sub-Processor, [by providing Customer with an updated copy of the Sub-Processor List via a 'mailshot' or similar bulk distribution mechanism sent via email to Customer's contact point as set out in Attachment 1 to Annex 1 (European Annex)]. If, within [fourteen (14)] days of receipt of that notice, Customer notifies Pryon in writing of any objections (on reasonable grounds) to the proposed appointment:
 - (a) Pryon shall use reasonable efforts to make available a commercially reasonable change in the provision of the Services, which avoids the use of that proposed Sub-Processor; and
 - (b) where: (i) such a change cannot be made within fourteen (14) days from Pryon's receipt of Customer's notice; (ii) no commercially reasonable change is available; and/or (iii) Customer declines to bear the cost of the proposed change, then either Party may by written notice to the other Party with immediate effect terminate the Agreement, either in whole or to the extent that it relates to the Services which require the use of the proposed Sub-Processor, as its sole and exclusive remedy.
- 2.4 If Customer does not object to Pryon's appointment of a Sub-Processor during the objection period referred to in Paragraph 2.3, Customer shall be deemed to have approved the engagement and ongoing use of that Sub-Processor.
- 2.5 With respect to each Sub-Processor, Pryon shall maintain a written contract between Pryon and the Sub-Processor that includes terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this DPA (including the Security Measures). Pryon shall remain liable for any breach of this DPA caused by a Sub-Processor.
- 2.6 Operational clarifications:

PRYON

- (a) The terms and conditions of this Paragraph 2 apply in relation to Pryon's appointment and use of Sub-Processors under the SCCs.
- (b) Any approval by Customer of Pryon's appointment of a Sub-Processor that is given expressly or deemed given pursuant to this Paragraph 2 constitutes Customer's documented instructions to effect disclosures and onward transfers to any relevant Sub-Processors if and as required under Clause 8.8 of the SCCs.

3. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

- 3.1 Pryon, taking into account the nature of the Processing and the information available to Pryon, shall provide reasonable assistance to Customer, at Customer's cost, with any data protection impact assessments and prior consultations with Supervisory Authorities which Customer reasonably considers to be required of it by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by Pryon.
- 3.2 Operational clarification: Except to the extent prohibited by applicable law, Customer shall be fully responsible for all time spent by Pryon (at Pryon's then-current professional services rates) in Pryon's provision of any cooperation and assistance provided to Customer under Paragraph 3.1, and shall on demand reimburse Pryon any such costs incurred by Pryon.

4. RETURN AND DELETION

- 4.1 Subject to Paragraph 4.2 and 4.3, upon the date of cessation of any Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), Pryon shall promptly cease all Processing of Customer Personal Data for any purpose other than for storage or as otherwise permitted or required under this DPA.
- 4.2 Subject to Paragraph 4.4, to the extent technically possible in the circumstances (as determined in Pryon's sole discretion), on written request to Pryon (to be made no later than fourteen (14) days after the Cessation Date ("**Post-cessation Storage Period**")), Pryon shall within fourteen (14) days of such request:
 - (a) return a complete copy of all Customer Personal Data within Pryon's possession to Customer by secure file transfer, promptly following which Pryon shall delete or irreversibly anonymise all other copies of such Customer Personal Data; or
 - (b) either (at its option) delete or irreversibly anonymise all Customer Personal Data within Pryon's possession.
- 4.3 In the event that during the Post-cessation Storage Period, Customer does not instruct Pryon in writing to either delete or return Customer Personal Data pursuant to Paragraph 4.2, Pryon shall promptly after the expiry of the Post-cessation Storage Period either (at its option) delete; or irreversibly render anonymous, all Customer Personal Data then within Pryon possession to the fullest extent technically possible in the circumstances.
- 4.4 Pryon may retain Customer Personal Data where permitted or required by applicable law, for such period as may be required by such applicable law, provided that Pryon shall:
 - (a) maintain the confidentiality of all such Customer Personal Data; and
 - (b) Process the Customer Personal Data only as necessary for the purpose(s) specified in the applicable law permitting or requiring such retention.
- 4.5 Operational clarification: Certification of deletion of Customer Personal Data as described in Clauses 8.5 and 16(d) of the SCCs shall be provided only upon Customer's written request.

PRYON

5. AUDIT RIGHTS

- 5.1 Pryon shall make available to Customer on request, such information as Pryon (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this DPA.
- 5.2 Subject to Paragraphs 5.3 to 5.8, in the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by Pryon pursuant to Paragraph 5.1 is not sufficient in the circumstances to demonstrate Pryon's compliance with this DPA, Pryon shall allow for and contribute to audits, including on-premise inspections, by Customer or an auditor mandated by Customer in relation to the Processing of Customer Personal Data by Pryon.
- 5.3 Customer shall give Pryon reasonable notice of any audit or inspection to be conducted under Paragraph 5.2 (which shall in no event be less than fourteen (14) days' notice) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing any destruction, damage, injury or disruption to Pryon's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of Pryon's other customers or the availability of Pryon's services to such other customers).
- 5.4 Prior to conducting any audit, Customer must submit a detailed proposed audit plan providing for the confidential treatment of all information exchanged in connection with the audit and any reports regarding the results or findings thereof. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Pryon will review the proposed audit plan and provide Customer with any concerns or questions (for example, any request for information that could compromise Pryon security, privacy, employment or other relevant policies). Pryon will work cooperatively with Customer to agree on a final audit plan.
- 5.5 If the controls or measures to be assessed in the requested audit are addressed in a SOC 2 Type 2, ISO, NIST or similar audit report performed by a qualified third-party auditor within twelve (12) months of Customer's audit request ("**Audit Report**") and Pryon has confirmed in writing that there are no known material changes in the controls audited and covered by such Audit Report(s), Customer agrees to accept provision of such Audit Report(s) in lieu of requesting an audit of such controls or measures.
- 5.6 Pryon need not give access to its premises for the purposes of such an audit or inspection:
- (a) where an Audit Report is accepted in lieu of such controls or measures in accordance with Paragraph 5.5;
 - (b) to any individual unless they produce reasonable evidence of their identity;
 - (c) to any auditor whom Pryon has not approved in advance (acting reasonably);
 - (d) to any individual who has not entered into a non-disclosure agreement with Pryon on terms acceptable to Pryon;
 - (e) outside normal business hours at those premises; or
 - (f) on more than one occasion in any calendar year during the term of the Agreement, except for any audits or inspections which Customer is required to carry out under the GDPR or by a Supervisory Authority.

PRYON

5.7 Nothing in this DPA shall require Pryon to furnish more information about its Sub-Processors in connection with such audits than such Sub-Processors make generally available to their customers.

5.8 Operational clarifications:

(a) Except to the extent prohibited by applicable law, Customer shall be fully responsible for all time spent by Pryon (at Pryon's then-current professional services rates) in Pryon's provision of any cooperation and assistance provided to Customer under this Paragraph 5 (excluding any costs incurred in the procurement, preparation or delivery of Audit Reports to Customer pursuant to Paragraph 5.5), and shall on demand reimburse Pryon any such costs incurred by Pryon.

(b) The audits described in Clauses 8.9(c) and 8.9(d) of the SCCs shall be subject to any relevant terms and conditions detailed in this Paragraph 5.

6. RESTRICTED TRANSFERS

6.1 The Parties acknowledge that Customer's transmission of Customer Personal Data to Pryon hereunder may involve a Restricted Transfer. The relevant set(s) of SCCs that may be entered into under Paragraph 6.2 and/or 6.3 shall apply and have effect only if and to the extent permitted and required under the EU GDPR and/or UK GDPR (if and as applicable) to establish a valid basis under Chapter V of the EU GDPR and/or UK GDPR in respect of the transfer from Customer to Pryon of Customer Personal Data.

EU Restricted Transfers

6.2 To the extent that any Processing of Customer Personal Data under this DPA involves an EU Restricted Transfer from Customer to Pryon, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be:

(a) populated in accordance with Part 1 of Attachment 2 to Annex 1 (European Annex); and

(b) entered into by the Parties and incorporated by reference into this DPA.

UK Restricted Transfers

6.3 To the extent that any Processing of Customer Personal Data under this DPA involves a UK Restricted Transfer from Customer to Pryon, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be:

(a) varied to address the requirements of the UK GDPR in accordance with the UK Transfer Addendum and populated in accordance with Part 2 of Attachment 2 to Annex 1 (European Annex); and

(b) entered into by the Parties and incorporated by reference into this DPA.

Adoption of new transfer mechanism

6.4 Pryon may on notice vary this DPA and replace the relevant SCCs with:

(a) any new form of the relevant SCCs or any replacement therefor prepared and populated accordingly (e.g., a form of 'International Data Transfer Agreement' or appropriate Annex to the SCCs issued by the UK Information Commissioner's Office and approved by the UK Government for use in respect of UK Restricted Transfers; or standard data protection clauses adopted by the European Commission for use specifically in respect of transfers to data importers subject to Article 3(2) of the EU GDPR); or

PRYON

- (b) another transfer mechanism, other than the SCCs, that enables the lawful transfer of Customer Personal Data to Pryon under this DPA in compliance with Chapter V of the GDPR.

Provision of full-form SCCs

- 6.5 In respect of any given Restricted Transfer, if requested of Customer by a Supervisory Authority, Data Subject or further Controller (where applicable) – on specific written request (made to the contact details set out in Attachment 1 to this Annex 1 (European Annex); accompanied by suitable supporting evidence of the relevant request), Pryon shall provide Customer with an executed version of the relevant set(s) of the SCCs and/or UK Transfer Addendum responsive to the request made of Customer (amended and populated in accordance with Attachment 2 to Annex 1 (European Annex) in respect of the relevant Restricted Transfer) for countersignature by Customer, onward provision to the relevant requestor and/or storage to evidence Customer’s compliance with Applicable Data Protection Laws.



**Attachment 1 TO
EUROPEAN ANNEX**

Data Processing Details

Note:

This Attachment 1 to Annex 1 (European Annex) to the DPA includes certain details of the Processing of Personal Data as required:

- by Article 28(3) GDPR; and
- to populate the Appendices to the SCCs in the manner described in Attachment 2 to Annex 1 (European Annex) to the DPA.

VENDOR / 'DATA IMPORTER' DETAILS

Name:	Pryon Incorporated, a Delaware corporation
Address:	As set out in the pre-amble to the DPA
Contact Details for Data Protection:	Role: VP of Security, Platforms, and Solutions Email: Will Oppedisano
Pryon Activities:	Pryon is a provider of a platform-as-a-service solution that can be utilised by its customers and their users deliver trusted answers based on approved content.
Role:	Processor

CUSTOMER / 'DATA EXPORTER' DETAILS

Name:	The entity or other person who is a counterparty to the Agreement
Address:	Customer's address is: <ul style="list-style-type: none">• the address shown in the Order Form entered into by and between the Customer and Pryon associated with the Agreement ("Order Form"); or• if no such Order Form has been agreed, the Customer's principal business trading address – unless otherwise notified to [email@vendor.com]
Contact Details for Data Protection:	Customer's contact details are: <ul style="list-style-type: none">• the contact details shown in the Order Form; or

PRYON

	<ul style="list-style-type: none"> if no such Order Form has been agreed, Customer’s contact details submitted by Customer and associated with Customer’s account for the Services – unless otherwise notified to [email@vendor.com]
Customer Activities:	Customer’s activities relevant to this DPA are the use and receipt of the Services under and in accordance with, and for the purposes anticipated and permitted in, the Agreement as part of its ongoing business operations.
Role:	<ul style="list-style-type: none"> Controller – in respect of any Processing of Customer Personal Data in respect of which Customer is a Controller in its own right; and Processor – in respect of any Processing of Customer Personal Data in respect of which Customer is itself acting as a Processor on behalf of any other person (including its affiliates if and where applicable).

DETAILS OF PROCESSING

Categories of Data Subjects:	<p>Any individuals whose Personal Data is comprised within data submitted to the Services by or on behalf of Customer under the Agreement, which will be as determined by Customer in its sole discretion through its use of the Services [EXAMPLES: – but may include Customer’s and its affiliates’:</p> <ul style="list-style-type: none"> “Staff”, namely: <ul style="list-style-type: none"> employees and non-employee workers; students, interns, apprentices and volunteers; directors and officers; advisers, consultants, independent contractors, agents and autonomous, temporary or casual workers. Customers, clients, (sub-)licensees, users and end-users, website visitors and marketing prospects. Suppliers, service providers, vendors and other providers of goods or services. Distributors, resellers, sales agents, introducers, sales representatives, collaborators, joint-venturers and other commercial partners. Shareholders, partners, members and supporters. Advisers, consultants and other professionals and experts.
-------------------------------------	---

PRYON

	<p>Where any of the above is a business or organisation, it includes their Staff. Each category includes current, past and prospective Data Subjects.]</p>
Categories of Personal Data:	<p>Any Personal Data comprised within data submitted to the Services by or on behalf of Customer under the Agreement, which will be as determined by Customer in its sole discretion through its use of the Services [EXAMPLES: – but may include:</p> <ul style="list-style-type: none"> • Personal details, including any information that identifies the Data Subject and their personal characteristics, including: name, address, contact details (including email address, telephone details and other contact information), age, date of birth, sex, and physical description. • Personal details issued as an identifier by a public authority, including passport details, national insurance numbers, identity card numbers, driving licence details. • Technological details, such as internet protocol (IP) addresses, unique identifiers and numbers (including unique identifier in tracking cookies or similar technology), pseudonymous identifiers, precise and imprecise location data, internet / application / program activity data, and device IDs and addresses.]
Sensitive Categories of Data, and associated additional restrictions/safeguards:	<p><u>Categories of sensitive data:</u> None – as noted in Section 8.4 of the DPA, Customer agrees that Restricted Data, which includes ‘sensitive data’ (as defined in Clause 8.7 of the SCCs), must not be submitted to the Services. <u>Additional safeguards for sensitive data:</u> If applicable, Customer acknowledges that Pryon is unable to distinguish between the various categories of data which Customer may cause Pryon to Process in its provision of the Services. For this reason, Pryon provides uniform standards of information and data security across the board to all relevant systems and data types in the manner determined by and set out in Section 5 of the DPA and Annex 3 (Security Measures) to the DPA.</p>
Frequency of transfer:	Ongoing – as initiated by Customer in and through its use, or use on its behalf, of the Services.
Nature of the Processing:	Processing operations required in order to provide the Services in accordance with the Agreement.

PRYON

Purpose of the Processing:	Customer Personal Data will be processed: (i) as necessary to provide the Services as initiated by Customer in its use thereof, and (ii) to comply with any other reasonable instructions provided by Customer in accordance with the terms of this DPA.
Duration of Processing / Retention Period:	For the period determined in accordance with the Agreement and DPA, including Paragraph 4 of Annex 1 (European Annex) to the DPA.
Transfers to (sub-)processors:	Transfers to Sub-Processors are as, and for the purposes, described from time to time in the Sub-Processor List (as may be updated from time to time in accordance with Paragraph 2 of Annex 1 (European Annex) to the DPA).

POPULATION OF SCCs

Notes:

- In the context of any EU Restricted Transfer, the SCCs populated in accordance with Part 1 of this Attachment 2 are incorporated by reference into and form an effective part of the DPA (if and where applicable in accordance with Paragraphs 6.1 and 6.2 of Annex 1 (European Annex) to the DPA).
- In the context of any UK Restricted Transfer, the SCCs as varied by the UK Transfer Addendum and populated in accordance with Part 2 of this Attachment 2 are incorporated by reference into and form an effective part of the DPA (if and where applicable in accordance with Paragraphs 6.1 and 6.3 of Annex 1 (European Annex) to the DPA).
- Capitalized terms used in this Attachment 2 have the meanings given to them in the DPA.

PART 1: POPULATION OF SCCs

1. SIGNATURE OF THE SCCs:

- 1.1 Where applicable in accordance with Paragraphs 6.1 and 6.2 of Annex 1 (European Annex) to the DPA:
- (a) each of the Parties is hereby deemed to have signed the SCCs at the relevant signature block in Annex I to the Appendix to the SCCs; and
 - (b) those SCCs are entered into by and between the Parties with effect from (i) the Addendum Effective Date; or (ii) the date of the first Restricted Transfer to which they apply in accordance with Paragraphs 6.1 and 6.2 of Annex 1 (European Annex) to the DPA, whichever is the later.

2. MODULES

The following modules of the SCCs apply in the manner set out below (having regard to the role(s) of Customer set out in Attachment 1 to Annex 1 (European Annex) to the DPA):

- (a) Module Two of the SCCs applies to any Restricted Transfer involving Processing of Customer Personal Data in respect of which Customer is a Controller in its own right; and/or
- (b) Module Three of the SCCs applies to any Restricted Transfer involving Processing of Customer Personal Data in respect of which Customer is itself acting as a Processor on behalf of any other person.

3. POPULATION OF THE BODY OF THE SCCs

- 3.1 For each Module of the SCCs, the following applies as and where applicable to that Module and the Clauses thereof:
- (a) The optional 'Docking Clause' in Clause 7 is not used and the body of that Clause 7 is left intentionally blank.
 - (b) In Clause 9:
 - (i) **OPTION 2: GENERAL WRITTEN AUTHORISATION** applies, and the minimum time period for advance notice of the addition or replacement of

PRYON

- Sub-Processors shall be the advance notice period set out in Paragraph 2.3 of Annex 1 (European Annex) to the DPA; and
- (ii) OPTION 1: SPECIFIC PRIOR AUTHORISATION is not used and that optional language is deleted; as is, therefore, Annex III to the Appendix to the SCCs.
- (c) In Clause 11, the optional language is not used and is deleted.
 - (d) In Clause 13, all square brackets are removed and all text therein is retained.
 - (e) In Clause 17:
 - (i) OPTION 1 applies, and the Parties agree that the SCCs shall be governed by the law of Ireland; and
 - (ii) OPTION 2 is not used and that optional language is deleted.
 - (f) For the purposes of Clause 18, the Parties agree that any dispute arising from the SCCs shall be resolved by the courts of Ireland, and Clause 18(b) is populated accordingly.
- 3.2 In this Paragraph 3, references to “**Clauses**” are references to the Clauses of the SCCs.
- 4. POPULATION OF ANNEXES TO THE APPENDIX TO THE SCCs**
- 4.1 Annex I to the Appendix to the SCCs is populated with the corresponding information detailed in Attachment 1 to Annex 1 (European Annex) to the DPA, with:
- (a) Customer being ‘data exporter’; and
 - (b) Pryon being ‘data importer’.
- 4.2 Part C of Annex I to the Appendix to the SCCs is populated as below:
The competent supervisory authority shall be determined as follows:
- Where Customer is established in an EU Member State: the competent supervisory authority shall be the supervisory authority of that EU Member State in which Customer is established.
 - Where Customer is not established in an EU Member State, Article 3(2) of the GDPR applies and Customer has appointed an EU representative under Article 27 of the GDPR: the competent supervisory authority shall be the supervisory authority of the EU Member State in which Customer’s EU representative relevant to the processing hereunder is based (from time-to-time).
 - Where Customer is not established in an EU Member State, Article 3(2) of the GDPR applies, but Customer has not appointed an EU representative under Article 27 of the GDPR: the competent supervisory authority shall be the supervisory authority of the EU Member State notified in writing to Pryon’s contact point for data protection identified in Attachment 1 to Annex 1 (European Annex) to the DPA, which must be an EU Member State in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located.]
- 4.3 Annex II to the Appendix to the SCCs is populated as below:
General:
- o Please refer to Section 5 of the DPA and Annex 3 (Security Measures) to the DPA.
 - o In the event that Customer receives a Data Subject Request under the EU GDPR and requires assistance from Pryon, Customer should email Pryon’s contact point

PRYON

for data protection identified in Attachment 1 to Annex 1 (European Annex) to the DPA.

Sub-Processors: When Pryon engages a Sub-Processor under these Clauses, Pryon shall enter into a binding contractual arrangement with such Sub-Processor that imposes upon them data protection obligations which, in substance, meet or exceed the relevant standards required under these Clauses and the DPA – including in respect of:

- o applicable information security measures;
- o notification of Personal Data Breaches to Pryon;
- o return or deletion of Customer Personal Data as and where required; and engagement of further Sub-Processors.

PART 2: UK RESTRICTED TRANSFERS

1. UK Transfer Addendum

- (a) Where relevant in accordance with Section 6.3 (UK Restricted Transfers) of Annex 1 (European Annex) to the DPA, the SCCs also apply in the context of UK Restricted Transfers as varied by the UK Transfer Addendum in the manner described below –
 - (i) Part 1 to the UK Transfer Addendum. The Parties agree:
 - (A) Tables 1, 2 and 3 to the UK Transfer Addendum are deemed populated with the corresponding details set out in Attachment 1 to Annex 1 (European Annex) to the DPA and the foregoing provisions of this Attachment 2 (subject to the variations effected by the UK Mandatory Clauses described in (ii) below); and
 - (B) Table 4 to the UK Transfer Addendum is completed by the box labeled 'Data Importer' being deemed to have been ticked.
 - (ii) Part 2 to the UK Transfer Addendum. The Parties agree to be bound by the UK Mandatory Clauses of the UK Transfer Addendum.
2. As permitted by Section 17 of the UK Mandatory Clauses, the Parties agree to the presentation of the information required by 'Part 1: Tables' of the UK Transfer Addendum in the manner set out in Paragraph 1.a of this Part 2; provided that the Parties further agree that nothing in the manner of that presentation shall operate or be construed so as to reduce the Appropriate Safeguards (as defined in Section 3 of the UK Mandatory Clauses).
3. In relation to any UK Restricted Transfer to which they apply, where the context permits and requires, any reference in the DPA to the SCCs, shall be read as a reference to those SCCs as varied in the manner set out in Paragraph 1.a of this Part 2.



Annex 2

California Annex

1. Capitalized terms used in this California Annex but not defined in the Agreement shall have the meanings given in the CCPA. As used in this California Annex, “Personal Information” means Customer Personal Data that constitutes “personal information” under the CCPA.
2. Business Purposes and services: the Business Purposes and services for which Pryon is Processing Personal Information are for Pryon to provide the services to and on behalf of Customer as set forth in the Agreement, as described in more detail in Attachment 1 to Annex 1.
3. It is the Parties’ intent that Pryon is a Service Provider with respect to its processing of Customer Personal Data. Pryon (a) acknowledges that Personal Information is disclosed by Customer only for limited and specified purposes described in the Agreement; (b) shall comply with applicable obligations under the CCPA and shall provide the same level of privacy protection to Personal Information as is required by the CCPA; (c) agrees that Customer has the right to take reasonable and appropriate steps to help to ensure that Pryon’s use of Personal Information is consistent with Customer’s obligations under the CCPA; (d) shall notify Customer in writing of any determination made by Pryon that it can no longer meet its obligations under the CCPA; and (e) agrees that Customer has the right, upon notice, including pursuant to the preceding clause, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information.
4. Pryon shall not (a) Sell or Share Personal Information; (b) retain, use or disclose any Personal Information for any purpose other than for the Business Purposes specified in the Agreement, including retaining, using, or disclosing Personal Information for a Commercial Purpose other than the Business Purpose specified in the Agreement, or as otherwise permitted by CCPA; (c) retain, use or disclose Personal Information outside of the direct business relationship between Pryon and Customer; or (d) combine Personal Information received pursuant to the Agreement with Personal Information (i) received from or on behalf of another person, or (ii) collected from Pryon’s own interaction with any Consumer to whom such Personal Information pertains, except for permitted Business Purposes.
5. Pryon shall implement reasonable security procedures and practices appropriate to the nature of the Personal Information received from, or on behalf of, Customer to protect the Personal Information from unauthorized or illegal access, destruction, use, modification, or disclosure in accordance with California Civil Code Section 1798.81.5.
6. When Pryon engages any Subprocessor, Pryon shall (i) notify Customer of the engagement, and (ii) enter into a written agreement with such Subprocessor that complies with the CCPA and contains privacy and security obligations not less protective than those in this Annex. Pryon shall be liable for all obligations under the Agreement subcontracted to the Subprocessor and its actions and omissions related thereto.
7. Pryon’s creation and/or use aggregated, anonymized or deidentified Personal Information shall be permitted only to the extent any such data constitutes “Aggregate Consumer Information” or has been “Deidentified”.

PRYON

8. Pryon hereby certifies that it understands its obligations under this Annex 2 and will comply with them.
9. Pryon's access to Personal Information does not form part of the consideration exchanged between the Parties in respect of the Agreement or any other business dealings.



Annex 3

Security Measures

As from the Addendum Effective Date, Pryon will implement and maintain the Security Measures as set out in this Annex 3.

1. Organisational management and dedicated staff responsible for the development, implementation and maintenance of Pryon's information security program.
2. Audit and risk assessment procedures for the purposes of periodic review and assessment of risks to Pryon's organisation, monitoring and maintaining compliance with Pryon'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 logical segregation of data, restricted (e.g. role-based) access and monitoring, and utilisation of commercially available and industry standard encryption technologies for Customer Personal Data.
4. Logical access controls designed to manage electronic access to data and system functionality based on authority levels and job functions.
5. Password controls designed to manage and control password strength, expiration and usage.
6. System audit or event logging and related monitoring procedures to proactively record user access and system activity.
7. Physical and environmental security of data centres, server room facilities and other areas containing Customer Personal Data designed to protect information assets from unauthorised physical access or damage.
8. Operational procedures and controls to provide for configuration, monitoring and maintenance of technology and information systems, 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 Pryon's possession.
9. Change management procedures and tracking mechanisms designed to test, approve and monitor all material changes to Pryon's technology and information assets.
10. Incident management procedures designed to allow Pryon to investigate, respond to, mitigate and notify of events related to Pryon's technology and information assets.
11. Network security controls that provide for the use of enterprise firewalls and intrusion detection systems designed to protect systems from intrusion and limit the scope of any successful attack.
12. Vulnerability assessment 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 continuity and disaster recovery procedures designed to maintain service and/or recovery from foreseeable emergency situations or disasters.



Annex 4

**Authorized Sub-Processors
Annex 5**

Sub-Processor	Function	Location
Google (GCP)	Provider of computing resources for deploying and operating web application	United States
Microsoft	Cloud service provider and platform services.	United States
Atlassian	Development Tracking tool and Project Management	United States
Zendesk Inc.	Customer support - Data from customer workflows may be processed whilst workflows are debugged with or on behalf of the customer	United States
Cloudflare	Content distribution, security and DNS services for web traffic transmitted to and from the services. This allows Absolute to efficiently manage traffic and secure the services.	United States
Auth0	Authentication services	United States
DocuSign	eSignature to send and sign agreements securely. DocuSign eSignature complies with the EU eIDAS Regulation and automatically generates and maintains a robust audit trail for every agreement.	United States
SalesForce Inc.	Customer Relationship Management tool.	United States
Zoom	Communications and Video Conferencing	United States