

VENDOR GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Applicability.

(a) These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and services ("**Services**") by InVue Security Products Inc., its affiliates, and/or its subsidiaries ("**Buyer**") from the seller or vendor named on the Purchase Order or from whom Buyer purchases Goods and/or Services ("**Seller**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying purchase order (the "**Purchase Order**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation or such terms. This Agreement is expressly limited to, and expressly made conditional on, the terms of the Purchase Order and Seller's acceptance of these terms and conditions. Buyer objects to any additional or different terms. Fulfillment of this Purchase Order constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.

(c) Seller shall provide the Services to Buyer in accordance with the terms and conditions set forth in these Terms.

(d) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Quantity. If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Delivery shall be made FOB Delivery Point or as otherwise specified on the face of the Purchase Order. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 17. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties, and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

8. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within sixty (60) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

9. Seller's Obligations Regarding Services. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of two years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain Buyer's written consent, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and

(h) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

10. Change Orders. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the Services. Seller shall within five (5) days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under this Agreement.

11. Warranties.

(a) Seller continuously warrants that: (a) it has all necessary rights to enter into this Agreement and to perform the obligations hereunder; (b) that Goods and Services shall not misappropriate or infringe any third party's intellectual property rights; (c) Seller's performance under this Agreement does not violate any applicable law, rule, or regulation; (d) the Goods and Services will conform to all applicable specifications or requirements specified by Buyer; (e) the Goods and Services shall be free of viruses or other malicious code that will degrade or infect any product, service, or any other software or Buyer's products, network, or systems; and (f) it shall comply with Buyer's security policies and requirements, including, but not limited to, Buyer's Information Security Addendum, attached hereto as Exhibit A.

(b) Seller warrants to Buyer that for a period of one (1) year from the Delivery Date, all Goods will:

- (i) be free from any defects in workmanship, material and design;
- (ii) be fit for their intended purpose and operate as intended;
- (iii) be merchantable; and
- (iv) be free and clear of all liens, security interests or other encumbrances.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer;

(c) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(d) The warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services.

12. General Indemnification. Seller shall defend, indemnify and hold harmless Buyer, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

13. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

14. Limitation of Liability. Nothing in this Agreement shall exclude or limit (a) Seller's liability under Sections 12, 13, and 19 hereof, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

15. Insurance. During the term of this Agreement and for a period of one (1) year thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) and professional liability (as applicable to Services) in a sum no less than \$1,000,000 per occurrence with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer.

16. Compliance with Law. Seller shall comply with all applicable laws, regulations and ordinances including, but not limited to, privacy (including the GDPR), data security, anti-corruption (including the Foreign Corrupt Practices Act and the OECD Anti-Bribery Convention). Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments

of Goods requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

17. Termination. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the Seller's delivery of the Services. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

18. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

20. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all Goods, documents, work product, and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of the Seller in the course of performing the Services (collectively, the "**Deliverables**") shall be owned by Buyer. In furtherance of the foregoing, Seller acknowledges that the Services and Deliverables are "works for hire" and/or all Intellectual Property Rights to the Deliverables shall be assigned by Seller to Buyer. Seller agrees to assign, convey, transfer and grant, and hereby assigns, conveys, transfers and grants to Buyer, all of Seller's right, title, and interest in and to the Deliverables, including but not limited to all Intellectual Property Rights therein, and agrees to cooperate with Buyer in the execution of appropriate instruments assigning and evidencing such ownership rights. The Buyer shall have

the unrestricted authority to publish, disclose, distribute, copy, make, have made, offer to sell, sell, distribute, have distributed, export, import, and use the Deliverables as it deems appropriate. Seller may not use the Deliverables for any purpose other than for Buyer.

21. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events include acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, and embargoes. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement. If a Force Majeure Event prevents Seller from carrying out its obligations under this Agreement for a continuous period of more than thirty (30) days, Buyer may terminate this Agreement immediately by giving written notice to Seller.

22. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement.

23. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

25. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of North Carolina. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed with respect to this Agreement and the transactions contemplated hereby.

26. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina in each case located in the City of Charlotte and

County of Mecklenburg, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

27. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

28. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Indemnification, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.

30. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

EXHIBIT A
INFORMATION SECURITY ADDENDUM

This Information Security Addendum (“Addendum”) sets forth the Parties’ mutual understanding relating to the privacy and security of Buyer Confidential Information and Buyer Systems.

1. Definitions. All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
 - a. Buyer Confidential Information: All (i) information received by Seller from Buyer or a Buyer affiliate, or collected or generated directly by Seller on Buyer’s behalf in connection with the Services, that should reasonably be considered confidential under the circumstances, notwithstanding whether it was identified as such at the time of disclosure; (ii) all information identified as confidential to which Seller has access in connection with the subject matter of the Agreement, whether before or after the Effective Date of the Agreement; and (iii) the Agreement, and shall include, without limitation, (A) all trade secrets, (B) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, (C) information relating to business plans, sales or marketing methods and customer lists or requirements, and (D) identifying, relating to, describing, capable of being associated with or that could be linked, directly or indirectly, with particular persons or households, including but not limited to information derived from such information that is used to create inferences regarding or profiles of such persons or households (“Personal Information”).
 - b. Buyer System: Any physical or technical system owned, leased, licensed or operated by Buyer or its affiliates, whether on premises or hosted by a third-party, which processes Buyer Confidential Information and is accessed by Seller in the course of performing the Services.
 - c. Services: Services provided by Seller to Buyer in accordance with the Agreement.
 - d. Data Incident: A breach of Seller’s Information Security Program leading to the accidental or unlawful or unauthorized destruction, loss, alteration, disclosure of, or access to, Buyer Confidential Information.
2. Compliance with Laws. In addition to any other obligations in the Agreement, during the term of the Agreement, Seller will comply, at its own cost and expense, with current and new laws, regulations, governmental requirements and industry standards relating to Seller’s processing of Buyer Confidential Information (collectively, “Laws”). Should a disagreement arise as to the interpretation of any requirement of the Laws, Buyer’s interpretation shall govern. If Seller is unable to comply with any new Law, Buyer may, in its sole discretion, suspend or terminate the Agreement upon notice to Seller.

3. Information Security Program. Seller agrees to establish and maintain, in writing, an information security and privacy program consistent with this Addendum and applicable Laws (“Information Security Program”). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Buyer Systems and Buyer Confidential Information from unauthorized or unlawful destruction, loss, alteration, disclosure or access.

The Information Security Program shall follow NIST Cybersecurity Framework (CSF), NIST SP:800-53, ISO 27002, PCI-DSS (if applicable to Seller’s processing activities) or substantially similar standards applicable to Seller’s industry.

4. Security Certification. Buyer may require that Seller maintain a certification or third-party assessment of compliance with the security standards identified in Section 3 of this Addendum provided by a qualified third party reasonably acceptable to Buyer. Such certifications shall be provided to Buyer upon request.
5. Restriction of Use of Buyer Confidential Information. Seller shall not collect, retain, use, access, rent, sell, disclose, reconfigure, de-identify, re-identify or aggregate Buyer Confidential Information for any purpose other than to provide the Services as set forth in this Agreement, or use Buyer Confidential Information to create any derivative work or product for the benefit of Seller or any other party without Buyer’s express, written authorization. Any unauthorized use of Buyer Confidential Information shall constitute a material breach of the Agreement and, as a result, Buyer may, in its sole discretion, immediately suspend or terminate Seller’s access to Buyer Confidential Information and Buyer Systems.
6. Audit. To monitor Seller’s compliance with the Agreement, Buyer may, in its discretion, periodically inspect and audit Seller’s compliance with the Agreement, including its Information Security Program and any facilities or systems used by Seller to provide the Services. Such inspections and audits may, at Buyer’s option, be conducted on-site by Buyer personnel or Buyer’s contracted third party assessors, or through surveys and interviews. Onsite inspections and audits will be conducted during Seller’s ordinary office hours upon reasonable prior written notice by Buyer and shall be subject to Seller’s reasonable security restrictions (*e.g.*, sign-in requirements, badge requirements, escort requirements). Buyer’s third-party assessors will be required to agree to confidentiality terms reasonably acceptable to Seller. Inspections and audits shall be performed no more than once annually, provided that Buyer may conduct additional inspections and audits if, in Buyer’s reasonable judgment, Seller is in material breach of the Agreement or this Addendum, if Buyer provides reasonable documentation to Seller supporting concerns of Seller’s non-compliance with the Agreement, a specific security risk, or in the event of a Data Incident.
7. Breach Notification and Investigation. Seller shall notify Buyer’s Security Team by email (security@invue.com) within twenty-four (24) hours of any Data Incident, followed within forty-eight (48) hours of the Data Incident by a written notice directed to Buyer’s General Counsel at 9201 Baybrook Lane, Charlotte, NC 28277. The written notice shall summarize, in reasonable detail, the nature and scope of the Data Incident (including a description of all

impacted Buyer Confidential Information and Buyer Systems) and the corrective action already taken or planned by Seller. The notice shall be timely supplemented to the level of detail reasonably requested by Buyer, inclusive of relevant investigative or forensic reports.

Seller shall promptly, at its own cost and expense, take all reasonable and necessary actions to end the Data Incident, mitigate its impact and prevent recurrence. Seller shall cooperate with Buyer in the investigation of the Data Incident and shall promptly respond to Buyer's reasonable inquiries about the Data Incident. In the event of a Data Incident, Buyer may, in its sole discretion, immediately suspend or terminate Seller's access to Buyer Confidential Information and Buyer Systems.

Seller will not inform any third party of a Data Incident without first obtaining Buyer's prior written consent, unless and to the extent that Seller is otherwise required to provide notice by law. The Parties shall collaborate on whether to provide notice of the Data Incident to any person, governmental entity, the media, or other party and the content of any such notice. Buyer will make the final determination as to whether notice will be provided and to whom, the content of the notice, and which Party will be the signatory to the notice. Seller shall promptly notify Buyer of any investigations of its information use, privacy or information security practices or a Data Incident by a governmental, regulatory or self-regulatory body.

8. Data Subject Rights. To the extent that Laws require Buyer to comply with requests from individuals to access, delete, modify, or restrict the processing of their Personal Information, Seller agrees to promptly notify Buyer of any such requests directed to Seller and, no more than thirty (30) days from Seller's receipt of Buyer's written instruction, provide any assistance that Buyer reasonably deems necessary to fulfill such requests with regards to Services provided under the Agreement at Seller's own cost and expense. Seller shall certify, in writing, its compliance with such instructions. If a consumer or other data subject exercises a legal right to opt out of the sale of their Personal Information by Buyer to Seller, Buyer shall not be required to provide such Personal Information to Seller, notwithstanding any other provision of the Agreement. To the extent Seller directly interacts with Buyer customers, employees, contractors, service providers, or other individuals while acting on behalf of Buyer, Seller agrees to provide Buyer with any assistance Buyer reasonably deems necessary to fulfill applicable legal obligations to provide such individuals with notice of data processing activities.
9. Subcontractors. Seller shall contractually require any and all providers, contractors or other agents of Seller engaged to perform the Services to comply with the terms of this Addendum and all Laws. Seller shall make commercially reasonable efforts to monitor and enforce such contractual requirements and shall be responsible to Buyer for all acts or omissions of its subcontractors and agents with respect to their access to and use of Buyer Confidential Information and Client Systems.
10. Cross-border Transfers. Buyer Confidential Information may not be transferred, stored, or processed outside the country in which Seller receives it without prior written approval from Buyer, inclusive of transfers to subcontractors or agents. Seller shall cooperate with Buyer in complying with all Laws regulating the cross-border transfer of information, and the Parties

shall negotiate, in good faith, such additional agreements, terms and conditions as may be required by such Laws to effectuate such transfers.

11. Deletion of Data. At Buyer's direction at any time, and in any event upon termination or expiration of this Agreement, Seller will, and will cause its representatives to, immediately cease use of the Buyer Confidential Information and return the same to Buyer and then destroy any and all residual copies of Buyer Confidential Information (in whole or part), whether in hard copy or electronic format. Seller will ensure that Buyer Confidential Information is destroyed securely and in accordance with applicable law. As requested, Seller will certify its compliance with these procedures.

Notwithstanding the foregoing, Seller will be permitted to retain: (i) Buyer Confidential Information for a longer period if such retention is strictly necessary to meet Seller's legal compliance obligations, and (ii) Buyer Confidential Information in backup media. Retention of Buyer Confidential Information pursuant to (i) and (ii) shall be pursuant to Seller's fully implemented and documented records management program, provided that such retention shall not be indefinite and shall not exceed industry standards. In addition, Buyer Confidential Information so retained shall not be used for any other purpose and such Buyer Confidential Information shall be otherwise maintained in accordance with this Addendum.

12. Indemnification. No limitation of liability provisions, if any, in the Agreement (or any other agreement between the parties) shall apply to any breach of this Addendum by Seller. Notwithstanding anything in the Agreement to the contrary, Seller shall indemnify, hold harmless and defend Buyer (including its affiliates) from all suits, claims, demands, proceedings and other actions brought by a third party, and pay all expenses and costs (including but not limited to, assessments, fines, losses, penalties, settlements, costs of investigating and responding to any Data Incident, costs of notifying and providing affected individuals with at least one year of credit monitoring and fraud prevention services, and attorneys' fees, including attorneys' fees incurred in enforcing this indemnification provision), arising out of or related to Seller's misuse of Buyer Confidential Information, any Data Incident or any breach by Seller of this Addendum.
13. Information Security-Related Suspension Rights. In addition to any other rights under the Agreement, Buyer shall have the right to suspend or terminate Seller's performance of Services under the Agreement immediately if Seller materially breaches any provision of this Addendum.
14. Statement of Compliance. Seller shall provide Buyer with prompt written notice if at any time it is not in full compliance with all of the requirements of this Addendum. Seller shall certify compliance with this Addendum from time to time or as may be reasonably requested by Buyer.
15. Survival; Severability. This Addendum shall survive termination of the Agreement. The invalidity or unenforceability of a portion of this Addendum shall not affect the validity or enforceability of the remainder hereof.