

## TOVIE AI CLOUD TERMS OF SERVICE

Last updated: June 15<sup>th</sup>, 2023

This document represents the terms of use (hereinafter – the **Terms**) of the TOVIE AI CLOUD services which governs the legal relationship between TOVIE AI LIMITED (hereinafter – the **Licensor**) and You (hereinafter – the **Licensee**).

The current version of the Conditions is posted on the Internet at <https://tovie.ai/eng/docs/tos.pdf>

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE SERVICES, INCL. BY REGISTERING, YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU DO NOT AGREE AND / OR ACCEPT ALL OF THESE TERMS, THEN YOU MUST DISCONTINUE USE THE SERVICES IMMEDIATELY.

### 1. DEFINITIONS

1. **Licensee** – legally capable individual (incl. having the status of the sole proprietor) or company who has entered into the Terms, who (which) is granted the right to use the Services in accordance with the restrictions and within the limits stipulated by the Terms.
2. **Licensor** – TOVIE AI LIMITED, a company incorporated and existing under the laws of England and Wales under registration number 11595010 and registered office at 128 City Road London EC1V 2NX.
3. **Services TOVIE AI CLOUD (hereinafter – the Services)** – software products, their components and websites, as well as works and services offered by the Licensor, available to the Licensee in one interface under the code name TOVIE AI CLOUD.

The provision of the certain Services is governed by special rules (hereinafter – the **Addendum to the Terms**). The Services include:

- (1) Tovie Platform - [\[https://tovie.ai/eng/docs/platform.pdf\]](https://tovie.ai/eng/docs/platform.pdf);
- (2) Tovie DialogStudio [\[https://tovie.ai/eng/docs/dialogstudio.pdf\]](https://tovie.ai/eng/docs/dialogstudio.pdf);
4. **Parameters** – functionality of the Services, types of licenses and other rights acquired by the Licensee for a fee that allow the Licensee to change or expand the capabilities of the Services, the aggregate and / or quantitative indicators of which may determine the amount of the Licensor's remuneration, depending on the Service.
5. **Website** – the interface under the code name TOVIE AI CLOUD, which is a unified environment for working with the Services and an area of knowledge about the Services, containing information about the Services and other offered works and services of the Licensor providing the opportunity to create the account, manage the account, receive information about the Services available and used by the Licensee, the Parameters, the cost of the Services, as well as containing other information regarding the Services and offered works and services.
6. **Personal Account** – section of the Website or the Services available under the user account, where, among other things, all the Services available for use and selected by the Licensee for use are displayed, incl. the balance of the Personal Account, the selected tariff, the Parameters, settings, configurations, services or works offered by the Licensor. Using the Personal Account, the Licensee connects and manages the Services, the Parameters, services and works offered by the Licensor, displays statistical information on the use of the Services, contains the Licensee's account settings.
7. **Territory** – territory within which the Licensee is entitled to use the Services in accordance with the Terms. Unless otherwise provided by the Terms, the right to use the Services is provided on the territory of the whole world with the exception of the territory that is the target of comprehensive sanctions in particular imposed by EU Council Regulations, Office of Foreign Assets Control ("OFAC").

8. **Term** – unless otherwise provided hereto, the Licensee has the right to use the Services during the term of the exclusive right to the corresponding Service.

## 2. GENERAL PROVISIONS

- 2.1. The Licensor grants the Licensee a simple (non-exclusive) license to use the Services, if they are software products of the Licensor (in part of all or individual Services at the discretion of the Licensee) in the Territory, within the limits and for the period specified hereto, as well as ordered by the Licensee undertakes to perform work and provide services within the offered Services, and the Licensee undertakes to pay remuneration.
- 2.2. Description of the Services, methods of use, limits of rights, procedure for determining and paying remuneration to the Licensor are contained in the relevant Addendums to the Terms using the links specified in clause 1.3.
- 2.3. By agreeing to the Terms, the Licensee confirms and guarantees:
  - 2.3.1. if the Licensee is a company: (1) its legal capacity; (2) the Terms are accepted by the authorized representative of the company; (3) the credentials provided to the Licensor when registering and using the Services is accurate and assumes full responsibility for their accuracy, completeness and reliability;
  - 2.3.2. if the Licensee is an individual: (1) his legal capacity; (2) reaching the age of 18; (3) the accuracy of the credentials and personal data provided to the Licensor when registering and using the Services and assumes full responsibility for their accuracy, completeness and reliability.
- 2.4. The Licensor has the right to process the personal data provided by the Licensee in order to fulfill the Terms and the provision of the Services, and the Licensee, by accepting the Terms and using the Service, confirms his consent to this.

## 3. THE REGISTRATION

- 3.1. To use the Services and the Parameters, the Licensee must register on the Website by creating the Personal Account by specifying the full name, login (or phone number) and password, country unless otherwise expressly provided by the terms of the particular Service.

In order to register and gain access to the Personal Account, the Licensee also has the right to use the authorization data of Google and Github.

- 3.2. After successful registration, any actions performed using the Licensee's Personal Account are recognized as committed personally by the Licensee and the Licensee is responsible for the safety and confidentiality of his credentials and is not entitled to disclose the login and password to third parties.

The Licensee assumes all possible risks associated with his actions to make mistakes, inaccuracies in the data provided during registration.

- 3.3. By starting to use the Service, including when going through the registration procedure, the Licensee agrees:
  - 3.3.1. to the processing of the personal data provided by him in accordance with the provisions of the [Privacy Policy](#);
  - 3.3.2. to receive advertising and marketing messages about the Services from the Licensor to the e-mail address specified during registration.

Personal data provided by the Licensee under the Terms is stored and processed by the Licensor in accordance with the terms of the [Privacy Policy](#).

- 3.4. In the event of a change in the credentials or other data provided to the Licensor, as well as unauthorized access to the Personal Account of the Licensee, the Licensee is obliged to immediately inform the Licensor about this by sending an application to the email [support@ds.tovie.ai](mailto:support@ds.tovie.ai).

#### **4. RIGHTS AND OBLIGATIONS OF THE LICENSEE**

##### **4.1. The Licensee has the right:**

- 4.1.1. to use the Services on the Territory in the ways and within the limits provided hereto;
- 4.1.2. to receive information support from the Licensor regarding the operation of the Service by sending a request to the email [support@ds.tovie.ai](mailto:support@ds.tovie.ai).

##### **4.2. The Licensee undertakes:**

- 4.2.1. not to make attempts to modify, decompile, copy, reverse engineering, as well as other actions aimed at obtaining the source text (code) of the Service or their elements, as well as disrupting their correct functioning;
- 4.2.2. to comply with all the requirements of the Licensor set forth in the Terms, as well as other requirements and recommendations of the Licensor brought to the attention of the Licensee when using the Service;
- 4.2.3. not to use the rights and (or) technical capabilities obtained when using the Services (1) to perform actions prohibited by applicable law (such as sending information without consent to receive it, etc.), (2) in order to impersonate another person or representative of any organization and / or community, including the support service of the Licensor, employees of the Licensor, or to perform other actions aimed at misleading any third parties, (3) committing fraudulent activities, (4) or in ways that may cause reputational, financial or any other damage to the Licensor.
- 4.2.4. to settle settlements with the Licensor in the manner and on the terms specified in the Terms and Addendums;
- 4.2.5. to provide the Licensor with instructions and materials necessary for setting up and / or implementing the Service under the Terms, in a timely manner;
- 4.2.6. to agree with the Licensor any use of the Licensor's name, trademarks and / or commercial designations, as well as any other information identifying the Licensor;

##### **4.3. The Licensee is not entitled to cede the right to claim to third parties without obtaining the additional written consent of the Licensor.**

##### **4.4. The Licensee is not entitled to provide sub-licenses in relation to the Services.**

##### **4.5. In the event that the Licensee integrates the Service with third-party software tools, the Licensee independently bears the risks and responsibility for observing copyright and related rights in connection with such use of software belonging to third parties.**

##### **4.6. The Licensee agrees to the Licensor's use of the Licensee's reviews about the Licensor and the Service, left in the Licensor's official groups on social networks and other information resources, in order to post such reviews on the official websites, in the information and advertising materials of the Licensor.**

#### **5. RIGHTS AND OBLIGATIONS OF THE LICENSOR**

##### **5.1. The Licensor has the right:**

- 5.1.1. to carry out current management of the Services, independently determine their structure, interface, the Parameters and any other elements of an external nature (visual) and internal nature (code structure);
- 5.1.2. to make changes to the Services in order to adapt them to specific tasks or improve, expand their functionality at its own discretion.

All exclusive rights to such improvements are reserved by the Licensor. At the same time, the Licensee has the right to use such improvements under the provisions of the Terms, and such improvements for the purposes of the Terms are part of the Licensor's Services;

- 5.1.3. to terminate the Terms and revoke the license to use the Services, terminate the provision of the Services selected by the Licensee at any time immediately, in case of violation by the Licensee of the provisions of the Terms, applicable law or the rights of third parties.

At the same time, the return of funds paid under the Terms (including in the form of an advance payment) is not carried out to the Licensee, and the Parties specifically agreed that the paid funds are a reward for using the Service for the period before the termination of the Terms by the Licensor;

- 5.1.4. to provide technical and informational support to the Licensee necessary to gain access to the Services and their subsequent use, within a reasonable time;
- 5.1.5. to change the amount of remuneration for the right to use a particular Service unilaterally by notifying the Licensee of such changes no later than five (5) days before the expiration date of the reporting period that is established for the Service, during which the Licensee used the Service at the previous cost of the Licensor.

By continuing to use the Service after the entry into force of these changes, the Licensee confirms his agreement with such changes.

- 5.1.6. to use the name and trademarks of the Licensee to designate the Licensee as its client in advertising and any other materials, in the list of clients on the website, as well as at conferences, when preparing commercial offers and during negotiations with partners, subject to the consent of the Licensee;
- 5.1.7. to suspend the provision of the Service without prior notice to the Licensee if it is necessary to carry out preventive maintenance (during off-peak hours), in the event of force majeure, as well as accidents or failures in the software and hardware systems of third parties cooperating with the Licensor, or actions of third parties, aimed at suspending or terminating the operation of the Service.

- 5.2. The Licensor undertakes:

- 5.2.1. to pay remuneration independently and at its own expense (if provided for by applicable law or agreement of the parties) to the authors of the Service, other copyright holders, as well as assignees of the above persons.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All objects available when using the Service, including: design elements, text, graphics, illustrations, videos, audio files (audio works) and any other objects (hereinafter – the **Content of the Service**) are objects of the exclusive rights of the Licensor or other copyright holders, but with respect to which the Licensor has obtained appropriate and sufficient rights to enter into and execute the Terms.
- 6.2. The use by the Licensee of elements of the Content of the Service for personal non-commercial use is allowed provided that all signs of copyright protection, related rights, trademarks, other notices of authorship are preserved, the name (or pseudonym) of the author / title of the copyright holder is preserved unchanged, the corresponding object is preserved unchanged.
- 6.3. The Licensor grants the Licensee the right to use the Service, in connection with which the Licensee is obliged:
  - refrain from any actions that violate the rights of the Licensor or third parties to the results of intellectual activity, in particular, do not copy, record, reproduce, distribute any results of the intellectual activity of the Licensor or third parties without written permission (unless such permission is expressly indicated in the Terms);
  - immediately notify the Licensor of any known facts of violation of the exclusive rights of the Licensor or third parties.
- 6.4. The Terms do not provide for the assignment by the Licensor to the Licensee of any exclusive rights or the issuance of an exclusive license to any elements of the Content of the Service or the Service as a whole.

## **7. WARRANTY AND LIABILITY**

### **7.1. The Parties warrant that they:**

- 7.1.1. are not bound by any agreements that prevent the conclusion of the Terms and the fulfillment of obligations at the time of the conclusion of the Terms;
- 7.1.2. keep as confidential information all data of a technical, industrial and commercial nature (presented orally, visually or in writing) that were communicated to them or about which they became aware in another way in connection with the conclusion and execution of the Terms.

Among other things, the confidential information of the Licensor includes information regarding the algorithms and operation of the Services, their interfaces and constituent components;

- 7.1.3. perform their duties in accordance with the Terms in good faith.

### **7.2. The Licensee warrants that:**

- 7.2.1. in cases where third parties present any claims or complaints against the Licensor for violation of intellectual property rights related to the violation by the Licensee of the terms of the Terms or applicable law, the settlement of these claims on their own and at their own expense, in ways that exclude incurring losses on the part of the Licensor, and in the event infliction of losses to the Licensor - compensation for the incurred losses in full within five (5) business days from the date of receipt of the relevant request from the Licensor;
- 7.2.2. in the event that a lawsuit is brought against the Licensor in connection with a violation by the Licensee of the Terms or applicable law, send the Licensee a notice of receipt of such a claim, and in the event of a settlement agreement or a court decision against the Licensor to recover funds from the latter, reimburse the Licensor for losses in full, including all documented legal costs, no later than five (5) business days from the date of receipt of the Licensor's request, with documented expenses attached.

### **7.3. The Licensor warrants that:**

- 7.3.1. the Services provided by it comply with the legislation on the protection of the results of intellectual activity;
- 7.3.2. has all the rights and permissions necessary to grant the Licensee the right to use the Services;
- 7.3.3. provide the Licensee with reliable and accurate information regarding the name of the Service, its constituent elements, their authors, as well as other information related to the subject of the Terms;
- 7.3.4. will refrain from any actions that could hinder the Licensee from exercising the right to use the Service granted to him.

### **7.4. THE LICENSEE USES THE SERVICE AT ITS OWN RISK. THE SERVICE, ANY OF ITS ELEMENTS AND COMPONENTS ARE PROVIDED "AS IS".**

THE LICENSOR DOES NOT WARRANT THAT: (1) THE SERVICE MEETS OR WILL MEET THE REQUIREMENTS OF THE LICENSEE; (2) THE SERVICE WILL BE AVAILABLE AND USABLE AROUND THE CLOCK, AT ANY PARTICULAR TIME, OR FOR ANY PERIOD OF TIME; (3) THE RESULTS THAT MAY BE OBTAINED USING THE SERVICE WILL BE ACCURATE AND RELIABLE AND CAN BE USED FOR ANY PURPOSE OR IN ANY CAPACITY, IN CONNECTION WITH WHICH THE LICENSOR ACCEPTS NO RESPONSIBILITY, INCLUDING FOR THE COMPLIANCE OF THE SERVICE IN WHOLE OR IN PART TO THE GOALS AND EXPECTATIONS OF THE LICENSOR.

THE LICENSOR SHALL NOT BE LIABLE FOR ANY TYPE OF DAMAGES RESULTING FROM THE USE OF ANY OR ALL OF THE FUNCTIONS OF THE SERVICE.

### **7.5. In the event of force majeure circumstances, the terms for the fulfillment of obligations by the Parties under the Terms are extended in proportion to the time during which such circumstances are in force. The occurrence of such circumstances must be confirmed by the relevant competent authorities.**

## 8. MISCELLANEOUS

8.1. **Validity:** The Terms come into force from the moment of acceptance by the Licensee performing the actions provided for in clause 3.1., and will remain in effect until (1) termination of the Terms; or (2) expiration of the exclusive right to the Service, whichever occurs first.

8.2. **Termination:** The Terms may be terminated early by the Licensee by sending a notice to the Licensor email support@ds.tovie.ai no later than five (5) business days before the end of the current reporting period in respect of the last Service used by the Licensee. In such event, the Terms shall be deemed terminated at the end of such reporting period in which the notice was received by the Licensor. If the Licensee notifies the Licensee in violation of the specified period, the Terms shall be deemed terminated at the end of the reporting period following the current one.

The Terms shall be considered automatically terminated if the Licensee has not made any payments during the last six (6) months and has not performed any actions using the Service.

The Licensor has the right to terminate the Terms by notifying the Licensee if the Licensee violates applicable law, the rights of third parties, or the provisions of the Terms. In this case, the Licensee's access to the Service is terminated without the right to restore, and the Licensee's re-registration under other credentials is prohibited.

8.3. **No waiver:** Licensor's failure to exercise or enforce any right or provision of the Terms shall not operate as a waiver of such right or provision.

8.4. **Written contract:** The Licensor reserves the right to require the Licensee to conclude a written contract in the form of a single document in the form of the Licensor. In case of non-fulfillment of the specified requirement, the Licensor has the right to immediately terminate the Terms.

8.5. **Governing Law:** These Terms and use of the Services are governed by and constructed in accordance with the laws of England and Wales.

8.6. **Dispute Resolution:** All disputes arising out of or in connection with these Terms, including without limitation your access or use of the Services will be referred to and finally resolved by arbitration under the rules of LCIA. The case will be adjudicated by a single arbitrator in accordance with its applicable rules. Each party will cover its own fees and costs associated with the arbitration proceedings. The place of arbitration will be London, England. The language of the arbitration will be English.

8.7. **Severability:** If any provision of the Terms is determined to be unenforceable or void by a court of competent jurisdiction, that provision will be severed from the Terms and shall not affect other terms that will remain in full force and effect.

8.8. **Changes:** The Terms may be changed and/or supplemented by the Licensor unilaterally at any time. At the same time, continued use of the Service after making changes and / or additions to the Terms means the Licensee's consent to such changes and / or additions, in connection with which the Licensee undertakes to regularly monitor changes that are posted on the Internet at: <https://tovie.ai/eng/docs/tos.pdf>

8.9. **Contact:** If You have any questions about the Terms, You could write a letter at email support@ds.tovie.ai.

**DATA PROCESSING ADDENDUM**  
**TO THE TOVIE AI CLOUD TERMS OF SERVICE**

**Introduction**

This Data Processing Addendum and its annexes (hereinafter – the **DPA**) supplements the TOVIE AI CLOUD terms of service (hereinafter – the **Terms**) between the Licensee (hereinafter – **You**) and Licensor (also hereinafter – **We**).

This DPA is supplemental to, and forms an integral part of, the Terms and is effective upon its incorporation into the Terms. In case of any conflict or inconsistency with the Terms, this DPA shall take precedence over the Terms to the extent of such conflict or inconsistency.

We periodically update the DPA. If You use the Services actively, we will let You know when We do via e-mail (if You have subscribed to receive email notifications) or via in-Website notification.

**TERMS AND DEFINITIONS**

**California Personal Information** means Personal Data that is subject to the protection of the CCPA.

**CCPA** means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018).

**Consumer, Business, Sell** and **Service Provider** shall have the meanings given to them in the CCPA.

**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.

**Data Protection Laws** means all applicable worldwide legislation relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question under the Terms, including without limitation European Data Protection Laws, the CCPA and the data protection and privacy laws of Brazil, Australia and Singapore; in each case as amended, repealed, consolidated or replaced from time to time.

**Data Subject** means the individual to whom Personal Data relates.

**Europe** means the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.

**European Data** means Personal Data that is subject to the protection of European Data Protection Laws.

**European Data Protection Laws** means data protection and Europe, including:

- (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (GDPR);
- (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and
- (iii) applicable national implementations of (i) and (ii); or (iii) in respect of the United Kingdom, any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the United Kingdom leaving the European Union; and
- (iv) Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance; in each case, as may be amended, superseded or replaced.

**Instructions** means the written, documented instructions issued by a Controller to a Processor, and directing the same to perform a specific or general action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available).

**Permitted Affiliates** means any affiliates that

- (i) qualify as a Controller of Personal Data Processed by the Licensor, and
- (ii) are subject to European Data Protection Laws.

**Personal Data** means any information relating to an identified or identifiable individual where such information is contained within Your Data and is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws.

**Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by the Licensor and/or its Sub-Processors in connection with the provision of the Services. Personal Data Breach shall not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

**Privacy Shield** means the EU-U.S. and Swiss-US Privacy Shield self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to its Decision of July, 12 2016 and by the Swiss Federal Council on January 11, 2017 respectively.

**Privacy Shield Principles** means the Privacy Shield Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision of July, 12 2016.

**Processing** means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or erasure of Personal Data. The terms Process, Processes and Processed will be construed accordingly.

**Processor** means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

**Standard Contractual Clauses** means the standard contractual clauses for the Processors.

**Sub-Processor** means any Processor engaged by the Licensor or its affiliates to assist in fulfilling its obligations with respect to the provision of the Services under the Terms. The Sub-Processors may include third parties or the Licensor's affiliates but shall exclude any Licensor's employee or consultant.

**Users Data** – personal data exchanged by means of use of the Services, such as text, message bodies, voice and video media, images, email bodies, email recipients, and sound, and (b) data stored on User's behalf such as dialog logs within the Services, (c) any other User's data provided during the use of Services.

**Personal Data Breach** – a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in order to perform the Services that compromises the security of the Personal Data.

**Privacy Policy** – the then-current Licensor's privacy policy available at <https://tovie.ai/eng/docs/pp.pdf>.

**Services** – collectively, the Licensor's products and services available at <https://tovie.ai>.

The term of this DPA shall follow the term of the Terms. Terms and definitions not otherwise defined herein shall have the meaning as set forth in the Terms.

## **ROLES AS DATA CONTROLLER AND DATA PROCESSOR**

For purposes of this DPA, You are the Data Controller of the Personal Data Processed by Licensor in its performance of the Services under the terms of the Terms. You are responsible for complying with Your obligations as a Controller under Applicable Data Protection Laws governing your provision of Personal Data to Licensor for the performance of the Services, including without limitation determine the personal data legislation for each User, obtaining User's consents, providing any



notices, or otherwise establishing the required legal basis. Unless specified in the Terms, You will not provide Licensor with access to any Personal Data that imposes specific data protection requirements greater than those agreed to in the Terms and this DPA, and You will limit Licensor's access to Personal Data as necessary to perform the services.

Licensor is the Data Processor with respect to such Personal Data, except when You act as a Processor of Personal Data, in which case Licensor is a sub-Processor. Licensor is responsible for complying with its obligations under Applicable Data Protection Laws that apply to its Processing of Personal Data under the Terms and this DPA.

You are responsible for ensuring that (a) You complied, and will continue to comply, with Applicable Data Protection Law in Your use of the Services and Your own processing of Personal data and (b) You have, and will continue to have the right to transfer or provide access to the Personal data to Licensor for processing in accordance with the Terms and this DPA.

## **THE PARTIES RESPONSIBILITIES**

According to the above the Parties have the following responsibilities:

### **1. Your responsibilities:**

- 1.1. **Compliance with Laws.** Within the scope of the Terms and in use of the Services, You are responsible for complying with all requirements that apply to it under applicable Data Protection Laws with respect to the Processing of Personal Data and the Instructions issues to the Licensor.

In particular but without prejudice to the generality of the foregoing, You acknowledge and agree that You will be solely responsible for:

- (i) the accuracy, quality, and legality of Your Data and the means by which You acquired Personal Data;
- (ii) complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations (particularly for use by You for marketing purposes);
- (iii) ensuring it has the right to transfer, or provide access to, the Personal Data to the Licensor for Processing in accordance with the Terms (including this DPA);
- (iv) ensuring that Instructions to the Licensor regarding the Processing of Personal Data comply with applicable laws, including Data Protection Laws; and
- (v) complying with all laws (including Data Protection Laws) applicable to any emails or other content created, sent or managed through the Services, including those relating to obtaining consents (where required) to send emails, the content of the emails and its email deployment practices.

You must inform Us without undue delay if it is not able to comply with Your responsibilities under this clause or applicable Data Protection Laws.

- 1.2. **The Controller Instructions.** The Parties agree that the Terms (including this DPA), together with Your use of the Service in accordance with the Terms, constitute Your complete and final Instructions to the Licensor in relation to the Processing of Personal Data, and additional instructions outside the scope of the Instructions shall require prior written agreement between You and Us.

### **2. The Licensor responsibilities**

- 2.1. **Compliance with Instructions.** The Licensor shall only Process Personal Data for the purposes described in this DPA or as otherwise agreed within the scope of Your lawful Instructions, except where and to the extent otherwise required by applicable law. The Licensor is not responsible for compliance with any Data Protection Laws applicable to You or Your industry that are not generally applicable to the Licensor.
- 2.2. **Conflict of Laws.** If the Licensor becomes aware that it cannot Process Personal Data in accordance with Your Instructions due to a legal requirement under any applicable law, the Licensor will:

- (i) promptly notify You of that legal requirement to the extent permitted by the applicable law, and
  - (ii) where necessary, cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as You issue new Instructions with which the Licensor is able to comply. If this provision is invoked, the Licensor will not be liable to You under the Terms for any failure to perform the applicable Services until such time as You issue new lawful Instructions with regard to the Processing.
- 2.3. Security. the Licensor shall implement and maintain appropriate technical and organizational measures to protect Personal Data from Personal Data Breaches, as described under Annex 2 to this DPA (Security Measures). Notwithstanding any provision to the contrary, the Licensor may modify or update the Security Measures at its discretion provided that such modification or update does not result in a material degradation in the protection offered by the Security Measures.
- 2.4. Confidentiality. The Licensor shall ensure that any personnel whom the Licensor authorizes to Process Personal Data on its behalf is subject to appropriate confidentiality obligations (whether a contractual or statutory duty) with respect to that Personal Data.
- 2.5. Personal Data Breaches. The Licensor will notify You without undue delay after it becomes aware of any Personal Data Breach and shall provide timely information relating to the Personal Data Breach as it becomes known or reasonably requested by You. At Your request, the Licensor will promptly provide You with such reasonable assistance as necessary to enable You to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if You are required to do so under Data Protection Laws.
- 2.6. Deletion or Return of Personal Data. The Licensor will delete or return all Personal Data (including copies thereof) Processed pursuant to this DPA in accordance with the procedures and timeframes set out in the Terms (including the DPA and the Privacy Policy), save that this requirement shall not apply to the extent the Licensor is required by applicable law to retain some or all of the Personal Data, or to Personal Data it has archived on back-up systems, which data the Licensor shall securely isolate and protect from any further Processing and delete in accordance with its deletion practices.

## **PURPOSE OF PROCESSING**

Licensor and any persons acting under its authority under this DPA, including sub-Processors as described hereinafter, will Process Personal Data only for the purposes of performing the Services in accordance with Your written instructions as specified in the Terms, this DPA and in accordance with Applicable Data Protection laws. Licensor will not disclose Personal Data in response to a subpoena, judicial or administrative order, or other binding instrument (a "Demand") unless required by law. Licensor will promptly notify You of any Demand unless prohibited by law and provide You reasonable assistance to facilitate Your timely response to the Demand.

The Licensor may also aggregate Personal Data as part of the Services in order to provide, secure and enhance products and Services. Licensor may provide Personal Data to affiliates in connection with any anticipated or actual merger, acquisition, sale, bankruptcy or other reorganization of some or all of its business, subject to the obligation to protect Personal Data consistent with the terms of this DPA.

## **DATA SUBJECTS AND CATEGORIES OF PERSONAL DATA**

You determine the Personal Data to which You provide Licensor access to in order to perform the Services. This may involve the Processing of Personal Data of the following categories of Your Data Subjects:

- User's data;
- Employees and applicants;

- Suppliers, agents and contractors data.

The Processing of Personal Data may also include the following categories of Personal Data:

- Direct identifiers such as first name, last name, date of birth, and IP address;
- Communications data such as telephone number, email address;
- Other Personal Data to which You provide Licensor access in connection with the provision of Services.

You will not provide Licensor with access to any information that is:

- relating to bank cards and User accounts, and any bank data;
- specific categories of Personal Data, including, but not limited to, data relating to racial and / or nationality, political views, religious or philosophical beliefs, health, intimate life, sexual orientation, biometric data, genetic data, and any other data that are classified as special in personal data legislation;
- data beyond what is necessary to comply with the purpose of processing such Personal Data;
- data, the disclosure of which may cause significant harm to the Data Subjects, violate the privacy of the Data Subject.

## **SUB-PROCESSING**

Subject to the terms of this DPA, You authorize Licensor to engage the Sub-Processors and affiliates for the Processing of Personal Data. The Licensor will provide details of any change in the Sub-Processors as soon as reasonably practicable if You opts-in to receive such email notifications.

At least fourteen (14) calendar days before authorizing any new sub-Processor to access Personal Data, Licensor will update the list of the Sub-Processors and affiliates.

**Objection Right for new Sub-processors.** You may object to Licensor's appointment or replacement of the Sub-Processor prior to its appointment or replacement, provided such objections in writing and based on reasonable grounds relating to data protection. In such event, the parties agree to discuss commercial reasonable alternative solutions in good faith. If it is impossible to reach a resolution within ninety (90) days, You may suspend or terminate the affected Service in accordance with the termination provisions of the Terms. Such termination will be without prejudice to any fees incurred by You prior to suspension or termination. If no objection has been raised prior to Licensor replacing or appointing the new Sub-Processor, the Licensor will deem You to have authorized the new Sub-Processor.

**Sub-processor Liability.** Where the Licensor engages the Sub-Processors, the Licensor will impose data protection terms on the Sub-Processors that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the services provided by such Sub-Processors. The Licensor remains liable for any breach of this DPA that is caused by an act, error or omission of its Sub-Processors.

## **INTERNATIONAL TRANSFER OF PERSONAL DATA**

You acknowledge and agree that Licensor may access and Process Personal Data on a global basis as necessary to provide Services in accordance with the Terms, and in particular that Personal Data will be transferred to other jurisdictions where Licensor's affiliates and Sub-Processors have operations. Licensor will ensure such transfers are made in compliance with the requirements of Applicable Data Protection Laws. Licensor will follow the requirements of this DPA regardless of where such Personal Data is stored or Processed. Where the Processing involves the international transfer of Personal Data of EU Data Subjects under Applicable Data Protection Laws to Licensor, affiliates or sub-Processors in a jurisdiction (i) that has not been deemed by the European Commission to provide an adequate level of data protection, and (ii) there is not another legitimate basis for the international transfer of such Personal Data, such transfers are subject to either the EU Standard Contractual Clauses or other valid transfer mechanisms available under Applicable Data Protection Laws.

For international transfers subject to the EU Standard Contractual Clauses, You and Licensor shall use the unmodified EU Standard Contractual Clauses, irrespective of Your location. For such purposes, You will act as the Data Exporter on Your behalf and on behalf of any of Your entities, Licensor will act as the Data Importer on its own behalf and/or on behalf of its affiliates, and any sub-Processors will act as “subcontractors”.

#### **ADDITIONAL PROVISIONS FOR EUROPEAN DATA**

**Scope.** This Section (Additional Provisions for European Data) shall apply only with respect to European Data.

**Roles of the Parties.** When Processing European Data in accordance with Your Instructions, the Parties acknowledge and agree that You are the Controller of European Data and the Licensor is the Processor.

**Instructions.** If the Licensor believes that Your Instruction infringes European Data Protection Laws (where applicable), it will inform You without delay.

**Notification and Objection to the New Sub-Processors.** The Licensor will notify You of any changes to the Sub-processors by updating the Sub-Processors Page and will give You the opportunity to object to the engagement of the new Sub-Processor on reasonable grounds relating to the protection of Personal Data within 30 days after updating the Sub-Processors Page. If You notify Us of such an objection, the Parties will discuss Your concerns in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, the Licensor will, at its sole discretion, either not appoint the new Sub-Processor, or permit You to suspend or terminate the affected Service in accordance with the termination provisions of the Terms without liability to either party (but without prejudice to any fees incurred by You prior to suspension or termination).

**Data Protection Impact Assessments and Consultation with Supervisory Authorities.** To the extent that the required information is reasonably available to the Licensor, and You do not otherwise have access to the required information, the Licensor will provide reasonable assistance to You with any data protection impact assessments, and prior consultations with supervisory authorities or other competent data privacy authorities to the extent required by European Data Protection Laws.

#### **Transfer Mechanisms for Data Transfers.**

2. The Licensor will not transfer European Data to any country or recipient not recognized as providing an adequate level of protection for Personal Data (within the meaning of European Data Protection Law), unless it first takes all such measures as are necessary to ensure the transfer is following applicable European Data Protection Laws. Such measures may include (without limitation) transferring such data to a recipient that is self-certified to the Privacy Shield, to a recipient that has achieved binding corporate rules authorization in accordance with European Data Protection Law, or to a recipient that has executed appropriate standard contractual clauses adopted or approved by the European Commission.
3. You acknowledge that in connection with the performance of the Services, the Licensor is a recipient of European Data in the United States.

The Parties agree that the Licensor makes available the transfer mechanisms listed below:

- a. **Standard Contractual Clauses:** Tovie AI agrees to abide by and process European Data in compliance with the Standard Contractual Clauses, provided that notwithstanding the foregoing the parties agree that where the Tovie AI contracting entity under the Agreement is not Tovie AI, such contracting entity (not Tovie AI) will remain fully and solely responsible and liable to Customer for the performance of the Standard Contractual Clauses by Tovie AI. If and to the extent the Standard Contractual Clauses (where applicable) conflict with any provision of this DPA, the Standard Contractual Clauses shall prevail to the extent of such conflict.
- b. **Privacy Shield:** For as long as Tovie AI is self-certified to the Privacy Shield and to the extent that the Standard Contractual Clauses are revoked, or held by a court of competent jurisdiction to be invalid the parties acknowledge and agree that:

- (i) the Licensor will be deemed to provide adequate protection for European Data (within the meaning of European Data Protection Laws) by virtue of having self-certified its compliance with Privacy Shield;
- (ii) the Licensor will process European Data in compliance with the Privacy Shield Principles; and
- (iii) if the Licensor is unable to comply with this requirement, the Licensor will inform You.

**Demonstration of Compliance.** The Licensor will make available to You all information reasonably necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections by You in order to assess compliance with this DPA. You acknowledge and agree that it shall exercise its audit rights under this DPA by instructing the Licensor to comply with the audit measures described in this sub-section. You acknowledge that the Service is hosted by the Licensor's data center partners who maintain independently validated security programs (including SOC 2 and ISO 27001) and the Licensor's systems are regularly tested by independent third-party penetration testing firms. Upon request, the Licensor will supply (on a confidential basis) a summary copy of its penetration testing report(s) to You so that You can verify the Licensor's compliance with this DPA. Further Your written request, the Licensor will provide written responses (on a confidential basis) to all reasonable requests for information made by You necessary to confirm the Licensor's compliance with this DPA, provided that You will not exercise this right more than once per calendar year.

#### **ADDITIONAL PROVISIONS FOR CALIFORNIA PERSONAL INFORMATION**

**Scope.** This Section (Additional Provisions for California Personal Information) shall apply only with respect to California Personal Information.

**Roles of the Parties.** When processing California Personal Information in accordance with Your Instructions, the Parties acknowledge and agree that You are a Business and the Licensor is the Service Provider for the purposes of the CCPA.

**Responsibilities.** The Parties agree that the Licensor will process California Personal Information as the Service Provider strictly for the purpose of performing the Services under the Terms (the Business Purpose). The Licensor uses service data for its own legitimate Business Purpose as per the Privacy Policy. The parties agree that the Licensor will not:

- (i) Sell California Personal Information (as defined in the CCPA);
- (ii) retain, use, or disclose California Personal Information for a commercial purpose other than for the Business Purpose or as otherwise permitted by the CCPA; or
- (iii) retain, use, or disclose California Personal Information outside of the direct business relationship between Customer and Tovie AI.

**Certification.** The Licensor certifies that it understands and will comply with the restrictions set out in the Section (Responsibilities).

#### **DATA SUBJECT REQUESTS**

Licensor will make available to You the Personal Data of Your Data Subjects and the ability to fulfill requests by Data Subjects to exercise one or more of their rights under Applicable Data Protection Laws in a manner consistent with Licensor's role as a Data Processor. Licensor will provide reasonable assistance to assist with Your response. If Licensor receives a request directly from Your Data Subject to exercise one or more of their rights under Applicable Data Protection Laws, Licensor will direct the Data Subject to You unless prohibited by law. You will be solely responsible for responding substantively to any such Data Subject Requests or communications involving Personal Data.

#### **SECURITY**

The Licensor shall implement and maintain appropriate technical and organizational practices designed to protect Personal Data against any misuse or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to

Personal Data. Licensor seeks to continually strengthen and improve its security practices, and so reserves the right to modify its security measures.

## **CONFIDENTIALITY**

The Licensor shall maintain the Personal Data in confidence, and in particular, unless You have given written consent to do so, the Licensor shall not disclose any Personal Data supplied to any third party. The Licensor shall not process or make any use of any Personal Data supplied to it otherwise than in connection with the provision of the Services.

Licensor's employees are bound by appropriate confidentiality Terms and required to take regular data protection training as well as comply with corporate privacy and security policies and procedures.

Nothing in this DPA shall prevent either party from complying with any requirement to disclose Personal Data where such disclosure is required by law. In such cases, the Licensor required to disclose shall notify You of the disclosure requirements prior to disclosure, unless such notification is prohibited by law.

## **PERSONAL DATA BREACH**

Licensor shall notify You without undue delay after becoming aware of a Personal Data Breach involving Personal Data in Licensor's possession, custody or control. Such notification shall at least:

- (i) describe the nature of the Personal Data Breach including, where possible, the categories and approximate number of Your Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
- (ii) provide the name and contact details of the data protection officer or other contact where more information can be obtained; and
- (iii) (iii) describe the measures taken or proposed to be taken to address the Personal Data Breach including, where appropriate, measures to mitigate its possible adverse effects. You will coordinate with Licensor on the content of any public statements or required notices to individuals and/or supervisory authorities.

## **YOUR INSTRUCTIONS AND PROVIDING INFORMATION & ASSISTANCE**

You agree that the Terms (including this DPA), together with Your use of the Service in accordance with the Terms, constitute Your complete and final instructions to Licensor in relation to the Processing of Personal Data, and additional instructions outside the scope of the instructions shall require prior written Terms between Licensor and You.

You may provide additional instructions to Licensor related to the Processing of Personal Data that are necessary for You and Licensor to comply with our respective obligations under Applicable Data Protection Laws as a Data Controller and Data Processor. Licensor will comply with Your instructions at no additional charge, provided that in the event that Your instructions impose costs on Licensor beyond those included in the scope of Services under the Terms, the parties agree to negotiate in good faith to determine the additional costs. Licensor will promptly inform You if it believes that Your instructions are not consistent with applicable Data Protection Laws, provided that Licensor shall not be obligated to independently inspect or verify Your Processing of Personal Data. The Licensor will provide You with information reasonably necessary to assist You in enabling Your compliance with Your obligations under Applicable Data Protection Laws, including without limitation obligations under the E.U General Data Protection Regulation to implement appropriate data security measures, carry out a data protection impact assessment and consult the competent supervisory authority (taking into account the nature of Processing and the information available to Licensor), and as further specified in this DPA.

## **RETURN AND DELETION OF PERSONAL DATA**

The Licensor shall, at Your written request, delete (or otherwise dispose of) the Personal Data or return it in the format(s) reasonably requested within a reasonable time after the earlier of the following:

- a) the end of the provision of the Services; or
- b) the processing of that Personal Data by Licensor is no longer required for the performance of Licensor's obligations under Terms and this DPA.

Following the deletion, disposal, or return of the Personal Data, Licensor shall delete (or otherwise dispose of) all further copies of the Personal Data that it holds, unless retention of such copies is required by law, in which case Licensor shall inform You of such requirement(s) in writing.

## **AUDIT**

In the event the information You request of Licensor does not satisfy Your obligations under Applicable Data Protection Laws, You may carry out an audit of Licensor's Processing of Personal Data up to one time per year or as otherwise required by Applicable Data Protection Laws. To request an audit, You must provide Licensor with a proposed detailed audit plan three weeks in advance, and Licensor will work with You in good faith to agree on a final written plan. Any such audit shall be conducted at Your own expense, during normal business hours, without disruption to Licensor's business, and in accordance with Licensor's security rules and requirements. Prior to any audit, Licensor undertakes to provide You reasonably requested information and associated evidence to satisfy Your audit obligations, and You undertake to review this information prior to undertaking any independent audit. If any of the requested scope of the audit is covered by an audit report issued to Licensor by a qualified third-party auditor within the prior twelve months, then the parties agree that the scope of Your audit will be reduced accordingly. Prior to any third-party audit, such auditor shall be required to execute an appropriate confidentiality agreement with Licensor. If the third party is Your supervisory authority that applicable law enables it to audit Licensor directly, Licensor will cooperate with and provide reasonable assistance to the supervisory authority in accordance with applicable law. You will provide Licensor with a copy of any final report unless prohibited by Applicable Data Protection Laws, will treat the findings as Confidential Information in accordance with the terms of the Terms (or confidentiality agreement entered into between You and Licensor), and use it solely for the purpose of assessing Licensor's compliance with the terms of the Terms, this DPA and Applicable Data Protection Laws.

## **PARTIES TO THIS DPA**

**Permitted Affiliates.** By accepting the Terms, You enter into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Permitted Affiliates, thereby establishing a separate DPA between the Licensor and each such Permitted Affiliate subject to the Terms, this Section, Section (General provisions) and this DPA. Each Permitted Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Terms.

**Authorization.** The legal entity agreeing to this DPA as You represents that it is authorized to agree to and enter into this DPA for and on behalf of Yourself and, as applicable, each of its Permitted Affiliates.

**Remedies.** Except where applicable Data Protection Laws require the Permitted Affiliate to exercise a right or seek any remedy under this DPA against the Licensor directly by itself, the parties agree that:

- (i) solely Your entity that is the contracting party to the Terms will exercise any right or seek any remedy any Permitted Affiliate may have under this DPA on behalf of Your Affiliates, and
- (ii) Your entity that is the contracting party to the Terms will exercise any such rights under this DPA not separately for each Permitted Affiliate individually but in a combined manner for itself and all of its Permitted Affiliates together. Your entity that is the contracting entity is responsible for coordinating all communication with the Licensor under the DPA and be entitled to make and receive any communication related to this DPA on behalf of Your Permitted Affiliates.

**Other rights.** The Parties agree that You will, when reviewing the Licensor's compliance with this DPA pursuant to Section (Demonstration of Compliance. Additional Provisions for European Data), take all reasonable measures to limit any impact on the Licensor and its Affiliates by combining several audit requests carried out on behalf of Your entity that is the contracting party to the Terms and all of Your Permitted Affiliates in one single audit.

## **GENERAL PROVISIONS**

**Amendments.** Notwithstanding anything else to the contrary in the Terms and without prejudice to Section (Security), the Licensor reserves the right to make any updates and changes to this DPA.

**Severability.** If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA shall not be affected.

**Governing Law.** This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Terms, unless required otherwise by Data Protection Laws.



**ANNEX – SECURITY MEASURES**  
**TO THE DATA PROCESSING ADDENDUM**  
**TO THE TOVIE AI CLOUD TERMS OF SERVICE**

This Annex forms part of the DPA.

The Licensor currently observes the Security Measures described in this Annex. All capitalized terms not otherwise defined herein shall have the meanings as set forth in the Terms.

**ACCESS CONTROL**

**a. Preventing Unauthorized Services Access**

**Outsourced processing:** The Licensor hosts its Service with outsourced cloud infrastructure providers. Additionally, the Licensor maintains contractual relationships with vendors in order to provide the Service in accordance with the DPA. The Licensor relies on contractual agreements, privacy policies, and vendor compliance programs in order to protect data processed or stored by these vendors.

**Physical and environmental security:** The Licensor hosts its Service's infrastructure with multi-tenant, outsourced infrastructure providers. The physical and environmental security controls are audited for SOC 2 Type II and ISO 27001 compliance, among other certifications.

**Authentication:** The Licensor implemented a uniform password policy for its customer products. You who interact with the Services via the user interface must authenticate before accessing non-public customer data.

**Authorization:** Your Data is stored in multi-tenant storage systems accessible to You via only application user interfaces and application programming interfaces. You are not allowed direct access to the underlying application infrastructure. The authorization model in each of the Licensor's Services is designed to ensure that only the appropriately assigned individuals can access relevant features, views, and customization options. Authorization to data sets is performed through validating the user's permissions against the attributes associated with each data set.

**Application Programming Interface (API) access:** Public product APIs may be accessed using an API key or through OAuth authorization.

**b. Preventing Unauthorized Services Use**

The Licensor implements industry standard access controls and detection capabilities for the internal networks that support its Services.

**Access controls:** Network access control mechanisms are designed to prevent network traffic using unauthorized protocols from reaching the Service's infrastructure. The technical measures implemented differ between infrastructure providers and include Virtual Private Cloud (VPC) implementations, security group assignment, and traditional firewall rules.

**Intrusion detection and prevention:** The Licensor implemented a Web Application Firewall (WAF) solution to protect hosted customer websites and other internet-accessible applications. The WAF is designed to identify and prevent attacks against publicly available network services.

**Static code analysis:** Security reviews of code stored in the Licensor's source code repositories is performed, checking for coding best practices and identifiable software flaws.

**Penetration testing:** The Licensor maintains relationships with industry recognized penetration testing service providers for annual penetration tests. The intent of the penetration tests is to identify and resolve foreseeable attack vectors and potential abuse scenarios.

**c. Limitations of Privilege & Authorization Requirements**

**Service's access:** A subset of the Licensor's employees have access to the Services and to customer data via controlled interfaces. The intent of providing access to a subset of employees is to provide effective customer support, to troubleshoot potential problems, to detect and respond to security incidents and implement data security. Access is enabled through "just in time" requests for access; all such requests are logged. Employees are granted access by role, and reviews of high-risk privilege grants are initiated daily. Employee roles are reviewed at least once every six months.

**Background checks:** All the Licensor's employees undergo the third-party background check prior to being extended an employment offer, in accordance with and as permitted by the applicable laws. All employees are required to conduct themselves in a manner consistent with company guidelines, non-disclosure requirements, and ethical standards.

**TRANSMISSION CONTROL**

**In-transit:** The Licensor makes HTTPS encryption (also referred to as SSL or TLS) available on every one of its login interfaces and for free on every customer site hosted on The Licensor Services. The Licensor's HTTPS implementation uses industry standard algorithms and certificates.

**At-rest:** The Licensor stores user passwords following policies that follow industry standard practices for security. The Licensor has implemented technologies to ensure that stored data is encrypted at rest.

**INPUT CONTROL**

**Detection:** The Licensor designed its infrastructure to log extensive information about the system behaviour, traffic received, system authentication, and other application requests. Internal systems aggregated log data and alert appropriate employees of malicious, unintended, or anomalous activities. The Licensor personnel, including security, operations, and support personnel, are responsive to known incidents.

**Response and tracking:** The Licensor maintain a record of known security incidents that includes description, dates and times of relevant activities, and incident disposition. Suspected and confirmed security incidents are investigated by security, operations, or support personnel; and appropriate resolution steps are identified and documented. For any confirmed incidents, The Licensor will take appropriate steps to minimize Your damage or unauthorized disclosure. Notification to You will be in accordance with the terms of the DPA or the Terms.

**AVAILABILITY CONTROL**

**Infrastructure availability:** The infrastructure providers use commercially reasonable efforts to ensure a minimum of 99.95% uptime. The providers maintain a minimum of N+1 redundancy to power, network, and HVAC services.

**Fault tolerance:** Backup and replication strategies are designed to ensure redundancy and fail-over protections during a significant processing failure. Your data is backed up to multiple durable data stores and replicated across multiple availability zones.

**Online replicas and backups:** Where feasible, production databases are designed to replicate data between no less than 1 primary and 1 secondary database. All databases are backed up and maintained using at least industry standard methods.

The Licensor's Services are designed to ensure redundancy and seamless failover. The server instances that support the Services are also architected with a goal to prevent single points of failure. This design assists the Licensor operations in maintaining and updating the Services and backend while limiting downtime.