



OPTIV SECURITY LIMITED SALES QUOTE TERMS AND CONDITIONS

The following terms and conditions govern Optiv's sale of the Products (defined below) set forth on a sales quote or offer ("Sales Quote"). These terms and conditions are binding upon the party identified in the Sales Quote ("Client") and OPTIV SECURITY LIMITED or the applicable Affiliate identified on the Sales Quote ("OPTIV").

1. PRODUCTS

- (a) **Orders.** To purchase Products from OPTIV, Client shall issue a purchase order or similar order to OPTIV ("Purchase Order"). All Purchase Orders are binding and irrevocable once issued by Client. Client is solely responsible for the accuracy of any Purchase Orders issued by Client. OPTIV may accept or reject any Purchase Order in its sole discretion. If Client does not use Purchase Orders for procurement, the parties may agree to include a signature block on a Sales Quote. If Client signs the signature block, the signed Sales Quote will be deemed a binding and irrevocable Purchase Order. "Product(s)" means all hardware, appliances, equipment, software, support, maintenance, services, and other products which are (i) manufactured, licensed, or provided by Vendors, and (ii) resold by OPTIV to Client. "Vendor(s)" means third party manufacturers, vendors, licensors, or providers of hardware, appliances, equipment, software, support, maintenance, services, and other products.
- (b) **Invoices and Payment.** OPTIV will invoice Client for the Products upon shipment of the Products. All invoices are due in accordance with the payment terms specified on the Sales Quote. Unless otherwise provided, OPTIV's invoices are due and payable by Client in full within thirty (30) days from the invoice date. Undisputed invoices not paid by the due date will bear interest from the due date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. Client shall also be responsible for all costs incurred by OPTIV in connection with collecting past due undisputed invoices.
- (c) **Shipping Fees.** Client is responsible for all shipping, handling, and insurance fees for the Products.
- (d) **Taxes and Fees.** Client is responsible for the payment of any sales, use, excise, value added, services, consumption, or other tax as well as all fees, duties, tariffs, customs fees, withholdings, and charges imposed by reason of the shipment, delivery, sale, and/or use of the Products (excluding any OPTIV income taxes) unless Client provides OPTIV with a valid and applicable exemption certificate or resale certificate. OPTIV shall itemize sales or use taxes separately on its invoices.
- (e) **Warranties and Terms.** OPTIV warrants that it has full right, power, and authority to sell the Products to Client, and that the Products are free and clear of all liens and similar encumbrances of any kind. Client acknowledges that: (i) it has made the selection of the Products based on its own judgment and expressly disclaims any reliance upon statements made by OPTIV, (ii) OPTIV is an authorized reseller of the Products, (iii) Client's use of the Products is subject to the applicable Vendor's end user license agreement, service level agreement, terms of use or service, or other end user agreements or documents, and (iv) the only representations, warranties, indemnities, and other terms relating to the Products are those offered by the applicable Vendor, and OPTIV has no responsibility in connection therewith, (v) Client expressly acknowledges OPTIV provide no indemnity against infringement of any patent, copyright, trademark, or other intellectual property rights with respect to the Products, and (vi) Client assumes all responsibility for ensuring that the Products are used in accordance with all applicable laws and regulations. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND OF ANY OTHER OBLIGATION ON THE PART OF OPTIV, WITH RESPECT TO THE PRODUCTS.
- (f) **Import/Export.** Client acknowledges that the Products may be subject to Export Control Laws (defined below). Client hereby agrees not to export, re-export, or otherwise distribute Products in violation of any Export Control Laws and to comply with applicable Export Control Laws. Client warrants that it will not purchase, export, or re-export any Products with knowledge they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless permitted by applicable laws. "Export Control Law(s)" means all applicable export laws and regulations for countries of Product origin and destination.
- (g) **Risk of Loss and Title.** Title to the Products shall vest in Client upon delivery to the carrier for shipment (FOB shipping point). OPTIV will ship and deliver the Products to the Client's specified place of delivery using a carrier selected by OPTIV; provided, however, that Client shall be responsible for clearing any necessary customs with respect to the Products. Client shall bear the risk of loss, damage, and destruction from every cause once the Products have been delivered to the carrier. Client shall unload and inspect the Products upon delivery, and Client shall be responsible for notifying OPTIV of any defect or damage to the Products or of any claim arising hereunder within five (5) days of the delivery of the Products. Client's failure to advise OPTIV of such defect, damage, or claim within the specified time period will release OPTIV and the carrier from any liability for damages related thereto.

2. DATA PROCESSING

To the extent that either party processes Personal Data of the other in connection with the transaction(s) contemplated hereunder, the following data processing terms shall apply.

(a) Definitions.

"**Affiliate(s)**" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party to these terms and conditions.

"**Business Purposes**" means as needed for OPTIV to resell the Product(s); as specified in a Sales Quote or Purchase Order; as otherwise agreed upon between the parties in writing from time to time; and/or as required by law.

"**Data Protection Laws**" means all applicable privacy and data protection laws, including the GDPR and any applicable national implementing laws, regulations and secondary legislation in any Member State of the European Union relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC).

"**Data Subject**" means an individual who is the subject of Personal Data.

"**Personal Data**" means any information relating to an identified or identifiable natural person that is processed by OPTIV for Client or processed by Client for OPTIV as a result of, or in connection with, the provision of the Product(s) and any applicable Sales Quote or Purchase Order; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data transmitted, stored or otherwise processed by one party for the other hereunder.

"**Process**", "**Processes**" or "**Processing**" means any operation or set of operations which involves use of Personal Data, whether or not by automated means, including but not limited to: collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(b) Processing Purposes and Personal Data Types.

- i. **Processing.** OPTIV and Client each acknowledge that for the purposes of the Data Protection Laws: (a) Client is, depending on the data, a controller or a processor of the Personal Data ("Client Personal Data"), and in regards to Client Personal Data, OPTIV is the processor or sub-processor thereof; and (b) OPTIV is, depending on the data, a controller or a processor of the Personal Data ("OPTIV Personal Data"), and in regards to OPTIV Personal Data, Client is the processor or sub-processor thereof. Each party, in its capacity as processor or sub-processor of the other party's Personal Data may hereinafter be referred to as "Processor".
- ii. **Purposes.** The duration, Personal Data categories, and Data Subject types that each party may process for the other are as follows:



A. **DURATION OF PROCESSING.** Term of the relevant Sales Quote or Purchase Order, otherwise as necessary to fulfill obligations hereunder, and as required by law.

B. **PERSONAL DATA CATEGORIES.** Client's employees' names and contact information, which may include but is not limited to business addresses, email addresses, phone numbers, IP addresses, user names, and transaction history. OPTIV's employees' names and contact information, which may include but is not limited to business addresses, email addresses, and phone numbers.

C. **DATA SUBJECT TYPES.** Current, former, prospective employees of Client; current and former employees of OPTIV.

(c) **Data Processing Representations and Warranties.**

Each party, as a Processor of the other party's Personal Data, represents and warrants that it will:

- i. process Personal Data only to the extent and in such manner as is necessary for the Business Purposes and that it will not process the Personal Data for any other purpose or in a way that does not comply with these terms and conditions or the Data Protection Laws;
- ii. take appropriate technical and organizational measures to prevent the unauthorized or unlawful processing of, accidental loss or destruction of, or damage to, Personal Data in its control or possession, and will ensure a level of security appropriate to: (A) the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage, (B) the nature of the Personal Data protected, and (C) comply with all applicable Data Protection Laws;
- iii. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and not to disclose it to third parties unless such disclosure is specifically authorized by the other party, or as required by law;
- iv. promptly comply with any request or instruction of the other party requiring Processor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorized processing; and
- v. promptly notify the other party of any changes to Data Protection Laws that may adversely affect Processor's performance hereunder.

(d) **Processor Personnel.**

- i. **Employee training.** Processor will ensure that all of its employees who handle Personal Data have undertaken training on the Data Protection Laws, and are aware of Processor's duties and obligations under: (i) the Data Protection Laws; and (ii) these terms and conditions, including any applicable Sales Quote and/or Purchase Order.
- ii. **Background Checks.** Processor will conduct background checks on all of its employees with access to Personal Data, consistent with applicable law.
- iii. **Subcontractors.** Each party consents to Processor's use of Affiliates and subcontractors for the processing of Personal Data in connection with the Business Purposes; provided that Processor shall inform the other party of any new sub-processor it intends to engage, to allow such party to object to the engagement of any such sub-processor. Processor shall require all of its sub-processors to abide by substantially the same obligations as are required under these terms and conditions and Processor remains responsible at all times for its Affiliates' and sub-processors' compliance with the terms herein.

(e) **Security Standards.** Processor has implemented and will maintain appropriate technical and organizational measures to protect against unauthorized or unlawful processing, loss, destruction of, or damage to the Personal Data in Processor's control or possession, appropriate to: (a) the harm that might result therefrom; and (b) the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any such measures. Processor will review its security measures, at least annually, to ensure such measures remain current and complete.

(f) **Personal Data Breach.**

- i. **Loss or Destruction.** Processor will promptly and without undue delay notify the other party if any of the other party's Personal Data in Processor's control or possession is lost or destroyed, or becomes damaged, corrupted, or unusable.
- ii. **Notification.** Processor will, as soon as practicable and without undue delay, notify the other party if it becomes aware of any Personal Data Breach of the other party's Personal Data in Processor's control or possession, and shall provide the other party with a description of the nature of the Personal Data Breach, including approximate number of Data Subjects and Personal Data records concerned, likely consequences, and description of measures taken or proposed to mitigate possible adverse effects. Processor will not inform any third party of any such Personal Data Breach without first obtaining the other party's prior written consent, except when required to do so by law. Processor agrees that the other party, or where the other party is acting as a processor on behalf of a controller, that controller, has the sole right to determine: (a) whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or, as applicable, in the other party's or the third-party controller's discretion, including the contents and delivery method of the notice; and (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- iii. **Remedy and Assistance.** Immediately following any Personal Data Breach of the other party's Personal Data in Processor's control or possession, the parties will co-ordinate with each other to investigate the matter. Processor will reasonably co-operate with the other party, including (i) assisting with any investigation; (ii) facilitating interviews with employees, former employees and others involved in the matter; (iii) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Laws or as otherwise reasonably required by the other party; and (iv) taking reasonable and prompt steps to mitigate the effects and to minimize any damage resulting from such Personal Data Breach.
- iv. **Expense.** Each party will cover all expenses associated with its performance of its obligations required under this Section.

(g) **Cross-Border Transfers of Personal Data.** Client consents to OPTIV's processing of Personal Data outside the European Economic Area ("EEA"), specifically in the United States of America. In order to comply with the Data Protection Laws, the parties agree to (1) comply with, and execute as necessary, the latest version of the Standard Contractual Clauses/EU Model Clauses, which are hereby incorporated by reference (where Client is the entity exporting Personal Data to OPTIV outside the EEA), and (2) take all other actions required by law to legitimize the transfer. In the case of conflict or ambiguity between any of these terms and conditions and the Standard Contractual Clauses, the provisions of the Standard Contractual Clauses will prevail.

(h) **Data Subject Requests and Third Party Rights.**

- i. **Data Subject and Supervisory Authority Requests.** Each party will, at no additional cost, take such technical and organizational measures as may be appropriate, and promptly provide such information as may reasonably be required, to enable the other party to comply with: (i) the rights of Data Subjects under the Data Protection Laws, including Data Subject access rights, the right to rectify and erase Personal Data, the right to object to the processing and automated processing of Personal Data, and the right to restrict the processing of Personal Data, and (ii) information or assessment notices served on the other party by any supervisory authority under the Data Protection Laws. Processor will notify the other party within five (5) business days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Laws.
- ii. **Compliance Notification and Cooperation.** Processor will notify the other party as soon as practicable if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the other party's Personal Data or to the other party's compliance with the Data Protection Laws. Processor will give the other party its reasonable co-operation and assistance in responding to any such complaint, notice, communication or Data Subject request.
- iii. **Disclosure.** Processor shall not disclose the other party's Personal Data to any Data Subject or to any third party, other than at the other party's or the relevant data controller's direct request or instruction, unless otherwise required by law.

(i) **Records and Audit.**

- i. **Records.** Processor will keep detailed, accurate and up-to-date written records regarding any processing of the other party's Personal Data. Processor will ensure records are sufficient to enable the other party to verify compliance with the obligations under these terms and conditions, and Processor will provide the other party with copies of such records upon thirty (30) days prior written request.
- ii. **General Audits.** Throughout the term hereof, and upon at least thirty (30) days advance notice, Processor will allow the other party to audit its books, records, policies and procedures pertaining to Processor's processing of the other party's Personal Data, to verify compliance with these terms and conditions. Processor will provide the other party with reasonable assistance to conduct such audits; provided, however, that audits shall be limited to once per twelve (12) month period and shall be conducted so as not to interfere with Processor's normal business operations.
- iii. **Annual Assessments.** At least once a year, Processor will conduct audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under these terms and conditions. Processor agrees that it will promptly address any exceptions noted in its audit reports.
- iv. **Data Return and Destruction.** At the other party's request, Processor will give the other party a copy of or access to all or any requested part of the other party's Personal Data in Processor's possession or control in the format and on the media reasonably specified by the other party. Upon termination or expiration of the applicable Sales Quote or Purchase Order for any reason, and upon written direction of the other party, Processor will securely delete, destroy, or return and not retain, all or any of the other party's Personal Data in Processor's control or possession related hereto. Processor agrees that it will certify in writing after it has completed destruction of the other party's Personal Data once such destruction is complete.

3. MISCELLANEOUS

- (a) **Limitation of Liability.** In no event will OPTIV, its Affiliates, or any of their respective officers, directors, employees, or agents, be liable to Client, its Affiliates, or its vendors, or any of their respective officers, directors, employees, or agents, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability and negligence), for lost profits or revenues, for loss of use or loss or corruption of data, for equipment or systems outages or downtime, or for any indirect, special, exemplary, punitive, multiple, incidental, consequential, or similar damages, arising out of or in connection with the Products, these terms and conditions, or otherwise, even if advised of the possibility of such damages. In no event will OPTIV's, its Affiliates', or any of their respective officers', directors', employees', or agents' aggregate liability for all claims arising out of or in connection with the Products, these terms and conditions, and otherwise exceed the amount of fees actually paid by Client for the applicable Product which is the subject of the claim during the twelve (12) months preceding the date of the claim. No action regarding the Products (other than with respect to payments hereunder) may be brought more than one (1) year after the first to occur of either (i) the delivery of the Products, or (ii) the claimant party's knowledge of the event giving rise to such cause of action.
- (b) **Sales Quote Confidential.** This Sales Quote is the confidential, exclusive property of OPTIV and is made available for use by Client and its immediate employees only.
- (c) **Assignment.** Neither party shall be permitted to assign these terms and conditions or any of its rights and obligations pursuant to these terms and conditions, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign these terms and conditions without consent (i) to any parent, subsidiary, or other Affiliate in connection with a merger involving it or any of its Affiliates, or (ii) in connection with an acquisition of all or substantially all of a party's or its' Affiliates' assets or equity interests. In addition, OPTIV may assign or delegate any of its rights or obligations under these terms and conditions, in whole or in part, to any of its Affiliates without consent. Any other assignment without the other parties' consent is void.
- (d) **Dispute Resolution.** In the event of any dispute arising out of or relating to the Products and/or these terms and conditions, the parties shall attempt to resolve the dispute first through good faith negotiations between the parties' senior executives. If the matter is not resolved by the parties' senior executives within thirty (30) days after the commencement of such negotiations, the parties shall attempt to resolve the dispute by mediation with a neutral third-party mediator acceptable to both parties. Mediation expenses shall be shared equally by the parties. Nothing in this Section shall be construed as prohibiting a party from applying to a court for interim injunctive relief or from immediately initiating a lawsuit with respect to any uncontested, unpaid fees due under this Agreement.
- (e) **Force Majeure.** Neither party shall be liable for delays, failure to meet their obligations, or damages due to events, circumstances, or causes beyond that party's reasonable control, including without limitation war, terrorism, riots, acts of God, floods, fire, earthquakes, third party hacking attempts or attacks, viruses, malware, and similar software programs, and denial of service attacks. The nonperforming party must promptly notify the other party of such event, circumstance, or cause and takes all reasonable steps to recommence performance promptly. Notwithstanding the foregoing, no such events, circumstances, or causes shall excuse Client's obligation to pay undisputed amounts when due hereunder.
- (f) **Governing Law and Venue.** The Sales Quotes and these terms and conditions will be governed by, and construed and enforced in accordance with, the laws of England and Wales, excluding conflicts of law principles. Exclusive jurisdiction for any lawsuit or claim in connection with this the Sales Quotes and these terms and conditions shall be in the courts of England and Wales.
- (g) **No Joint and Several Liability.** Only the entity that issues a Sales Quote or accepts a Purchase Order will be liable with respect to such Sales Quote and Purchase Order. There shall be no joint and several liability with respect to OPTIV Affiliates.
- (h) **Notices.** Any notice permitted or required under this Agreement shall be deemed to have been given if it is in writing and (i) personally served or delivered, (ii) mailed by registered or certified mail (return receipt requested), or (iii) delivered by a national overnight courier service with confirmed receipt, to the parties at the addresses set forth in the Quote.
- (i) **Survival.** Any of these terms and conditions that expressly or by implication are meant to survive expiration or termination of any applicable Sales Quote or Purchase Order, including but not limited to any provision related to protection of Personal Data, will remain in full force and effect upon such expiration or termination.
- (j) **Entire Agreement.** These terms and conditions contain the entire understanding between the parties with respect to the subject matter hereof and may not be changed except by a separate writing signed by all the parties. Purchase Orders, acknowledgment forms, or similar routine documents may be used by the parties from time to time. The parties agree that any provisions of such routine documents, which purport to add to or change, or which conflict with the provisions of these terms and conditions shall be deemed deleted and have no force or effect.