

This Agreement is entered into by and between SAI Global and Customer as of the Effective Date confirmed in the Customer Order and shall govern all Documentation executed by the parties for the license of Products and the purchase of Services by Customer from SAI Global.

## 1. Definitions

<b>"Affiliate"</b>	means an entity directly or indirectly controlling, controlled by or under common control with a party, where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all of the voting shares; provided that an entity shall be considered an affiliate only for the time during which such control exists.
<b>"Agent"</b>	shall mean any third party, other than an Affiliate, providing services to Customer pursuant to a written contract with Customer and bound by the same confidentiality obligations as Customer under this Agreement.
<b>"Agreement"</b>	means the Customer Order and its Schedules and appendices together with these SAI Global Master Solutions Terms and Conditions.
<b>"Control"</b>	means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "Controlled" will be construed accordingly.
<b>"Controller"</b>	means an entity that, alone or jointly with others, determines the purposes and means of the processing of Personal Data as defined in EU Data Protection Law.
<b>"Customer"</b>	means the customer of SAI Global signing the Customer Order.
<b>"Customer Data"</b>	means any Personal Data that SAI Global Processes on behalf of Customer in the course of providing Services.
<b>"Customer Material"</b>	means all Customer owned or licensed data, content, or other material provided by Customer to SAI Global pursuant to this Agreement, to be included in or used with a Product or Service (including without limitation customer data, logos, policies, procedures, organisation charts, and other proprietary text or graphics), and any other proprietary information collected by SAI Global from Customer or its Users in connection with the provision of a Product or Service pursuant to this Agreement.
<b>"Customer Order"</b>	means the document executed by the parties describing the Products and/or Services to be provided by SAI Global to Customer pursuant to the Agreement. Each Customer Order shall be subject to the terms of this Agreement and may contain additional terms. In case of conflict between this Agreement and a Customer Order, the Agreement will prevail.
<b>"Data Protection Laws"</b>	means all effective data protection and privacy laws applicable to the Processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law.
<b>"Documentation"</b>	means this Agreement; the Customer Order; and any applicable statements of work, addenda, schedules or documents referenced therein.
<b>'Enterprise Employee'</b>	means all current employees or internal contractors (providing internal services) of Customer and its Affiliates or an individual who is an independent contractor of Customer bound by the same confidentiality obligations as Customer under this Agreement together with all Customer Agents. Excludes third parties who are engaged to deliver a specific outcome or who work independently without

supervision by the Customer, such as solicitors being engaged to deliver a contract or a consultancy firm being engaged to install a system or process.

<b>"EU Data Protection Law"</b>	means 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, or "GDPR").
<b>"EEA"</b>	means for the purposes of this Agreement, the European Economic Area, United Kingdom and Switzerland.
<b>"Internet Site(s)"</b>	means the SAI Global controlled internet site(s) to which Customer may be provided access as specified in the Documentation.
<b>"Model Clauses"</b>	means the Standard Contractual Clauses for Processors as approved by the European Commission.
<b>"Personal Data"</b>	means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an 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 as defined in EU Data Protection Law.
<b>"Personal Data Breach"</b>	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.
<b>"Personally Identifiable Information"</b>	means that information identifying a person or persons that is protected by data protection law or regulation within any jurisdiction pursuant to which the Products or Services are being provided under this Agreement.
<b>"Processing"</b>	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, 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>"Process"</b> , <b>"Processes"</b> and <b>"Processed"</b> will be construed accordingly as defined in EU Data Protection Law.
<b>"Processor"</b>	means an entity that processes Personal Data on behalf of a Controller as defined in EU Data Protection Law.
<b>"Product(s)"</b>	means any product(s) to be provided by SAI Global listed and described in the Documentation and all the components of the Product(s), including without limitation, computer software, data, audio, video, text, graphics, animation, etc.; and any materials that are ancillary to the Product (user manuals, instructor guides, etc.), but excluding Customer Materials.
<b>"Service(s)"</b>	means any service(s) to be provided by SAI Global as listed and described in the Documentation.
<b>"Subprocessor"</b>	means a third party engaged by SAI Global to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this Agreement.
<b>"Term"</b>	means the term of the Agreement as described in the Customer Order.

**"User"**

means a current employee or internal contractor (providing internal services) of Customer or an individual who is an independent contractor of Customer who is authorised to use the Product and/or the Services and is under a binding obligation of confidentiality to Customer which protects SAI Global's Confidential Information and intellectual property rights in and to the Products and Services as more fully described in the Documentation.

**2. Licence to Use Products and Services; Restrictions**

- a. Provided that Customer complies with the terms and conditions of this Agreement, and upon payment of any fees specified in the Customer Order, SAI Global grants to Customer a non-exclusive, non-transferable, non-sublicenseable, worldwide license to use the Products as may be described in the Documentation: (i) for internal purposes only, (ii) if applicable, for the number of Enterprise Employees or Users specified in the Customer Order, (iii) for the Term specified in the applicable Customer Order, (iv) if applicable, to access the Products via standard Internet browser and (v) use of documentation in support of the foregoing rights. If permitted by SAI Global, Customer may allow its Agent to host the Product for use by Customer solely in accordance with the terms of this Agreement and as detailed in the Documentation. Customer shall not use the Product except as specified in this Agreement and in the applicable Customer Order.
- b. Except as set forth in the Agreement, no express or implied license or right of any kind is granted to Customer regarding the Product or the Services, including, but not limited to, any right to use, reproduce, market, sell, distribute, transfer, translate, modify, adapt, and disassemble, decompile, or reverse engineer the Product or create derivative works based on the Product or any portions thereof, or derive or obtain possession of any source code or other technical material relating to the Product. Customer shall not rent, assign, transfer or sublicense the Product, provide third parties with access to the Product, use the Product for outsourcing or use the Product for third-party training or otherwise transfer the Products or provide access to the Services to unauthorised persons. Customer shall ensure that its Users and Agents comply with the foregoing restrictions.
- c. Customer shall be responsible for all use of the Products and Services under the access and use rights granted hereunder including without limitation any breach by Users and Agents of the terms and conditions of this Agreement. Customer's Agents may use the Product solely for Customer's internal business use and benefit. Customer shall be responsible for compliance with the terms of this Agreement by its Agents and that use by Agents does not exceed the number of Enterprise Employees or Users.
- d. Without limitation of the foregoing, the Customer shall ensure that all Users and Agents are subject to confidentiality obligations to Customer commensurate with those in Section 6 of this Agreement. For the avoidance of doubt, nothing in this Section 2(d) shall operate to release Customer from any breach of the terms of this Agreement by Users or Agents and Customer shall be liable at all times for the acts and omissions of Users and Agents.
- e. The Products, Services, all methodologies embodied therein, all related intellectual property rights and any copies thereof permitted to be made by Customer and the Internet Sites, are the intellectual property of and are owned by SAI Global or its Affiliates, including all copyrights, trademarks, patents and other intellectual property rights therein. All intellectual property rights not expressly granted to Customer in this Agreement are retained by SAI Global. Customer acknowledges SAI Global's claim that the structure, sequence, organisation and code of the Products and Services are valuable trade secrets and are the Confidential Information of SAI Global. Customer expressly disclaims joint ownership of the Products and Services and expressly disclaims any right to make derivative works of the Products, unless expressly permitted in this Agreement.
- f. SAI Global shall retain all right, title and interest in and to the Product. Customer shall not acquire any rights, express or implied, in the Product or any intellectual property rights related thereto, other than those specified herein. This license is not an agreement for the sale of software.
- g. During performance of any services related to the Product at a Customer location or other location designated by the Customer, at Customer's expense, Customer shall provide SAI Global with: (i) access to the data and computer information systems of Customer as required to provide any configuration or support services related to the Product; (ii) a suitable, safe and secure work environment; and (iii) materials, equipment and access to a facility configured in a manner as SAI Global may reasonably require.
- h. Any Customer Material is the intellectual property of and is owned by Customer. Customer grants to SAI Global a limited license to use the Customer Material for the sole purpose of carrying out SAI Global's obligations hereunder. Where such Customer Material is incorporated into a Product or Service, each party continues to own its respective intellectual property and neither party shall use the other's intellectual property except as provided in this Agreement.

**3. Additional Assets, Enterprise Employees or Users.**

- a. Customer acknowledges and understands that additional license fees will be owed for any use of the Product beyond the number of Assets, Enterprise Employees or Users set forth in the Customer Order.
- b. Customer may have the option to purchase additional Asset, Enterprise Employee or User licenses as specified on the Customer Order by executing an addendum to the Agreement and paying the applicable fees. The license term for such additional Assets, Enterprise Employees or Users will run concurrently with the Term of this Agreement.

**4. Customer Obligations**

- a. If any Product or Service is to be provided via the Internet Site, Customer acknowledges and agrees that it will be responsible for providing all hardware, software, network connectivity (including without limitation the web browser) and all other equipment necessary to access the Product via the Internet Sites and must ensure that all (i) such use and access of the Product via the Internet Site complies with any rules, policies or protocols which apply to such use or access within its workplace and (ii) the equipment, software and bandwidth that meet the minimum specifications for accessing and using the Product.
- b. The Customer agrees to comply with all applicable laws and regulations in using the Product or Service.

**5. Delivery and Payment**

- a. The Products and Services shall meet the requirements and shall be delivered in the manner and pursuant to the Documentation.
- b. Customer agrees to pay the fees thirty (30) days from the invoice date and in accordance with the payment schedule as detailed in this Agreement. Prices are exclusive of sales, use and other applicable taxes and duties (with the exception of those based on SAI Global's income) all of which shall be the responsibility of Customer. In the event SAI Global provides materials in a tangible form (e.g. on a CD-ROM or USB stick) such product will be provided subject to a reasonable additional fee and applicable taxes. All amounts due are non-refundable except as expressly set forth in this Agreement. In the event that amounts due hereunder are overdue by more than sixty (60) days from the payment due date, SAI Global reserves the right to suspend access to the Products or Services as well as any other remedy available by law, regulation or this Agreement.

**6. Confidential Information**

- a. "Confidential Information" means any non-public (i) technical information, including but not limited to inventions, know-how, trade secrets, methods, techniques, processes, designs, drawings, diagrams, software, computer code, the structure, sequence and organisation of Products, formulae and analysis, (ii) business information, including but not limited to pricing, price lists, customer lists, cost analyses, reports, surveys and market information and data, requests for proposals (RFPs), proposals and responses to RFPs, sales strategy, information regarding the disclosing party's Affiliates, SOWs, and Customer Orders whether communicated in tangible or intangible form, (iii) Personally Identifiable Information, (iv) Customer Materials and (v) the content of each Product or Service and any software related thereto.
- b. Confidential Information shall be kept in confidence by the receiving party using the same degree of care as such party uses to prevent unauthorised disclosure of its own Confidential Information, but in any event not less than a reasonable degree of care, and the receiving party shall not disclose such Confidential Information to third parties nor use it except to carry out the purposes of this Agreement. This obligation of confidentiality shall not apply to information which (a) is or becomes in the public domain through no breach by the receiving party, (b) is previously known or independently developed by the receiving party; (c) is learned by the receiving party from a third party entitled to disclose it; or (d) is required to be disclosed by operation of law, government regulation or court order; provided that the receiving party shall use reasonable efforts to notify the disclosing party prior to disclosure. Notwithstanding the forgoing, Personally Identifiable Information shall be protected under the law applicable to such information.
- c. Upon the earlier of the termination of this Agreement or disclosing party's request, the other party will promptly return or destroy discloser's Confidential Information. However, the recipient is not obligated to return or destroy Confidential Information that: (i) it is required by law or regulation to retain, but then only for the time period required, (ii) is commingled with other information or documents of recipient if it would pose a substantial administrative burden to segregate and destroy such Confidential Information, or (iii) is contained in an archived computer system or backup made by recipient in accordance with its standard security or disaster recovery procedures, provided in each case that: (A) such retained documents will eventually be erased or destroyed in the ordinary course of records management and/or data processing procedures, and (B) that recipient remains fully subject to the obligations of confidentiality in this Agreement until the earlier of the eventual destruction.

## 7. Limited Warranties and Disclaimers

- a. SAI Global warrants that so long as Customer is in material compliance with this Agreement, (i) with respect to a Product or Service hosted by SAI Global, each such Product will meet the criteria set out in this Agreement during the applicable Term set forth in the Customer Order, and (ii) with respect to a Product or Service to be operated or hosted by Customer, each such Product or Service will meet the criteria set out in this Agreement for a period of ninety (90) days following the Warranty Start Date. SAI Global will provide the Products and updates substantially in conformance in all material respects with this Agreement during the Term. SAI Global does not warrant that each Product or Service will operate uninterrupted or error-free, or that each Product or Service will meet Customer's specific requirements. SAI Global's sole liability in connection with a breach of this warranty is to correct the Product or Service to conform to such warranty or, if such correction is not practical, to terminate this Agreement in whole or in part and refund the applicable pre-paid, unused portion of the Fees on a pro-rated basis based on the Term.
- b. A Product or Service warranty start date will begin when:
  - i) A fifteen (15) business day period has elapsed from the time SAI Global provides access to the Product or Service to the Customer and Customer has not notified SAI Global of any deficiency in the Product or Service, or
  - ii) A fifteen (15) business day period has elapsed after SAI Global has corrected any deficiency in the Product reported to SAI Global by Customer pursuant to the above.
- c. With respect to a Product or Service of an educational nature, SAI Global does not warrant that a particular Product or Service constitutes comprehensive coverage of a specific legal, compliance, corporate ethics, data privacy, information security, other regulatory or risk subject matter area or any general topic or that a User will achieve any particular level of understanding. SAI Global's educational Products and Services are intended for general awareness and education of Users on a topic covered and/or communications purposes only and are not, and shall not be relied upon as, legal advice or achieving any particular level of knowledge or understanding by the User.
- d. With respect to SAI Global's Services Warranty, SAI Global warrants to Customer that the Services shall: (i) be performed in a workmanlike manner; and (ii) materially comply with any specifications agreed upon in writing by the parties for a period of thirty (30) days after completion of any Services. The warranty for Services is limited to thirty (30) days from the date the specific Service was completed. SAI Global will re-perform any Services for which it receives written notice within thirty (30) days after performance describing a breach of the foregoing warranty and so long as SAI Global agrees that such action or inaction constituted a breach. Re-performance of an impacted Service shall serve as Customer's exclusive remedy and SAI Global's sole and complete obligation with respect thereto.
- e. Except for the express warranties set forth in this Section 7, the Products, Services and SAI Global provided internet sites are provided and licensed "as is". SAI Global makes no other warranties, guarantees, conditions or representations, as to any Product or Service. SAI Global specifically disclaims to the fullest extent permitted by law any and all other warranties, express, implied, statutory or otherwise including, without limitation, any omissions, implied warranty of merchantability, error-free use, originality, or fitness for a particular purpose.

## 8. Limitation of Liability

- a. In no event shall either party be liable for special, indirect, incidental or consequential damages (including lost profits) arising under or in connection with this Agreement, or the performance of, or failure to perform, any obligations hereunder, whether in contract, warranty, negligence, tort, strict liability or otherwise.
- b. SAI Global's cumulative liability to Customer arising out of or relating to this Agreement shall not exceed in aggregate the fees paid by Customer to SAI Global under the then-current Term Customer Order giving rise to the claim.

## 9. Intellectual Property Indemnification

- a. SAI Global shall defend at its expense and indemnify Customer against liability to a third party for any settlement amount or final judgment awarded as a consequence of any claim or action brought by a third party against Customer alleging that a Product or Service acquired under this Agreement infringes any trademarks, patents, copyrights, trade secrets or other intellectual property rights of such third party ("**SAI Global Indemnified Claim**"). SAI Global's obligations under this Section 9(a) are conditioned upon Customer (i) providing to SAI Global prompt written notice of the SAI Global Indemnified Claim, (ii) not contributing to or causing the SAI Global Indemnified Claim (iii) not making any admissions of law or fact related to the SAI Global Indemnified Claim without SAI Global's consent, and (iv) permitting SAI Global the right to conduct and control the defence and settlement of the SAI Global

Indemnified Claim. It is specifically understood, SAI Global shall not be obligated hereunder to the extent Customer contributes or causes the SAI Global Indemnified Claim, If a Product or Service is found to be infringing and use of a Product or Service is prohibited by court order, SAI Global shall at its option do one of the following: 1) replace the Product or Service with a non-infringing version of equivalent specifications, 2) modify the Product or Service so it is non-infringing, but of equivalent specifications, or 3) refund the fees paid by Customer for such Product or Service on a pro-rated basis and terminate the applicable Customer Order and licenses granted under the Customer Order in whole or in part. SAI Global's obligations under this Section 9 (a) are SAI Global's sole liability to Customer for any SAI Global Indemnified Claim.

- b. Customer shall defend at its expense and indemnify SAI Global against liability to third parties for any settlement amount or final judgment awarded as a consequence of any claim or action brought by a third party against SAI Global alleging that Customer Materials or other materials which Customer has required or is otherwise necessary that SAI Global use in preparing the Products or Services, infringe any trademarks, patents, copyrights, trade secrets or other intellectual property rights of such third party ("**Customer Indemnified Claim**"). Customer's obligations under this Section 9(b) are conditioned upon SAI Global (i) giving prompt written notice of the Customer Indemnified Claim to Customer, (ii) not contributing to or causing the Customer Indemnified Claim, (iii) not making any admissions of law or fact related to the Customer Indemnified Claim without Customer's consent, and (iv) permitting Customer the right to conduct and control the defence and settlement of the Customer Indemnified Claim. It is specifically understood, Customer shall not be obligated hereunder to the extent SAI Global contributes or causes the Customer Indemnified Claim. Customer's obligations under this Section 9(b) are Customer's sole liability to SAI Global for any Customer Indemnified Claim.

## 10. Dispute Resolution

If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it, then either party shall promptly give to the other written notice of the dispute, setting out its nature and full particulars, together with relevant supporting documents. Upon receipt of such notice of dispute, the parties shall meet to resolve such dispute but in no event later than fifteen (15) days after receipt of the notice of dispute. If such dispute is not resolved, the dispute will be immediately escalated to a Vice President or CEO of both parties.

## 11. Termination

- a. A party may terminate this Agreement in whole or in part (including all licenses granted thereunder) if the other party materially breaches this Agreement and breaching party does not cure such breach within thirty (30) days following its receipt of written notice of such breach from the non-breaching party.
- b. Without affecting any other right or remedy available to it, either party may terminate this Agreement in whole or in part (including all licenses granted thereunder) with immediate effect by giving written notice to the other party if:
- i) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;
  - ii) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
  - iii) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - iv) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - v) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under this Agreement.
- c. Upon any termination or expiration of this Agreement:



- i) all license rights shall immediately terminate and Customer and Customer's Users and Agents shall immediately cease use of the Products and the Services;
  - ii) so long as Customer is not in material breach, to the extent practical or as otherwise agreed, SAI Global shall return all Customer Material to Customer in a format specified by SAI Global at no cost or in an alternate form and cost mutually agreed;
  - iii) any amounts then owed hereunder shall be immediately due and payable, and all obligations of this Agreement which by their nature or effect are intended to survive termination will survive the termination of this Agreement.
- d. It is specifically agreed that the rights to terminate are in addition to any other remedies available to the parties, at law or in equity.

## 12. Linked Web Sites

- a. Customer acknowledges that any Internet Sites or Product provided by SAI Global may contain hyperlinks to web sites operated by third parties ("**Third Party Sites**") that are not under the control of SAI Global and further acknowledges that SAI Global is not responsible for any of the content on Third Party Sites. SAI Global provides these hyperlinks to the Customer for the convenience of Customer only, and the inclusion of any link does not imply endorsement of any Third Party Site by SAI Global, nor any affiliation between SAI Global and such Third Party Site or the owner or operator of such Third Party Site. Customer's use of any Third Party Site is entirely at Customer's own risk.
- b. Customer acknowledges that SAI Global is not responsible for the operation and privacy practices of any Third Party Site. SAI Global encourages Customer to read the privacy policy and other agreements for the use of any Third Party Site.
- c. By making available links to any Third Party Site, SAI Global does not: (i) make any warranty, express or implied, with respect to the use of the links on or to any Third Party Site; (ii) guarantee the accuracy, completeness, usefulness or adequacy of any Third Party Site; or (iii) make any endorsement or sponsorship, express or implied, of any services, goods or advertisements that may be provided on or be identified on or by reference from any Third Party Site.

## 13. Passwords

Customer acknowledges and agrees that:

- i) it may be provided with passwords to enable the persons designated by it to access SAI Global's server to use the Product or Services and any other use of any password is prohibited;
- ii) it is solely responsible for all instructions or requests authorised using any password provided to it; and
- iii) it will notify SAI Global immediately if it becomes aware that any password has been compromised or has become known to a third party.

## 14. Assignment

Neither party may assign this Agreement in part or in whole without the prior written consent of the other party, which consent may not be unreasonably withheld, except that without securing such prior written consent, either party may assign this Agreement to an Affiliate or to a successor to all or substantially all of its business operations to which this Agreement pertains, provided, however, that no such assignment shall be binding or valid until the assignee shall have assumed in writing all of the duties and obligations of the assignor.

## 15. Data Protection

- a. The provisions related to the processing and protection of Personal Information and Data are set out in Schedule A - Protection of Personal Information and Data – and form part of this Agreement.
- b. The provisions related to information security are set out in Schedule B – Information Security Terms and Conditions – and form part of this Agreement.

- c. SAI Global shall, at all times during and after the Term, indemnify the Customer and keep the Customer indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Customer arising from any breach of SAI Global's obligations under this Section 15 except and to the extent that such liabilities have resulted directly from the Customer's instructions.

#### 16. Anti-Bribery and Corruption

- a. Except as permitted in their respective policies, neither party, nor their employees, consultants or agents shall: (i) give to or accept from any director, employee or agent of either party or their affiliates in connection with the Services contemplated hereunder, any gift, entertainment or other benefit of significant cost or value, or any commission, fee or rebate; or (ii) enter into any business arrangement with any director, employee or agent of either party or its affiliate intended to directly or indirectly influence the decision to enter into this Agreement, without giving prior written notice to the other party.
- b. Neither party nor its employees, consultants or agents may offer or make any payment, or offer or give anything of value to any Government Official, any immediate family member of a Government Official or any political party to influence the Government Official's or organisation's decision, or to gain any other advantage for either party or anyone else directly or indirectly arising out of performance of this Agreement. In addition, neither party nor its employees, consultants or agents shall, relating to performance of this Agreement, offer or make any payment or offer or give anything of value to any person, if the provider knows or has reason to believe that any portion of the payment or gift will be given directly, indirectly or through a third party to any Government Official, any immediate family member of any Government Official or any political party.
- c. Both parties agree to immediately notify the other party of any violation of this Section 15. In addition to any other remedies to which the other party may be legally entitled and notwithstanding all other termination rights within this Agreement, at SAI Global's request if SAI Global terminates the Agreement for cause, Customer upon receipt of an invoice shall immediately pay SAI Global an amount equal to all committed license fees and other fees for services rendered and that would have been rendered pursuant to the Agreement if not terminated for cause by SAI Global prior to expiration of the Agreement.

#### 17. General

- a. Nothing shall restrict or limit each party's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this Agreement.
- b. If any part of this Agreement is held to be unenforceable in any jurisdiction, the validity of the remaining parts shall be unaffected, and the unenforceable part shall be rewritten to reflect as closely as possible the intent of the parties.
- c. No party is liable for any failure to perform or delay in performing its obligations under this Agreement if that failure or delay is due to flood, fire, earthquake or other occurrence (excluding industrial disputes and issues arising in relation to SAI Global's employees, agents, contractors, partners and supply chain) beyond that party's reasonable control (a force majeure event). If that failure or delay exceeds sixty (60) days the other party may terminate this Agreement upon thirty (30) days' written notice to the other party.
- d. A waiver of any breach of this Agreement shall not constitute a waiver as to future breaches.
- e. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified except in writing signed by both parties. The Customer agrees that terms and conditions set out in this Agreement prevail over any other terms that may be communicated by the Customer to SAI Global in writing or orally, whether in an order, letter, other document, in negotiations, subsequent to the making of this Agreement or otherwise ("**Customer's Terms**"). For the avoidance of doubt, the Customer's Terms do not apply to the Services and/or Products offered by SAI Global to the Customer pursuant to this Agreement. The Customer further agrees that any subsequent document so issued by the Customer to SAI Global, including but not limited to a purchase order, shall be taken as the Customer's internal administrative document and issued for its own convenience only, and any terms therein shall not be binding on SAI Global. This Agreement shall supersede any conflicting on-line terms that may appear on SAI Global's web site.
- f. Each party irrevocably agrees that this Agreement shall be governed by and construed in accordance with the laws applicable in England, and the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- g. All payments under this Agreement shall be made in GB Pound Sterling.



- h. Nothing in this Agreement shall be deemed to create an agency, joint venture or partnership relationship between the parties.
- i. Notices shall be given in writing to the addresses confirmed in the Customer Order, or to such other address as may be notified by either party to the other, shall be delivered by hand or by overnight delivery by a nationally recognised carrier, and shall be deemed received upon delivery.
- j. This Agreement may be executed in counterparts, all of which shall be deemed to constitute one agreement. When the authorised representative of either party signs this Agreement, a copy, duplicate, electronic file or facsimile of such signed Agreement shall have the same force and effect as one bearing an original signature.
- k. Any and all obligations of this Agreement which by their nature or effect are intended to survive termination or expiration of this Agreement will survive.

## Schedule A

### Protection of Personal Information and Data

#### 1. Scope

For the purposes of this Agreement, “Personal Data”, “Controller”, “Processor” and “Processing” have the meanings given to them under Regulation (EU) 2016/679 General Data Protection Regulation) of the European Parliament (the “GDPR”). SAI Global, its affiliates and sub-contractors will under this agreement act as the Processor, and the Customer the Controller.

SAI Global acknowledges that Personal Data, Personally Identifiable Information (“PII”) and Personal Health Information (“PHI”) is subject to laws restricting collection, use, processing, free movement, and confidentiality, including, without limitation, the GDPR, the Directive and implementing member state laws, the Singapore Personal Data Protection Act 2012 (PDPA), 201 CMR 17.00 (Massachusetts), the Australian Privacy Act 1988 (Privacy Act) and the Personal Information Protection and Electronic Documents Act (PIPEDA) (Canada), S.C. 2000, c. 5, The Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, the Health Insurance Portability and Accountability Act passed by US Congress in 1996 (HIPAA). In addition to its other obligations hereunder, SAI Global shall: (i) comply with all applicable laws with respect to all Personal Data, PII, and PHI; (ii) not, by any act or omission, put the Customer in breach of any such laws; and (iii) execute, or arrange to be done and executed, each act, document and thing necessary or desirable to keep the Customer in compliance with any such laws in connection with this Agreement. SAI Global shall not (A) access or process Data except from countries or regions approved in writing by the Customer and (B) transfer Data from the countries or regions selected by the Customer.

#### 2. Roles and Scope of Processing

- 2.1 **Role of the Parties.** As between SAI Global and Customer, Customer is the Controller of Customer Data, and SAI Global shall Process Customer Data only as a Processor acting on behalf of Customer.
- 2.2 **Customer Processing of Customer Data.** Customer agrees that (i) it will comply with its obligations as a Controller under Data Protection Laws in respect of its Processing of Customer Data and any Processing instructions it issues to SAI Global; and (ii) it has provided notice and obtained (or will obtain) all consents and rights necessary under Data Protection Laws for SAI Global to Process Customer Data pursuant to the Agreement.
- 2.3 **SAI Global Processing of Customer Data.** Customer acknowledges that SAI Global is reliant on the Customer alone for direction as to the extent SAI Global is entitled to use and process the Personal Data. SAI Global will Process Customer Data only for the purposes described in this Agreement and only in accordance with Customer’s documented lawful instructions. SAI Global is entitled to Process the Personal Data. SAI Global shall be entitled to relief from liability in circumstances where a Data Subject, makes a claim or complaint with regards to SAI Global’s actions to the extent that such actions directly result from instructions received from the Customer.

#### 2.4 Details of Processing

As defined in the Customer Order.

#### 3. Sub-processing

- 3.1 **Authorized Sub-processors.** Customer agrees that SAI Global may engage Sub-processors to process Customer Data on Customer’s behalf. The Sub-processors currently engaged by SAI Global and authorized by Customer are

listed in the Customer Order.

- 3.2 **Sub-processor Obligations.** SAI Global will: (i) enter into a written agreement with the Sub-processor imposing data protection terms that require the Sub-processor to protect the Customer Data to the standard required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this Agreement and for any acts or omissions of the Sub-processor that cause SAI Global to breach any of its obligations under this Agreement.
- 3.3 **Changes to Sub-processors.** SAI Global shall (i) provide an up-to-date list of the Sub-processors it has appointed upon written request from Customer; and (ii) notify Customer (for which email will suffice) if it adds or removes Sub-processors at least ten (10) calendar days' prior to any such changes. Customer may object in writing to SAI Global's appointment of a new Sub-processor within five (5) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection.

#### 4. Security

- 4.1 **Security Measures.** SAI Global shall maintain an information security program that complies with applicable privacy laws and is consistent with standard practices and security standards in SAI Global's industry, such as those published by the International Standards Association (ISO 27001:2013) and the National Institute of Standards and Technology (NIST). Such program shall include appropriate administrative, technical, physical, organizational, and operational safeguards and other security measures to maintain the security and confidentiality of Personal Data and to protect it from known or reasonably anticipated threats or hazards to its security and integrity. SAI Global will review its information security program at least annually, or after significant changes occur, to ensure its continuing compliance, suitability, adequacy and effectiveness.
- 4.2 **Updates to Security Measures.** Customer is responsible for reviewing the information made available by SAI Global relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Data Protection Laws. Customer acknowledges that the Security Measures are subject to technical progress and development and that SAI Global may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Customer.
- 4.3 **Personnel.** SAI Global will ensure that any person who is authorized by SAI Global to Process Customer Data (including its staff, agents and authorized Sub-processors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty). Further, SAI Global shall take steps to ensure that any person who is authorized by SAI Global to have access to Customer Data does not Process such data except on instructions from Customer, unless such person is required to Process such data by applicable EU Data Protection Law.
- 4.4 **Personal Data Breach Response.** Upon becoming aware of a Personal Data Breach, SAI Global shall notify Customer without undue delay (or in any case 72hrs) and will provide timely information relating to the Personal Data Breach as it becomes known or as is reasonably requested by Customer. SAI Global shall promptly take reasonable steps to mitigate and, where possible, to remedy the effects of any Personal Data Breach.

#### 5. Audits and Certifications

Customer acknowledges that SAI Global is regularly audited against International standards, by independent third party auditors subject to control objectives based on guidance from the Information Technology Governance Institute, and has obtained ISO 27001:2013 certification for its Global Hosting services. Upon reasonable written request, SAI Global shall supply a summary copy of its audit and certification report(s) to the Customer, which shall be fully subject to the obligations of confidentiality in this Agreement or subject to the confidentiality provisions of any non-disclosure agreement provided by

SAI Global for Customer's execution in connection with the reports. SAI Global shall also respond to any written audit questions submitted to it by Customer provided that Customer shall not exercise this right more often than once per twelve (12) months unless following a Breach.

## 6. International Transfers

6.1 **Transfer Out of EEA.** SAI Global represents and warrants that it shall (and shall ensure that all of its Sub-Contractors shall) not transfer Personal Data that is obtained from a country within the European Union, outside of the European Economic Area ("EEA") or to a country not deemed to provide an adequate level of protection for Personal Data by any applicable regulator, without, and only to the extent of, the Customer's express prior written consent, and as a condition of any consent given by the Customer pursuant to this section, SAI Global shall comply and shall ensure that its Sub-Contractors comply with any reasonable instructions provided to SAI Global and/or its Sub-Contractor by the Customer and shall, at SAI Global's discretion, either: (A) enter into a data transfer agreement (to include model contractual clauses) in a form specified by the Customer or (B) take such other action(s) as allowed by the Directive to maintain and demonstrate compliance with the Directive or other applicable law(s) and or regulation(s) for transfers to the United States of America. For the avoidance of doubt, where SAI Global is not registered within the EEA, it must exercise either clauses (A) or (B) above before processing any Personal Data.

6.2 **Model Clauses.** In the event where SAI Global Processes any Customer Data (that is protected by EU Data Protection Law or that originates from the EEA) in a country that has not been designated by the European Commission or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for Personal Data, the parties acknowledge that SAI Global shall be deemed to provide adequate protection (within the meaning of EU Data Protection Law) for any such Customer Data by entering into the EU Model Clauses (Commission Decision C(2010)593 Standard Contractual Clauses (processors) which are included herein by reference.

## 7. Retention, Return or Deletion of Data

7.1 Customer data will be retained for the Term of the Agreement.

SAI Global shall and shall require and ensure that its Sub-Contractors shall: (i) promptly retrieve and deliver to the Customer a copy of all Data (or such portions as will be specified by the Customer) in the format and on the media reasonably prescribed by the Customer (A) at the Customer's reasonable request from time to time and (B) within Thirty (30) days of termination or expiration of the Term; (ii) deliver to the Customer all intellectual property and all other property of the Customer in the format and on the media reasonably prescribed by the Customer.

Notwithstanding the above, if requested by the Customer, SAI Global will destroy or securely erase all applicable copies of Confidential Information and Data in SAI Global's (or its Sub-Contractors') possession or under SAI Global's (or its Sub-Contractors') control instead of returning the same to the Customer, and SAI Global shall certify to the Customer that it has done so, unless any applicable legislation prevents such return or destruction (including legislative document retention periods, at which point the Confidential Information and Data shall be destroyed after that period ends). If SAI Global cannot destroy or destruction is not practical, all Customer Information as required herein due to recordkeeping law, technological constraints or the pendency of litigation requiring SAI Global to retain the Customer Information in its existing format, SAI Global shall ensure the confidentiality of the Customer Information, that it shall not use or disclose Customer Information after termination of its services for the Customer in a manner inconsistent with its obligations hereunder or the underlying Agreement, and that it will comply with its destruction obligations once the legal prohibition on destruction has expired or the technological constraints have been removed. SAI Global will not withhold any Confidential Information or Data as a means of resolving any dispute.

## **8. Data Subject requests**

- 8.1 To the extent permitted by law, SAI Global will inform the customer without undue delay of requests from Data Subjects exercising their Data Subject rights (e.g. rectification, deletion and blocking of data) addressed directly to SAI Global regarding Customer Personal Data. SAI Global at no time will communicate directly with the Data Subject.
- 8.2 If the customer is obliged to provide information regarding the customers Personal Data to Other Controllers or third parties (e.g. Data Subjects or the Supervisory Authority), SAI Global has, in some services, provided the Customer with a number of controls that Customer may use to retrieve, correct, delete or restrict Customer Data, which Customer may use to assist it in connection with its obligations under the GDPR, including its obligations relating to responding to requests from data subjects or applicable data protection authorities. To the extent that Customer is unable to independently access the relevant Customer Data within the Services, SAI Global shall assist the customer in doing so by providing all required information. If the customer or other Controllers are obliged to provide information about the processing of the customers Personal Data to a Data Subject, SAI Global shall assist the customer in making the required information available.

## **9. Cooperation**

- 9.1 If a law enforcement agency or government body sends SAI Global a demand for Customer Data, SAI Global will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, SAI Global may provide Customer's basic contact information to the law enforcement agency. If compelled to disclose Customer Data to a law enforcement agency or government body, then SAI Global will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless SAI Global is legally prohibited from doing so.
- 9.2 To the extent SAI Global is required under EU Data Protection Law, SAI Global shall provide requested information regarding the Services to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

## Schedule B

## Information Security Terms and Conditions

Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

1. **Definitions.** As used in this Schedule, the following capitalized terms shall have the meanings provided in this section or as defined in the Agreement.

<b>"Audit Log"</b>	is a time-based record of system activities to enable the reconstruction and examination of the sequence of events and/or changes in an event, including without limitation who accessed a system and what operations he or she has performed during a given period of time.
<b>"Customer Material"</b>	is deemed to have the same definition as set forth in the Agreement and pursuant to the Agreement is deemed to be Confidential Information.
<b>"Confidential Information"</b>	is deemed to have the same definition as set forth in the Agreement.
<b>"Information Security Incident"</b>	is defined as any situation while providing Services as defined in the underlying Agreement where Customer's Confidential Information is deemed lost (e.g. SAI Global is not aware where the Customer's Confidential Information is or the Customer's Confidential Information is not where it is expected to be in relation to the provision of the Services as defined in the underlying Agreement) or is subject to unauthorized or inappropriate access by third parties, in a manner that results in Customer's Confidential Information being inappropriately being released to a third party while under the control of SAI Global. In addition, Information Security Incident includes the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. Examples of Information Security Incidents include, but are not limited to, unauthorized account use; computer or network systems intrusion; unauthorized changes to system hardware, firmware, or software; password stealing or cracking; unwanted disruption or denial of service; and theft or loss of equipment or device containing Customer's Confidential Information.
<b>"Open Network"</b>	is any open, unsecured or untrusted network such as the Internet.
<b>"Security Tests"</b>	means test procedures performed by SAI Global with the intent of preventing Information Security Incidents, including without limitation test of IT general controls, tests of IT application controls, penetration tests, compliance scans and vulnerability scans.
<b>"Sensitive Data"</b>	includes any of the following information: social security numbers, any government-issued identification number (e.g. driver's license, passport), individually identifiable patient data or EPHI, Cardholder Data, account number, credit or debit card number, in combination with any required security code, access code, or password (e.g., a PIN) that would permit access to an individual's financial account, human resources employee files, or any information that is deemed protected or confidential by contractual obligations or any federal, state or local law or regulation.
<b>"Systems"</b>	means any systems, whether located at SAI Global or its subcontractors, which are used in the provision of Services pursuant to the underlying Agreement between the parties to store, access, process or transmit any Customer's Confidential Information whether held electronically, on paper, or in any other form.



**"Third party"**

means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorized to process personal data.

2. **Access to Customer's Confidential Information.** SAI Global shall restrict access to Customer's Confidential Information or Personal Data to only its employees, contractors, consultants ("Workers") who require access to this information to support SAI Global's performance of the contracted Services for the Customer's or as otherwise described in the underlying Agreement. In no event will Customer's Confidential Information be provided to SAI Global by email, text or other insecure internet based communication. SAI Global shall require all Workers or the applicable legal entities on whose behalf they perform, to sign a confidentiality agreement that is in substance at least as restrictive as the confidentiality provisions between SAI Global and Customer. Prior to receiving access to Customer's Confidential Information or Personal Data, Workers will receive security awareness training appropriate to their job function. The access rights of Workers will be removed immediately upon termination or adjusted upon change in job function. SAI Global management must review Worker access to Customer's Confidential Information or Personal Data at least annually. SAI Global will closely monitor all access to Customer's Confidential Information or Personal Data.
3. **Transfer of Customer's Confidential Information.** Pursuant to the Agreement, SAI Global shall impose or has imposed comparable security requirements contained in this Schedule on its third parties who are permitted access to Customer's Confidential Information and will remain fully responsible for its third parties' compliance. SAI Global will not permit Customer's Information to be transferred to any third party that does not comply, unless the transfer is:
  - a) Required by subpoena or order of a court or tribunal of competent jurisdiction, or by a government agency or official requesting to obtain the information in the course of an investigation;
  - b) Necessary in connection with litigation or other forms of dispute resolution between SAI Global and either the Customer or the individual to whom the information relates; or
  - c) Necessary Authorized by the Customer (Customer shall promptly and reasonably respond to all requests for transfer) or the subject individual in writing.

Transfer of Personal Data (where the Data Subject is a resident of the European Union and as such falls under the jurisdiction of Regulation (EU) 2016/679 General Data Protection Regulation) which are undergoing processing or are intended for processing after transfer to a third country or to an international organization shall take place only if, the conditions laid down in the regulation are complied with by the controller and processor (as summarized in Schedule A), including for onward transfers of personal data from the third country or an international organization to another third country or to another international organization. All provisions in the regulation shall be applied in order to ensure that the level of protection of natural persons guaranteed by the Regulation is not undermined.

4. **Information Security.** SAI Global shall maintain an information security program that complies with applicable privacy laws and is consistent with standard practices and security standards in SAI Global's industry, such as those published by the International Standards Association (ISO 27001), National Institute of Standards and Technology (NIST). In addition, such program shall include appropriate administrative, technical, physical, organizational, and operational safeguards and other security measures to maintain the security and confidentiality of Customer's Confidential Information and to protect it from known or reasonably anticipated threats or hazards to its security and integrity. SAI Global agrees to maintain current patching levels within reasonable timeframes as standard in SAI Global's industry and so long as each individual patch is issue free of errors and does not put SAI Global's security at risk. The level of security and protection provided shall be commensurate with the nature of the Customer's Confidential Information to be protected so long as the nature of such Customer's Confidential Information is previously disclosed to SAI Global. SAI Global will review its information security program at least annually, or after significant changes occur, to ensure its continuing compliance, suitability, adequacy and effectiveness. SAI Global information security program shall to the extent necessary, include but not be limited to the following broad topics in a manner which is reasonable and appropriate and which aligns with SAI Global's industry standards, and the required standards required to maintain any and all certifications set forth in this agreement:
  - a) **Roles and Responsibilities:** Established roles and responsibilities for information security and compliance, which extends to top management, and includes an assigned privacy and security officer, and/or a designated team assigned with privacy, security and compliance oversight;
  - b) **Risk Management:** A risk management program which includes an analysis of the criticality of data, an annual assessment of risks to the privacy and security of data which is commensurate with the criticality of the data, and a remediation plan to address any identified vulnerabilities and risks;

- c) Security Policy: An information security policy program which creates and maintains a comprehensive library of documented policies and procedures (Information Security Management System) which support all aspects of the information security program and which is reviewed and approved by top management annually or when significant changes to the regulatory or technical environment occur, to ensure that the policies and procedures are appropriate, accurate, and current, and in alignment with industry standards;
- d) Workforce Security: Comprehensive screening of new workforce members before being granted access to Sensitive or Personal Data, including background checks, as well as appropriate supervision during employment, procedures for employee sanctions and procedures for terminations and role change;
- e) Security Awareness Training: Training workforce about information security best practices, internal information security policies and their obligations to protect sensitive or Personal upon hiring and at a minimum frequency of annually thereafter. Training about federal rules (e.g. HIPAA Privacy and GDPR) is provided to staff as specific to their roles.
- f) Physical and Environmental Security: Policies and Standards specific to protecting physical areas which house data and systems (Data Centers, Communications rooms, general offices) as well as guarding against environmental damage and theft;
- g) Change / Test Procedures: Documented policies about system and application change control process, including appropriate segregation of test and operational data, system-supported segregation of duties, system planning, acceptance, and release;
- h) Third Party Management: Accurate and current accounting of all subcontractors and third parties, along with enforceable agreements which outline security controls, audit rights and compliance with applicable laws;
- i) Protection Against Malware: Implementation of technical and procedural controls to guard against malicious software ensuring the that the use of current software which is configured and maintained to according to suppliers recommendations;
- j) Back-up and Testing Procedures: Maintaining documented procedures for backing-up and restoring data and testing those procedures regularly;
- k) Network Security Management: Implementation of technical and procedural controls to protect the confidentiality and integrity of data passing over networks (internal and external), using industry standard perimeter controls well defined and appropriate security zones, and the segmentation of internal networks;
- l) Media Handling: Procedures for media management including controls for portable media, media sanitization and disposal, and media accountability and tracking;
- m) Exchange of Information: Procedures for secure exchange of information being transmitted or physically shipped to external parties, including encryption of confidential or sensitive information, protection of information in transit, and policies governing appropriate disclosure of information to third parties;
- n) System Event Logging and Monitoring: Configuring systems to log critical system events and user activity to a central system, procedures for protecting, retaining and accessing all logs. Automated and manual processes for appropriately monitoring logs;
- o) Access Controls: Documented policies for authorizing and provisioning user and system access to electronic resources which are based on the principle of least privilege, enforced industry standard authentication methods, and procedures for routine reviews of user and system accounts;
- p) Mobile Computing Controls: Policies governing the use of mobile devices and remote access;
- q) Encryption: Policies which address the use of cryptographic controls for information in a manner which is supported by current industry standards;

- r) Patching and Vulnerability Management: Implemented tools and procedures for routine vulnerability scanning, identification, mitigation Procedures for and applying security patches and updates in a manner consistent with system developer recommendations and industry best practices;
- s) Incident and Event Reporting and Management: Documented procedures for monitoring security events, identifying security incidents, responding to and mitigating security incidents, and data breach response and notification;
- t) Disaster Recovery and Contingency Planning: Documented procedures for disaster response, data recovery, and emergency mode operations;

5. **Storage of Customer's Confidential Information.** SAI Global shall classify as confidential all Customer's Confidential Information and all storage media holding Customer's Confidential Information to the extent consistent with SAI Global's then current storage taxonomy. Storage of Customer's Confidential Information must be handled in a manner consistent with the access principles in Section 5 above. Records containing Customer's Confidential Information in paper format must be stored and secured appropriately in areas to which access is restricted to authorized Workers. SAI Global shall ship Customer's Confidential Information that is not in electronic format via commercial courier or a delivery mechanism that allows for accurate tracking of delivery status but may hand deliver records. Records containing Customer's Confidential Information in electronic format must be stored in a secure computer network satisfying the requirements of this Section 6, the adequacy of which SAI Global will monitor to protect Customer's Confidential Information against emerging security threats, and which SAI Global will enhance as necessary to address such threats. Customer's Confidential Information cannot be stored electronically outside of SAI Global's network environment without the customers approval and then only if the storage device (e.g., laptop, computer disk, etc.) is protected by appropriate encryption technology which aligns with the industry standards for strong encryption such as those published by NIST. In addition, the following safeguards will be employed:

- a) Media Disposal: SAI Global shall dispose of any media which stores Customer's Confidential Information in accordance with its Secure Destruction policies which will contain sanitization guidelines.  
  
SAI Global shall maintain written certification that retired media has been properly destroyed in accordance with its Secure Destruction Policies.
- b) Media Transport: SAI Global may not transport or ship media containing Confidential Information or Sensitive Data unless the media is Encrypted using Strong Encryption.
- c) Media Re-Use: SAI Global shall not donate or sell, any media which is known to have stored Customer data to any third party.
- d) Media Sanitization: SAI Global shall sanitize media which stores Customer data before reuse by SAI Global within the SAI Global facility in accordance with its Secure Destruction policies which will contain sanitization guidelines.
- e) Audit Logging: SAI Global agrees to implement audit logging on any SAI Global systems which store Customer data. Audit Log entries must be generated for the following general classifications of events to the extent applicable to the SAI Global systems: view access to PHI by unique user ID, login/logout (success and failure); failed attempts to access system resources (files, directories, databases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.). Each Audit Log entry will include appropriate information about the logged event such as date and time of event; type of event; user associated with event; and logical identifiers (e.g. system name and port).

6 **Vulnerability Management.** SAI Global shall employ threat and vulnerability management procedures on any networks which store Customer data. SAI Global agrees to provide summary evidence of external scans to Customer upon request. Procedures shall include but not be limited to; Regular routine internal and external vulnerability scans; Routine network and application layer penetration tests (not less than annually); A process to identify new vulnerabilities and assign a risk-based criticality rating; A process to identify, alert operations staff and respond to security threats; A risk-based remediation process to address any findings. SAI Global shall immediately initiate a project to address remediation of any critical findings.

7. **Transmission of Information.** An electronic record that contains Customer's Confidential Information cannot be transmitted electronically outside a secure network environment satisfying the requirements of Section 6 other than by a secure network connection or by communications protected by appropriate encryption technology which aligns with encryption standards for

strong encryption applicable to SAI Global's industry. Likewise, SAI Global shall not require any individual to transmit Customer's Confidential Information over the internet unless the connection is secure or the Customer's Confidential Information is protected by encryption technology meeting this standard. The SAI Global agrees to maintain a current security certificate on any secured web site and provide evidence of a valid certificate to Customer upon request. SAI Global shall disable or replace components or transport security protocols which are outdated or known to be vulnerable.

8. **Information Security Incidents.** SAI Global shall provide an escalation procedure to advise the Customer within 3 working days of becoming aware of any security, event or incident which has impacted the confidentiality, integrity, or availability of the Customer's data. Such notification shall include the details of the Information Security Incident, along with a description of the Customer's Confidential Information or Personal Data that may have been accessed, the effect of the Information Security Incident on the Customer's Confidential Information or Personal Data, and the corrective action taken or to be taken by SAI Global but SAI Global will be under no obligation to provide information which puts its information security program or third party data at risk. At its sole expense, SAI Global shall promptly take all appropriate corrective actions and shall cooperate with the Customer in all reasonable and lawful efforts to mitigate or rectify such Information Security Incident (including, without limitation, cooperation in complying with applicable breach notification laws).
9. **Inspection and Audit.** During each calendar year, SAI Global will, at SAI Global's cost, will cause to be conducted such audits and retain such certifications as agreed with the Customer and as set out in the Agreement.

Such Audits and Certifications are limited to:

**SOC 1, Type II, SOC 2, Type II,** (SSAE 18, or ISAE3402) report provided by an independent public accounting firm. Each SOC 1 and SOC 2 or ISAE3402 audit shall be conducted with the objective of obtaining a final, unqualified audit opinion for the applicable calendar year. The control objectives shall be based upon guidance from the Information Technology Governance Institute

**ISO27001:2013 Certification.** ISO 27001:2013 is an internationally recognized and accepted specification for an information security management system (ISMS). An ISMS is a framework of policies and procedures that includes all legal, physical and technical controls involved in an organization's information risk management processes.

**HIPAA.** Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information.

Detected Weakness; Unless otherwise agreed by the Parties, SAI Global shall promptly remediate any material weakness or deficiency revealed by any such audit. Customer and its external auditors will be provided copies of relevant reports within a reasonable period following issuance, including any subsequent reports issued following SAI Global's remediation of material weaknesses or deficiencies, as soon as reasonably possible after the conclusion of each such audit. Customer shall have the right to provide a copy of such reports to any applicable regulators. At Customer's request, SAI Global shall confirm in writing that there have been no changes in the relevant policies, procedures and internal controls since the completion of any such audit or, as applicable, that material weaknesses or deficiencies have been remediated (i.e., through a mutually agreeable representation letter).

Customer reserve the right to, not more than once, annually, upon request and with reasonable notice of not less than 30 days, perform an audit or security assessment of SAI Global's compliance with this Agreement as well as SAI Global's overall regulatory compliance. Such an audit may include, but is not limited to, a review of internal compliance related policies and procedures, documentation of compliance activities, SAI Global's annual self-audit and remediation plans, or other similar items. SAI Global agrees to cooperate fully and in a timely manner with any Customer requests related to audits or security assessments. Notwithstanding the above SAI Global shall not be obligated to place its information security program or third party data at risk.

10. **Destruction and Return of Customer Information.** Pursuant to the Agreement, within thirty (30) days of the completion of SAI Global's services for the Customer (or such earlier time as the Customer requests) and at the Customer's discretion, SAI Global shall return to Customer or securely destroy all Customer Information in SAI Global's possession, custody or control in such a manner as to eliminate the possibility that Customer Information is capable of being read or reconstructed. In addition, upon request SAI Global shall provide to Customer a written certification by an officer of SAI Global confirming that such return or destruction occurred. If SAI Global cannot destroy or destruction is not practical, all Customer Information as required herein due to recordkeeping law, technological constraints or the pendency of litigation requiring SAI Global to retain the Customer Information in its existing format, SAI Global shall ensure the confidentiality of the Customer Information, that it shall not use or disclose Customer Information after termination of its services for the Customer in a manner inconsistent with its obligations hereunder or the underlying Agreement, and that it will comply with its destruction obligations once the legal prohibition on destruction has expired or the technological constraints have been removed.