

**The Linux Foundation
Master Training and Certification Agreement**

Last updated: April 22, 2024

This agreement (the “Agreement”), by and between The Linux Foundation (“Provider”) and the client identified in a Purchase Form or online purchasing method referencing this Agreement (“Client” and, together with Provider, the “Parties”), is dated as of the effective date of the Purchase Form or online purchase (“Effective Date”). Client desires to purchase from Provider one or more training courses or certification exams for Client’s employees or contractors. The Parties desire to set forth the terms and conditions that shall apply to the purchase and delivery of such training courses and certification exams. Accordingly, the Parties agree as follows:

1. The Agreement.

1.1. Structure. The Agreement consists of (A) this Master Training and Certification Agreement (the “MTCA”); (B) the Data Protection Addendum attached hereto (“DPA”); and (C) one or more Training and Certification Purchase Forms that are entered into from time to time hereunder (each, a “Purchase Form”). A Purchase Form shall be in the form established by Provider via its online order platform from time to time. If you have executed a separate Master Training and Certification Agreement with Provider, then that separate agreement shall apply rather than the terms herein.

1.2. Purpose. The Parties intend that from time to time during the Term of this Agreement, Client shall purchase from Provider one or more of the following offered by Provider: (a) training courses consisting of previously-created material delivered remotely over the internet (“eLearning Courses”); (b) instructor-led training courses delivered remotely over the internet (“Virtual Courses”); (c) instructor-led training courses delivered in person, on-site at a facility agreed upon by Client and Provider (“Onsite Courses”); and (d) certification exams conducted over the internet (“Certification Exams”). As used herein, “Training Courses” refers to eLearning Courses, Virtual Courses and Onsite Courses, and “Engagement” refers to Training Courses and Certification Exams. This MTCA sets forth the legal terms that shall govern all Engagements. Each Purchase Form shall specify the business terms (including Engagement dates and locations, fees, and requirements) that apply to one or more Engagements.

1.3. Order of Precedence. In the event of a conflict between the provisions of the documents comprising this Agreement, the order of precedence shall be the MTCA, then the Purchase Forms. A provision of a Purchase Form shall not take precedence over a conflicting provision in the MTCA unless it both (a) specifically references the conflicting provision in the MTCA, including the applicable section number; and (b) explicitly states that it is intended to apply notwithstanding that conflicting provision in the MTCA.

2. Term and Termination.

2.1. Term. This Agreement shall commence as of the Effective Date and shall continue until terminated as set forth in this Section 2. Each Purchase Form shall commence on the date set forth therein and shall continue until the Parties’ obligations set forth therein are fulfilled, except as otherwise set forth in this Section 2. If a Purchase Form indicates that it automatically renews, then at the end of each then-current term it will renew and continue for a subsequent renewal term as indicated therein, unless either Party provides written notice of non-renewal at least 30 days prior to the end of the then-current term.

2.2. Termination for Convenience. Either Party may terminate the Agreement upon 30 days’ written notice to the other Party.

Termination pursuant to this Section 2.2 shall not affect either Party’s obligations with regards to Purchase Forms entered into prior to the effective date of such termination, and the Agreement shall continue to apply to all Engagements and all obligations of each Party under such Purchase Forms until completed.

2.3. Termination of Purchase Form for Cause. Either Party may terminate a Purchase Form if the other Party materially breaches its obligations under that Purchase Form and fails to cure such breach within 30 days following written notice thereof. If a Purchase Form is terminated by the Client under this Section 2.3 due to an uncured material breach of the Purchase Form by Provider, then with regards to the remainder of the then-current term, Client will not owe the pro rata Engagement Fees corresponding to that remainder of the term, and Provider will provide a pro rata refund of any prepaid fees corresponding to the remainder of that term. Termination pursuant to this Section 2.3 shall not affect either Party’s obligations with regards to other Purchase Forms or to the Agreement overall.

2.4. Termination of Agreement for Cause. Either Party may terminate the Agreement (including all Purchase Forms hereunder) if the other Party materially breaches the MTCA or DPA and fails to cure such breach within 30 days following written notice thereof. If the Agreement is terminated by the Client under this Section 2.4 due to an uncured material breach of the Purchase Form by Provider, then with regards to the remainder of the then-current term, Client will not owe the pro rata Engagement Fees corresponding to that remainder of the term, and Provider will provide a pro rata refund of any prepaid fees corresponding to the remainder of that term.

2.5. Suspension during Period of Breach. During any period when Client is in breach of this Agreement and has not yet cured such breach, Provider may in its discretion suspend access to and provision of the Training Courses and Certification Exams to Provider and its Authorized Participants, and withhold any other benefits corresponding to the Engagements, until the breach is cured. Any such suspension shall not affect Client’s obligation to pay the Engagement Fees or other obligations set forth in the Agreement. Upon Client’s cure of all such breaches, Provider will use reasonable efforts to restore access to and provision of the affected Training Courses and Certification Exams, but Provider shall not be required to do so to the extent Provider determines it is impracticable (such as resulting delays and scheduling difficulties for the applicable Engagements).

2.6. Survival. Sections 1, 2.6, 3.1, and 4-9 of the MTCA shall survive termination of this Agreement for any reason. For the avoidance of doubt, Client’s obligations to pay Engagement Fees shall survive expiration of any Purchase Form, and shall survive termination of any Purchase Form or of this Agreement by Provider pursuant to Sections 2.3 or 2.4, except as explicitly set forth therein.

3. Engagements.

3.1. Fees. For each Engagement set forth in a Purchase Form, Client shall pay to Provider the fees set forth on the Purchase Form (each, an “Engagement Fee”).

3.2. Provision of Engagements. In exchange for the payment of the Engagement Fees, and subject to the terms of the Agreement, Client shall receive the corresponding Engagements set forth in the applicable Purchase Form. The Purchase Form shall set forth details such as the number of Authorized Participant seats and the number or choice of Training Course(s) and Certification Exam(s) that are provided thereunder.

3.3. Authorized Participants. As used herein, “Authorized Participant” means an individual who both, at the time of taking any Training Course or Certification Exam, (a) is employed, or engaged as a contractor, by Client and (b) maintains a valid email address under the Client’s corporate domain names that are specified in the corresponding Purchase Form; and (c) for per-seat T&C Engagements, has been allocated a license seat for that T&C Engagement pursuant to the applicable Purchase Form. License seats for T&C Engagements may not be reused or transferred from one individual to another without the written permission of Provider. Client shall not permit any individual who is not an Authorized Participant to access the Training Courses or Certification Exams or their related Materials, as defined below. As part of the registration for Training Courses and Certification Exams, Authorized Participants may be required to (a) use Provider’s online registration system for signing up, using the coupon codes provided or otherwise, and to create a Linux Foundation ID (LFID); and (b) accept Provider’s privacy policy and terms and conditions for the applicable Training Course or Certification Exam. Client shall be responsible for the acts and omissions of its Authorized Participants with regards to their conduct in the Engagements, and their use of the provided content of any Training Courses and Certification Exams, including any such written, printed, electronic, audio, or video content (collectively, “Materials”).

3.4. The Parties shall comply with the terms of the Data Protection Addendum (Controller-to-Controller) attached hereto with regards to information that is shared regarding Authorized Participants’ participation in the Engagements.

3.5. Engagement Types. The following terms apply to any Engagements purchased by Participant hereunder, subject to Client’s compliance with this Agreement, and during the term and subject to the other quantities and limitations specified in the applicable Participation Form:

3.4(a). *eLearning Courses.* Provider authorizes Client to provide the eLearning Courses and Materials to Authorized Participants remotely over the internet. The specific details of the eLearning Course Engagement, including the manner in which Provider’s and/or Client’s respective learning management systems may be used, will be specified in the applicable Purchase Form. Client is responsible for ensuring that Authorized Participants have all necessary equipment and network access to participate in the eLearning Course.

3.4(b). *Virtual Courses.* An employee or contractor of Provider will provide the Virtual Course classes and Materials to Client’s Authorized Participants remotely over the internet, with timing as set forth in the Participation Form. Client is responsible for ensuring that Authorized Participants have all necessary equipment and network access to

participate in the Virtual Course.

3.4(c). *Onsite Courses.* An employee or contractor of Provider will provide the Onsite Course classes and Materials to Client’s Authorized Participants at a facility agreed upon by Client and Provider, with location and timing as set forth in the Participation Form. Client will supply the facility and the equipment set forth at <https://training.linuxfoundation.org/about/policies/on-site-training-facility-requirements/> or as may be otherwise indicated by Provider from time to time. If Provider agrees to provide hardware, Client will be liable for any loss or destruction of this equipment and hardware used in connection with the Onsite Course or otherwise.

3.4(d). *Certification Exams.* Provider will make available to Client coupon codes for use by Authorized Participants that desire to register for a Certification Exam. Coupon codes are subject to any limitations on use (including time limitations) specified in the applicable Participation Form. Client acknowledges and agrees that, as part of the registration for any Certification Exam, the Authorized Participants may be required to accept Provider’s terms and conditions for the applicable Certification Exam.

3.6. Client Responsibilities.

3.5(a). *General.* Without limitation of Client’s other responsibilities set forth herein, Client shall be solely responsible for (i) assessing each Authorized Participant’s suitability for any Training Course or Certification Exam; (ii) ensuring enrollment of its Authorized Participants in the appropriate Training Courses or Certification Exams; and (iii) its Authorized Participants’ participation in any Training Course or Certification Exam. Client will not solicit any instructor of a Virtual Course or an Onsite Course for further services for any purpose (including training) other than through Provider, except for routine courtesy and follow-up questions, until the earlier of (1) twelve months after delivery of the applicable Training Course, and (2) when the instructor ceases to be an employee or contractor of Provider.

3.5(b). *Facilities for Onsite Courses.*

3.5(b)(i). Client shall be solely responsible for ensuring that the facilities it provides for Onsite Courses are safe, secure and compliant with all applicable laws, including applicable workplace health and safety regulations and requirements. In particular, Client shall ensure that the facilities and all Authorized Participants comply at all times with all applicable guidelines, recommendations and requirements from federal, state and local authorities regarding coronavirus or other infectious diseases (collectively, “Disease Requirements”). Client shall indemnify, defend and hold harmless Provider from any damages resulting from a failure to comply with applicable Disease Requirements for an Onsite Course.

3.5(b)(ii). If Client is unable to provide a suitable facility and environment or is otherwise unable to comply with applicable Disease Requirements for an Onsite Course, Client shall immediately contact Provider to discuss. If applicable Disease Requirements would make it commercially impracticable or illegal to hold the Onsite Course as planned, then upon written notice either Provider or Client may suspend the Onsite Course, and Provider and Client shall negotiate in good faith to either (1) reschedule the Onsite Course to a later date, or (2) convert the Onsite Course to a Virtual Course of equal value.

4. Payments.

4.1. Invoices. Provider or its designee will submit an invoice to Client. Unless otherwise directed by Client, all PO(s), invoices and payments will be issued through the designated invoice and payment system of Client, which Provider will use reasonable efforts to use; provided, that Provider shall not be required to accept any requirements not specified in this Agreement in connection with such system, and Provider may require the use of an alternative invoice and payment process in its discretion.

4.2. Method of Payment. Client may make payment by wire transfer, check, or credit card, or by any alternative method that is approved by Provider. If Client makes payment by credit card, then Provider may charge an additional processing fee.

4.3. Taxes. The Provider operates as a tax-exempt organization in the United States. Client shall be responsible for the payment of all taxes applicable to the Engagement Fees, irrespective of the jurisdiction where such taxes may be levied, excluding only taxes on Provider's net income.

4.4. Payment Due Date. Except where otherwise specified in a Purchase Form, Client shall pay all invoiced Engagement Fees within 30 days following receipt of the invoice. If Client does not pay the Engagement Fees prior to the applicable due dates, Provider may suspend the corresponding Engagement benefits as set forth in Section 2.5 above.

5. Confidentiality.

5.1. Confidential Information. As used herein, "Confidential Information" shall include Client's business, financial, and strategic information, which is maintained by the discloser as confidential, and is inadvertently disclosed by Client's Authorized Participants to the instructor during a Virtual Course or an Onsite Course, and which is either (i) identified in writing at the time of disclosure as confidential by an appropriate legend or marking, or (ii) identified orally at the time of disclosure as confidential and then subsequently identified by written notice as confidential within 15 days following such disclosure. Notwithstanding anything to the contrary in this Agreement, "Confidential Information" shall not include anything relating to or pertaining to any contribution (current or future) to any open source or open standards project.

5.2. Obligations. For two years following the applicable Virtual Course or Onsite Course, Provider shall not disclose the Confidential Information of Client to a third party, nor use it for any purpose other than the exercise of its rights and performance of its obligations hereunder.

5.3. Directions to Authorized Participants. The provisions of section 5.2 are subject to Client, prior to each Virtual Course and Onsite Course, instructing its Authorized Participants that they should not disclose any Confidential Information to the instructor.

5.4. Additional Restrictions. Additionally, neither Party may disclose the specific dollar amounts paid by Client to Provider without the specific written authorization from the other Party. The preceding sentence shall not prevent disclosure of such amounts to the Party's directors, advisors and other representatives, or disclosure as necessary to perform the Party's obligations hereunder or as may be required by law.

6. Intellectual Property.

6.1. Materials. The Materials are protected by copyright and other intellectual property rights. The training materials are provided for individual use by Authorized Participants in the form in which they are provided. Except as otherwise indicated in the Materials themselves, they may not be copied, modified, distributed to anyone other than Authorized Participants or used to provide training to others without the prior written consent of Provider. Open source code incorporated in the Materials may have other copyright holders and is used pursuant to the applicable open source license. Client will inform all Authorized Participants that the Materials incorporate proprietary materials and Client will not remove any proprietary markings on any of the Materials. Any feedback Client or its Authorized Participants might provide to Provider with respect to any Materials will become, as between Client and Provider, the property of Provider, and Client hereby assigns any rights Client might have in any such feedback to Provider.

6.2. Logo Usage. Provider may use Client's name and logo (the "Client Marks") on Provider's web site and similar public materials to identify Client as a client of Provider's training and certification offerings. Any goodwill arising from such use of the Client Marks will inure to the sole benefit of Client. Upon receipt of written notice from Client, Provider will, as applicable, (a) remove the Client Marks from Provider's web site and similar public materials, or (b) correct any instances where Provider's use of the Client Marks does not conform with Client's trademark usage guidelines.

7. Disclaimer.

PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE ENGAGEMENTS, THE MATERIALS OR THIS AGREEMENT, EITHER TO CLIENT, TO THE AUTHORIZED PARTICIPANTS OR TO ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS IN ANY OPEN SOURCE SOFTWARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER DOES NOT WARRANT THAT THE MATERIALS OR ENGAGEMENTS WILL BE FREE FROM BUGS, DEFECTS, DATA LOSS OR ERRORS, OR WILL BE ACCESSIBLE WITHOUT INTERRUPTION.

8. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR (2) ANY DAMAGES IN AN AMOUNT EXCEEDING THE ENGAGEMENT FEE FOR THE SPECIFIC ENGAGEMENT TO WHICH THE LIABILITY RELATES, IN EACH CASE WHERE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE SUBJECT MATTER HEREOF. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF PROVIDER TO CLIENT AND ALL OTHER PARTIES AFFILIATED WITH CLIENT RELATING TO OR ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE EXPENSE OF ANY INDEMNIFICATION OR SIMILAR OBLIGATION, SHALL NOT EXCEED THE AMOUNT INSURED AND ACTUALLY PAID OUT UNDER THE GENERAL COMMERCIAL INSURANCE POLICY OF PROVIDER. THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASIS OF THE DECISION OF PROVIDER TO OFFER THE ENGAGEMENTS, AND SHALL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH DAMAGES MAY BE CLAIMED, REGARDLESS OF WHETHER A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER THE FOREGOING LIMITATIONS OF LIABILITY CAUSE ANY REMEDY TO FAIL IN ITS ESSENTIAL PURPOSE.

9. Miscellaneous.

9.1. Entire Agreement; Modifications. Each Party acknowledges that they have read this Agreement, understand it and that it is the complete and exclusive statement of their agreement which supersedes any prior agreement, oral or written, between the Parties regarding the Engagements. No modification of this Agreement shall be enforceable against either Party unless in writing signed by such Party.

9.2. Counterparts. This Agreement may be executed in one or more counterparts and may be signed physically or electronically, including via exchange of signed PDF documents. Each counterpart shall be an original, but all such counterparts shall constitute a single instrument.

9.3. Relationship of the Parties. For all purposes of this Agreement, each Party shall be and act as an independent contractor and not as a partner, joint venturer, representative or agent of the other. Neither Party has any authority to act on behalf of or to enter into any contract, incur any liability or make any representation or warranty on behalf of the other Party.

9.4. Governing Law and Jurisdiction. This Agreement shall be governed exclusively by the laws of the State of California, without reference to its principles of conflicts of law, the 1980 United Nations Conventions on Contracts for the International Sale of Goods, or other international laws. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of California.

9.5. Notices. Any notice under this Agreement shall be given in writing delivered (a) if to Client, to the mailing address or email address set forth in any Purchase Form hereunder; or (b) if to Provider,

to The Linux Foundation, 548 Market St., PMB 57274, San Francisco, CA 94104-5401, training@linuxfoundation.org. Any such notice shall be deemed to have been delivered and given either (i) on the delivery date if sent by email or if delivered personally to the Party to whom it is directed; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) three business days after being mailed by certified mail, postage prepaid, return receipt requested.

9.6. Force Majeure. Either Party will be excused for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, fire, flood, embargo, disaster, pandemic or similar global, national or regional spread of disease, riot, sabotage, failure of the Internet, labor shortage or dispute, or governmental act, provided that the affected Party gives the other Party prompt notice of such cause to the extent practicable.

9.7. Waiver. A Party's failure or delay in exercising its rights under the Agreement shall not operate as a waiver of those rights or constitute a waiver of any prior, concurrent, or subsequent breach.

9.8. Severability. If any provision of the Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of the Agreement shall nevertheless remain in full force and effect.

Data Protection Addendum to Training and Certification Terms (controller to controller)

This Data Protection Addendum ("**Addendum**"), dated as of the Effective Date, forms part of the **Master Training and Certification Agreement** to which it is attached (the "**Agreement**") between Company and TLF. The terms used in this Addendum will have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein will have the meaning given to them in the Agreement.

TLF and Company acknowledge that each of them may be a Controller of Personal Data that is Processed in connection with the performance of the Agreement:

- TLF, as the provider of T&C Engagements to Company's personnel hereunder, may provide Authorized Participants with access to Training Courses, Certifications Exams, and other materials via TLF's platform. Authorized Participants will create and control their own user accounts on TLF's platform pursuant to TLF's privacy policies.
- Company, as the employer of Authorized Participants and the sponsor and source of funding for Authorized Participants to participate in T&C Engagements, may receive details from TLF regarding Authorized Participants' enrollment in and completion of T&C Engagements in connection with Company's supervision of the Authorized Participants, and may provide contact details to TLF regarding Authorized Participants to enable TLF to deliver the T&C Engagements to them.
- Categories of Personal Data: name, email address and other contact information, and details of T&C Engagement enrollment, participation and completion
- Types of Data Subjects: Authorized Participants under the Agreement

TLF and Company desire to set forth their respective responsibilities regarding the Processing of Personal Data relating to the foregoing, and accordingly agree as follows:

1. Definitions. In this Addendum, the following terms will have the meanings set out below:

- a) **“Controller”, “Data Subject”, “Personal Data Breach”, “Process/Processing”, “Processor”, and “Special Categories of Personal Data,”** or their equivalent terms under applicable Data Protection Laws, will have the same meaning as defined under applicable Data Protection Laws;
- b) **“Affiliate”** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with either TLF or Company (as the context allows), where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- c) **“CCPA”** means the California Consumer Privacy Act and any implementing regulations issued thereto, each as amended (including by the California Privacy Rights Act and any regulations promulgated thereto).
- d) **“Company Affiliate”** means an Affiliate of Company;
- e) **“Data Subject Request”** means a request from a Data Subject to exercise any right under Data Protection Laws;
- f) **“Data Protection Laws”** means all national, federal, state, provincial, local, and international privacy, cybersecurity and data protection laws applicable to the Processing of Personal Data under this Addendum, together with any implementing or supplemental rules and regulations, each as amended, including but not limited to, to the extent applicable, the CCPA and GDPR.
- g) **“Deidentified Data”** means data that (i) is not linked or reasonably linkable to, and cannot reasonably be used to infer information about, a particular individual, household, or personal or household device; and (ii) is subject to reasonable measures to ensure that such data cannot be associated with a particular individual or household (including any or personal or household device), including by any recipient of such data.
- h) **“EEA”** means the European Economic Area, and unless otherwise indicated, EEA or Member States of the EEA continues to include the United Kingdom following its exit from the European Union;
- i) **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (known as the General Data Protection Regulation).
- j) **“Personal Data”** means any information relating to an identified or identifiable natural person, as well as other information defined as “personal data,” “personal information” or equivalent term under Data Protection Laws;
- k) **“Restricted Transfer”** means a transfer of Personal Data from Discloser to Recipient (including any onward transfer between the establishments of such), to the extent such transfer would be prohibited or restricted by Data Protection Laws, or by the terms of data transfer agreements, in the absence of the Standard Contractual Clauses;
- l) **“Standard Contractual Clauses”** means (i) the standard contractual clauses for the transfer of Personal Data to entities established in third countries as set out in Commission Decision C/2021/3972, with selections for Module One (Transfer Controller to Controller), as updated, amended, replaced or superseded from time to time by the European Commission, or (ii) any other contractual clauses or other mechanism approved by a Supervisory Authority or by Data Protection Laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Supervisory Authority or Data Protection Laws;
- m) **“Supervisory Authority”** means (a) an independent public authority which is established by a Member State pursuant to GDPR, Art. 51; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws; and
- n) **“TLF Affiliate”** means an Affiliate of TLF.
- o) **“UK Data Protection Laws”** means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (“UK GDPR”), together with the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (as amended) and other data protection or privacy legislation in force from time to time in the United Kingdom. In this Addendum, in circumstances where and solely to the extent that the UK GDPR applies, references to the GDPR and its provisions shall be construed as references to the UK GDPR and its corresponding provisions, and references to “EU or Member State laws” shall be construed as references to UK laws.
- p) **“UK IDTA”** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018, as may be amended or replaced from time to time.

2. Controllers

- a) The parties acknowledge that each will act as a separate Controller in relation to the Personal Data which they Process.
- b) The parties will each comply with their respective obligations under Data Protection Laws in respect of their processing of Personal Data.

3. Disclosing of Personal Data. Where acting as a Discloser, each party will:

- a) only disclose the Personal Data for one or more defined purposes which are consistent with the terms of the Agreement and the preamble to this Addendum (**“Permitted Purposes”**);

- b) ensure that a notice has been made available and will continue to be accessible to the relevant Data Subject(s) informing them that their Personal Data will be disclosed to the Recipient or to a category of third party describing the Recipient;
- c) ensure that it has obtained any necessary consents or authorizations required to permit the Recipient to freely Process the Personal Data for the Permitted Purposes;
- d) not disclose any Special Categories of Personal Data to the Recipient; and
- e) be responsible for the security of any Personal Data in transmission from the Discloser to the Recipient (or otherwise in the possession of the Discloser).

4. Processing of Personal Data. Where acting as a Recipient, each party will:

- a) not Process Personal Data in a way that is incompatible with the Permitted Purposes (other than to comply with a requirement of applicable law to which Recipient is subject);
- b) not Process Personal Data for longer than is necessary to carry out the Permitted Purposes (other than to comply with a requirement of applicable law to which Recipient is subject); and
- c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, have in place appropriate technical and organizational security measures to protect the Personal Data against unauthorized or unlawful Processing, or accidental loss or destruction or damage.

5. CCPA Obligations. As a non-profit corporation, TLF is not a “business” for purposes of the CCPA. To the extent the CCPA applies to the Processing of Personal Data that one Party provides to the other Party, and without limiting other obligations herein, the following shall apply:

- a) The Parties agree that the Parties disclose Personal Data to one another for the Permitted Purposes;
- b) The Parties will (i) comply with all applicable Data Protection Laws in the Processing of Personal Data and shall provide the same level of privacy protection as is required by Data Protection Laws and this Addendum; and (ii) only Process Personal Data for the Permitted Purposes or as permitted or required by applicable Data Protection Laws;
- c) If either Party believes it will be unable to comply with Data Protection Laws, such Party will promptly notify the other Party. Without limiting the foregoing, the Parties grant one another the right to take reasonable and appropriate steps: (i) to help ensure the Recipient uses Personal Data transferred in a manner consistent with Disclosing Party’s obligations under Data Protection Laws; and (ii) to, upon notice, stop and remediate any unauthorized use and Processing of Personal Data. Upon request by a Party, the other Party will provide the information necessary to demonstrate compliance with this Addendum and the CCPA; and
- d) To the extent the Parties receive or otherwise Processes Deidentified Data associated with, derived from, or otherwise related to Personal Data under the Agreement, the Parties will: (i) take reasonable measures to ensure that the Deidentified Data cannot be associated with an individual, household or device; (ii) publicly commit to maintain and use the information in deidentified form and not attempt to reidentify the information; (iii) otherwise comply with applicable requirements for retention and Processing of Deidentified Data under Data Protection Laws; and (iv) contractually obligate any further recipient to comply with all provisions of this Section 5(d).

6. Personal Data Breaches

- a) The Recipient will notify the Discloser without undue delay following any Personal Data Breach involving the Personal Data.
- b) Each party will co-operate with the other, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities or to Data Subjects which are required following a Personal Data Breach involving the Personal Data.

7. Further Co-operation and Assistance. Each party will co-operate with the other, to the extent reasonably requested, in relation to:

- a) any Data Subject Requests;
- b) any other communication from a Data Subject concerning the Processing of their Personal Data; and
- c) any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with Data Protection Laws.

8. Description of Personal Data. The parties acknowledge that the Personal Data (a) may include the categories of personal data specified in the preamble to this Addendum, which do not include any Special Categories of Data (sensitive data); (b) are related to the types of Data Subjects specified in the preamble to this Addendum; and (c) are disclosed and transferred for the Permitted Purposes.

9. Restricted Transfers. With respect to any Restricted Transfers, the parties hereby enter into the Standard Contractual Clauses, which are incorporated by reference into this Addendum as follows:

- a) Where personal data is disclosed by TLF, TLF for itself and its relevant Affiliates is the “data exporter” and Company and its relevant affiliates are the “data importers.”
- b) Where personal data is disclosed by Company, Company and its relevant Affiliates are the “data exporters” and TLF for itself and its relevant affiliates is the “data importer.”

- c) Both parties have the authority to enter into the Standard Contractual Clauses for themselves and their respective relevant Affiliates.
- d) Clauses 17 (Option 1) and 18 of the Standard Contractual Clauses shall specify Belgium as the selected EU Member State.
- e) Annex I to the Standard Contractual Clauses shall be deemed to be prepopulated with the relevant information in Section 8 of this Addendum, and the following contact information: (a) data exporter: the relevant data exporter's mailing address set forth in the preamble to the Agreement; and (b) data importer: the relevant data importer's contact information set forth in the preamble to the Agreement; for each, in the case of TLF, Attn: Legal Department.
- f) Annex II to the Standard Contractual Clauses shall be deemed to be prepopulated with the following:
 - A. Data importer has implemented commercially reasonable technical and organizational measures for protecting Personal Data, including with respect to its relevant information processing systems, and reasonable and appropriate technical, physical and administrative measures will be maintained to protect Personal Data under data importer's possession or control against unauthorized or unlawful Processing or accidental loss, destruction or damage, including:
 1. employees and other personnel that regularly handle Personal Data receive privacy and security appropriate to their responsibilities;
 2. documented policies, procedures and processes for managing the security risks related to Processing of Personal Data;
 3. devices, systems, facilities and assets that Process Personal Data ("assets"), and that are material to the provision of the services, are identified and managed;
 4. security risks are identified, and are assessed regularly;
 5. access to assets is limited to authorized users;
 6. access logs are collected and reviewed as appropriate;
 7. remote access to assets is restricted and securely managed;
 8. Personal Data is physically and logically separate from the Personal Data of other clients/customers/partners;
 9. electronic and paper records containing Personal Data are securely destroyed in accordance with secure destruction policies and procedures;
 10. appropriate technical security solutions are implemented and managed to protect the confidentiality, integrity and availability of Personal Data;
 11. maintenance and repair of information system components is performed in a controlled and secure manner;
 12. incident response processes and procedures are maintained to provide for timely identification of, response to, and mitigation of detected Personal Data Breaches; and
 13. backups and disaster recovery processes are in place.
 - B. Reasonable steps will be taken in an effort to ensure the reliability of personnel having access to Personal Data.
 - C. Appropriate due diligence will be conducted on subprocessors to ensure that each is capable of providing an appropriate level of protection for Personal Data.
- g) Although Company and TLF intend that this Addendum shall be deemed to include the Standard Contractual Clauses as set forth in this Section 9, upon either Party's request Company and TLF shall execute a separate copy of the Standard Contractual Clauses, with such selections as set forth herein.
- h) To the extent UK Data Protection Laws apply, the Standard Contractual Clauses shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK IDTA, and the Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK IDTA is as set out in the Agreement and/or in this Addendum.
- i) The parties agree that, with respect to Swiss Personal Data, the Standard Contractual Clauses will apply amended and adapted as follows:
 - A. the Swiss Federal Data Protection and Information Commissioner is the exclusive supervisory authority;
 - B. the term "member state" must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18; and
 - C. references to the GDPR in the Standard Contractual Clauses shall also include the reference to the equivalent provisions of the Swiss Federal Act on Data Protection (as amended or replaced).

10. Governing Law and Jurisdiction. Without prejudice to clauses 17 and 18 of the Standard Contractual Clauses:

- a) the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and
- b) this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.