

Vbrick Subscription EULA

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Vbrick shall, if processing Your Personal Data as a Data Processor: (i) only process Your Personal Data for the duration of the Agreement; (ii) only process Your Personal Data on behalf of You to provide the Products and Services; (iii) only process Your Personal Data on and in accordance with Your instructions and as set forth in this Agreement; (iv) ensure that appropriate technical and organizational measures are taken to protect against the accidental, unauthorized or

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For purposes of section 2(iv) immediately above, the Parties acknowledge and agree that the provision of the Products, Services and/or Software may involve a transfer of Your Personal Data from Vbrick to its Affiliates (if any) and third-party data processors engaged in the provision of the Services and located outside the EEA. In approving such transfers, each Party: (i) enters into the Standard Contractual Clauses found at https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en; and (ii) shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the applicable data protection laws ("Data Protection Laws"), and shall make such information available to any data protection regulator on request.

You acknowledge that Vbrick is reliant on You for direction as to the extent to which Vbrick is entitled to use and process Your Personal Data. Consequently, Vbrick will not be liable for any claim brought by a Data Subject (including under Article 82 of the GDPR) to the extent that such action or omission resulted directly from Your instructions. You shall be responsible for ensuring that its instructions comply with all applicable laws and regulations.

You are responsible for (a) obtaining all necessary consents from the Data Subjects (where applicable) and providing all applicable privacy notices and disclosures to the Data Subjects (as required under the Data Protection Laws) to enable Vbrick to collect, process and share Your Personal Data as anticipated under this Agreement; and (b) providing Vbrick with instructions for processing Your Personal Data that are in compliance with the Data Protection Laws.

Vbrick shall provide reasonable assistance to You in respect of any Data Access Requests that You notify Vbrick about in writing. You shall promptly (and, in any event, within 7 days) notify Vbrick following the receipt of: (i) a complaint, communication or notice which relates directly or indirectly to the processing of Your Personal Data by Vbrick; or (ii) a request from a Data Subject to exercise their rights under the Data Protection Laws in relation to Your Personal Data ("**Data Access Requests**") and shall provide sufficient information to enable Vbrick to supply any Your Personal Data included in the Data Access Requests. Vbrick shall not be liable for any enforcement action by a governmental body with the rights to enforce these provisions ("DP Regulator"), losses, damages or costs suffered or incurred by You in connection with any Data Access Request, where such enforcement action by a DP Regulator, losses, damages or costs are in any way attributable to Your failure to comply with this paragraph.

Each party shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement, which processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in this Agreement or other written instructions from You.

Vbrick may authorize third parties ("Third-Party Subprocessors") to process Your Personal Data in connection with the Services and its obligations hereunder. Vbrick shall ensure that any such Third-Party Subprocessors only process Your Personal Data on the basis of a written contract which imposes on and secures from such Third-Party Subprocessors obligations in compliance with applicable Data Protection Laws and that are substantially the same as those contained

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If the Software Product is hosted by Vbrick at its data center, Vbrick will comply with the Vbrick Service Level Commitment documented at <http://www.vbrick.com/ca/vbrick-service-level-commitment.pdf>, with Vbrick's system logs and other records shall be used for calculating any service level events, and Vbrick's liability for interruptions in service is limited to the credits provided for in such Vbrick Service Level Commitment document.

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This EULA constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements pertaining to the subject matter hereof. This EULA shall not be amended, altered or changed by any purchase order or other instrument submitted by You, whether formally rejected by Vbrick or not. If Vbrick provides any modification, enhancement, replacement or update for the Software Product to You, such modification, enhancement, replacement, or update shall be governed by the terms of this EULA and is permitted only if You possess a valid license to the previous version of the Software Product to which the modification, enhancement, replacement or update applies. Vbrick may also require additional or different terms and conditions as a condition to Your using such modification, enhancement, replacement or update. Your installation and use of a modification, enhancement, replacement or update indicates Your acceptance of this EULA and any such additional or different terms and conditions with respect to such modification, enhancement, replacement or update.

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You acknowledge that (i) You have read and understand this EULA; (ii) this EULA has the same force and effect as a signed agreement; (iii) issuance of this EULA does not constitute general publication of the Software Product and Documentation; and (iv) the individual accepting this EULA on behalf of a corporation or other legal entity personally represents that he or she is duly authorized to accept this EULA on behalf of such entity and that this EULA is binding upon such entity.

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