**SOFTWARE USAGE AGREEMENT**

This Software Usage Agreement ("Agreement") is entered into on this 15th day of March, 2024 (the "Effective Date") between Magnataur Consulting LLC with a place of business at 600 Guadalupe St #4916, Austin, TX, 78701 ("Company"), and <CLIENT>. There shall be no force or effect to any different terms of any related purchase order or similar form unless signed by the parties after the date hereof.

| **Magnataur Consulting, LLC** | **<CLIENT>** |
|---|---|
| _____ | _____ |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

## TERMS AND CONDITIONS

### 1. SAAS SERVICES AND SUPPORT; OWNERSHIP

1.1 Subject to the terms of this Agreement, Company will provide Customer the Services (as described in the Order Form). As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Company shall own and retain all right, title and interest in and to (a) the Services (as described in the Order Form) and Software (as defined below) and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services or the Implementation Services (as described in the Order Form) or related support provided by Company, and (c) all intellectual property rights related to any of the foregoing. For avoidance of doubt, the foregoing does not apply to Customer Data (as defined below).

### 2. REFERENCE ACCOUNT

Customer agrees to serve as a reference account for prospective Company customers. Notwithstanding anything to the contrary in this document, Company may include Customer's name, logo or trademarks in marketing materials, customer lists, or other public communications. As a reference account, Customer agrees to participate in the following upon reasonable request by Company:

2.1 At Customer's discretion, Providing a corporate logo and quote from a decision maker for use by Company in marketing activities and on the Company public website (subject to Customer's approval rights under this Section).

2.2 At Customer's discretion, Development of a case study or testimonial that may be published and/or used as marketing collateral (subject to Customer's approval rights under this Section).

2.3 At Customer's discretion, use commercially reasonable efforts to be available for interviews to prospective investors, media or analysts (maximum of 5 interviews, 20 minutes each)

2.4 At Customer's discretion, use commercially reasonable efforts to be available for interviews to prospective customers (maximum of 3 interviews per quarter, 15 minutes each)

### 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer or its affiliates' premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, fully paid-up license to use such Software during the Term only in connection with the Services.

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment,

and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

## 4. CONFIDENTIALITY

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information" of the Disclosing Party). Confidential Information of Company includes information regarding features, functionality and performance of the Service. Confidential Information of Customer includes all Customer Data, as defined below. The Receiving Party agrees: (i) to take reasonable precautions to protect Confidential Information against unauthorized use or disclosure, (ii) not to use Confidential Information except as reasonably necessary in connection with the performance of this Agreement or otherwise in accordance with the Disclosing Party's prior written consent; and (iii) not disclose Confidential Information to any third parties other than the Receiving Party's employees, agents, and service providers who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder except with the Disclosing Party's prior written consent. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law.

## 5. CUSTOMER DATA

5.1 As used herein, "Customer Data" means all information and data provided by Customer to Company in connection with Customer's use of the Services, or that is created or collected by Customer through the Services. Customer Data includes, without limitation.

5.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Customer hereby grants to Company a non-exclusive, royalty-free license, to access, use, copy, and disclose Customer Data as necessary to provide the Services and the Implementation Services, or otherwise at Customer's direction. Customer represents and warrants that it has the valid and enforceable right to provide to Company all Customer Data and materials furnished hereunder for use in accordance with this Agreement. Customer represents, warrants and covenants that the Customer Data, at all times during the Term:

(a) is provided to Company in accordance with all applicable laws, including without limitation laws related to audio and video recording, intellectual property, privacy and export control;

(b) does not infringe any intellectual property rights;

(c) does not violate the privacy, publicity, or other rights of third parties or any other law, statute, ordinance or regulation;

(d) does not misrepresent the source of the Customer Data;

(e) does not misrepresent Customer's identity; and

(f) does not contain any viruses, Trojan horses, spyware, malware, worms, time bombs, or other harmful content intended to damage, detrimentally interfere with, intercept, or expropriate any system, or data.

If Customer becomes aware of any violation of this Agreement in connection with use of the Software or Services, Customer may contact Company at the contact information listed on the Order Form. Company may investigate complaints and violations and take actions it believes are appropriate, including, but not limited to issuing warnings, removing content or terminating accounts or attendance. However, because situations and interpretations vary, Company also reserves the right not to take any action. Customer is solely responsible for all data or other content loaded into or viewable under the Services.

5.3 Customer agrees that Customer Data will not contain, and Customer shall not otherwise provide to Company, any (i) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards ("PCI DSS"), or other personal financial account numbers; or (ii) protected health information regulated by the Health Insurance Portability and Accountability Act ("HIPAA") (collectively, "Sensitive Personal Data"). Client acknowledges that Company is not a "Business Associate" or "Subcontractor" (as those terms are defined in HIPAA) or a payment card processor, that the Services are not intended to comply with HIPAA or PCI DSS, and that Company shall have no liability under this Agreement for Sensitive Personal Data, notwithstanding anything to the contrary herein.

5.4 To the extent Customer Data includes any Personal Data, Company and Customer shall comply with their respective obligations as set forth in Attachment A (Customer Data Processing Addendum) attached hereto and incorporated by reference herein with respect to the Processing of such Personal Data. For purposes of this Section, the terms "Personal Data" and "Processing" have the meanings assigned in Attachment A.

5.5 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information

concerning Customer Data and other information relating to Customer's use of the Services, and data and insights derived therefrom) on an aggregated and anonymized basis, and Company will be free (during and after the term hereof) to (i) use such information and data internally to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate and de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

## 6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall provide advance notice in writing or by e-mail of any scheduled service disruption. COMPANY DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 7. FORCE MAJEURE.

In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemic, epidemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo or blackout.

## 8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES; OR (B) EXCEPT IN THE CASE OF FRAUD, NEGLIGENCE, WILLFUL MISCONDUCT OR MATERIAL BREACH ("MATERIAL BREACH" BEING AS DEFINED HEREIN IN SECTION 7.2) OF THIS AGREEMENT, FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent. Neither party may transfer or assign any of its rights and obligations under this Agreement without the other party's consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

# CUSTOMER DATA PROCESSING ADDENDUM

This Customer Data Processing Addendum ("DPA") forms part of the SaaS Services Agreement ("Agreement") between Company and Customer. All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement. Unless clearly stated otherwise, references to "Sections" in this DPA refer to sections of this DPA.

With respect to the Processing of Personal Data, the parties agree as follows:

**1. Definitions.** As used in this DPA:

1.1. "CCPA" means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq.

1.2. "Data Breach" means any breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data Processed by Company or a Sub-processor.

1.3. "Data Controller" means an entity that determines the purposes and means of the Processing of Personal Data.

1.4. "Data Processor" means an entity that Processes Personal Data on behalf of a Data Controller.

1.5. "Data Protection Laws" means all data protection and privacy laws applicable to each party's respective activities involving the Processing of Personal Data under this DPA, including, where applicable, GDPR and CCPA.

1.6. "EEA" means, for the purposes of this DPA, the European Economic Area, United Kingdom and Switzerland.

1.7. "GDPR" 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) and any member state law implementing the same.

1.8. "Personal Data" means any information relating to an identified or identifiable natural person that is (i) included in Customer Data that Company Processes on behalf of Customer in the course of providing the Services; and (ii) subject to the Data Protection Laws.

1.9. "Processing" has the meaning given to it under applicable Data Protection Laws and "process," "processes" and "processed" shall be interpreted accordingly.

1.10. "Services" means the Services and the Implementation Services as described in the Agreement.

1.11. "Standard Contractual Clauses" means the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC pursuant to the European Commission Decision of 5 February 2010 and attached to this DPA as Annex 2.

1.12. "Sub-processor" means any Data Processor engaged by Company to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA.

**2. Relationship with the Agreement.**

2.1. The parties agree that this DPA shall replace any existing DPA or other contractual provisions pertaining to the subject matter contained herein the parties may have previously entered into in connection with Services.

2.2. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

2.3. Any claims brought under or in connection with this DPA shall be subject to the terms and conditions, including but not limited to the exclusions and limitations of liability, set forth in the Agreement.

**3. Roles of the Parties; Processing of Personal Data.**

3.1. As between Company and Customer, Customer is the Data Controller of Personal Data and Company is the Data Processor of Personal Data.

3.2. Customer agrees that (i) it shall comply with its obligations as a Data Controller under the Data Protection Laws in respect of its Processing of Personal Data and any Processing instructions it issues to Company; and (ii) it has provided all notices, and obtained all consents and rights, necessary under Data Protection Laws for Company to Process Personal Data and provide the Services as described in the Agreement. Customer shall immediately notify Company and cease Processing Personal Data in the event any required authorization or legal basis for Processing is revoked or terminates.

3.3. Company shall Process Personal Data only to provide the Services and for the purposes described in the Agreement, or otherwise in accordance with Customer's documented and agreed-upon lawful instructions, unless Processing is required by applicable law, in which case Company shall to the extent permitted by applicable law inform Customer of that legal requirement before the relevant Processing. Company shall not otherwise retain, use, or disclose Personal Data for any purpose other than for the specific purpose of performing the Services as described in the Agreement and this DPA, including retaining, using, or disclosing Personal Data for a commercial purpose other than providing the Services.

**4. Details of Processing of Personal Data.**

4.1. The subject matter and duration of the Processing of the Personal Data are described in the Agreement and this DPA. The nature and purpose of the Processing of Personal Data is providing the Services.

4.2. The types of Personal Data that may be Processed are determined by Customer and may include information such as personal contact details such as name and email address; social media identifiers; and professional information, such as job function, title, and employer. Other Personal Data may be submitted as reasonably necessary for Customer to receive or use the Services.

4.3. The Processing of Personal Data pursuant to this DPA will pertain to individuals including employees and contractors of Customer; and current and prospective customers and business partners of Customer. The obligations and rights of Customer and Company and the duration of Processing are set forth in the Agreement and this DPA.

**5. Data Security**. Each party shall take appropriate technical and organizational measures against unauthorized or unlawful Processing of Personal Data or its accidental loss, destruction, or damage. Company shall implement and maintain commercially reasonable technical and organizational security measures designed to protect Personal Data from Data Breaches, including the security measures described in Annex 1 to this DPA. Customer agrees that it is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Personal Data when in transit, and taking any appropriate steps to securely encrypt or backup Personal Data, as well as the security obligations outlined in the Agreement.

**6. Data Breach Response.** Company shall notify Customer without undue delay after becoming aware of any Data Breach. Company shall make reasonable efforts to identify the cause of the Data Breach and shall undertake such steps as Company deems necessary and reasonable in order to remediate the cause of such Data Breach. Company shall provide information related to the Data Breach to Customer in a timely fashion and as reasonably necessary for Customer to maintain compliance with the Data Protection Laws.

7. **Confidentiality of Processing.** Company shall ensure that any person who is authorized by Company to Process Personal Data (including its staff, agents, and subcontractors) shall be under an appropriate obligation of confidentiality.

8. **Return or Deletion of Personal Data.** Upon expiration or termination of the Agreement, Company shall (at Customer's election) delete or return, if feasible, to Customer all Personal Data remaining in its possession or control, save that this requirement shall not apply: (i) to the extent Company is required by applicable law to retain some or all of the Personal Data; or (ii) to Personal Data Company has archived on back-up systems. In all such cases, Company shall maintain the Personal Data securely and limit Processing to the purposes that prevent deletion or return of the Personal Data. The terms of this DPA shall survive for so long as Company continues to retain any Personal Data.

9. **Sub-processing.** Customer hereby authorizes Company to engage Sub-processors to Process Personal Data on Customer's behalf, including the Sub-processors currently engaged by Company. Company shall: (i) take commercially reasonable measures to ensure that Sub-processors have the requisite capabilities to Process Personal Data in accordance with this DPA; (ii) enter into a written agreement with each Sub-processor that requires the Sub-processor to protect the Personal Data to the same standard required by this DPA; and (iii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Company to breach any of its obligations under this DPA. Company will notify Customer in the event that it intends to engage different or additional Sub-processors that will Process Personal Data pursuant to this DPA, which may be done by email or posting on a website identified by Company to Customer. Customer must raise any objection to posted Sub-processors within five (5) calendar days of the posted update. Customer's objection shall only be effective if submitted to Company in writing, specifically describing Customer's reasonable belief that Company's proposed use of the Sub-processor(s) will materially, adversely affect Customer's compliance with Data Protection Laws. In any such case, the parties will make reasonable efforts to reconcile the matter. In the event Customer's concern cannot be resolved, Company may terminate the Agreement with no penalty and Customer shall immediately pay all fees and costs then owing and incurred by Company as a result of termination.

10. **International Transfers.**

    10.1. To the extent Company's performance of the Services requires the transfer of Personal Data from within the EEA to a country outside the EEA not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR), the Standard Contractual Clauses will apply to the transfer and are incorporated by reference herein.

11. **Data Protection Authority Inquiries**. Company shall provide commercially reasonable cooperation to assist Customer in its response to any requests from data protection authorities with authority relating to the Processing of Personal Data under the Agreement and this DPA. In the event that any such request is made directly to Company, Company shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If Company is required to respond to such a request, Company shall promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

12. **Individual Rights and Requests.** To the extent Customer does not have the ability to independently correct, amend, or delete Personal Data, or block or restrict Processing of Personal Data, then at Customer's written direction and to the extent required by Data Protection Laws, Company shall provide reasonable assistance to Customer with any commercially reasonable request by Customer to facilitate such actions. Company shall, to the extent legally permitted, promptly notify Customer if it receives a request from an individual data subject for access to, correction, amendment or deletion of that person's Personal Data, or a request to restrict Processing. Company shall provide Customer with commercially reasonable cooperation and assistance in relation to handling of a data subject's request, to the extent legally permitted and to the extent Customer does not have the ability to address the request independently.

13. **Data Protection Impact Assessments; Prior Consultations with Supervisory Authorities.** Upon Customer's written request, Company shall provide Customer with reasonable cooperation and assistance as needed to fulfil Customer's obligation under Data Protection Laws to carry out a data protection impact assessment related to

Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Company. Company shall further provide reasonable assistance to Customer in the cooperation or prior consultation with the supervisory authority in the performance of its tasks, to the extent required under Data Protection Laws.

14. **Audits and Inspections**. Company shall provide written responses (on a confidential basis) to all commercially reasonable requests for information made by Customer regarding Processing of Personal Data, including responses to information security reviews, that are necessary to confirm Company's compliance with this DPA. To the extent Company's responses are not sufficient to enable Customer to satisfy its obligations under applicable Data Protection Laws, Company shall cooperate with audits and inspections performed by Customer or a vendor of Customer reasonably acceptable to Company, provided however, that any audit or inspection: (i) may not be performed unless necessary to determine Company's compliance with this DPA and Customer reasonably believes that Company is not complying with this DPA, or as otherwise specifically required by applicable Data Protection Laws; (ii) must be conducted at Customer's sole expense and subject to reasonable fees and costs charged by Company; (iii) may be conducted on no less than thirty (30) days prior written notice from Customer, at a date and time and for a duration mutually agreed by the parties; and (iv) must be performed in a manner that does not cause any damage, injury, or disruption to Company's premises, equipment, personnel, or business. Notwithstanding the foregoing, Company will not be required to disclose any proprietary or privileged information to Customer or an agent or vendor of Customer in connection with any audit or inspection undertaken pursuant to this DPA.

15. **Law Enforcement Requests**. If a law enforcement or other governmental agency sends Company a request or other lawful process for Personal Data (for example, a subpoena or court order), Company may attempt to redirect the agency to request that data directly from Customer. As part of this effort, Company may provide Customer's basic contact information to the law enforcement agency. If compelled to disclose Personal Data to a law enforcement agency, then Company shall give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Company is legally prohibited from doing so.

16. **Customer Obligations**. Customer shall ensure that Customer is entitled to transfer the relevant Personal Data to Company so that Company may lawfully use, process, and transfer the Personal Data in accordance with the Agreement on the Customer's behalf. Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by any applicable Data Protection Law and acknowledges that Company is reliant on Customer for direction as to the extent to which Company is entitled to use and process the Personal Data. Company will not be liable for any claim brought against Company arising from any action or omission by Company to the extent that such action or omission resulted directly from Customer's instructions and/or any failure of Customer to comply with this DPA.

17. **Miscellaneous**

17.1. Except as may be otherwise provided pursuant to the Standard Contractual Clauses, no one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.

17.2. Unless otherwise required by the Standard Contractual Clauses or other data transfer requirements, this DPA will be subject to the governing law identified in the Agreement