

License Agreement

Effective Date: November 30, 2021

LeadLander is an online service and reporting tool offered by LeadLander Corporation that allows companies ("Customers") to track and identify website visitors. The LeadLander product ("Services") comprises the core LeadLander product ("Core Services") and the LeadLander Contact Network ("Extended Services"). All LeadLander Customers utilize the Core Services while Extended Services are available only by specific opt-in. For more information on our Services, please click [here](#). The Services include, without limitation, any software code or scripts supplied by LeadLander ("Code"), applications used to access the Services ("Applications"), LeadLander Content (as defined below), and services used or received by LeadLander.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING OUR SERVICES.

1. Acceptance of Terms

THESE TERMS OF SERVICE, AS AMENDED FROM TIME TO TIME, AND AS INCORPORATING THE LEADLANDER PRIVACY POLICY (collectively, "Terms of Service"), ARE A LEGAL AGREEMENT BETWEEN LeadLander, Corporation ("LeadLander" or "we" or "us" or "our") AND YOU ("Customer", "You" or "Your").

By (a) downloading, installing or using any associated Application or Code to allow You to access or use the Services, and (b) by clicking on "Sign Up" as part of the registration process, You are agreeing to these Terms of Service, our Privacy Policy (as defined and linked in Section 4 (Privacy Policy and Privacy Notices) below) and all terms, conditions and notices contained or referenced herein. These Terms of Service will remain in full force and effect while You remain a customer of LeadLander. If You do not agree to these Terms of Service, please do not use our Services. If You are entering these Terms of Service on behalf of a company, organization, or other entity, then (a) references to "You", "Your" or "Customer" in these Terms of Service include You and that entity, (b) You represent and warrant that You are an authorized representative of such entity with the authority to bind such entity to these Terms of Service, and (c) You agree to the Terms of Service on such entity's behalf.

2. Use and Compliance

- a. **Customer Responsibilities.** Customer shall be responsible for complying with these Terms of Service, (ii) use the Services only in accordance with these Terms of Service, (iii) be responsible for the accuracy, quality, integrity and legality of User Data and of the means by which Customer acquired such User Data, (iv) treat the Code as LeadLander confidential information not to be disclosed publicly and afford the Code the same protections You would provide to Your confidential information, and (v) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and immediately notify LeadLander in writing of any such unauthorized access or use or violation by Customer or its customers, clients or users (collectively "Users") of these Terms of Service. If there is any unauthorized use of the Services, Customer will take all steps reasonably necessary to terminate the

unauthorized use. Customer will cooperate and assist with any actions taken by LeadLander to prevent or terminate unauthorized use of the Services.

- b. Restrictions. Except as otherwise explicitly provided in these Terms of Service or as may be expressly permitted by applicable law, Customer shall not, and will not permit or authorize its Users or third parties to:
 - i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Applications or Code,
 - ii. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Services (including the Code), or otherwise make the Services available to any third party (e.g., as a service bureau) or
 - iii. circumvent or disable any security or other technological features or measures of the Services.
- c. Customer Representations. By accepting these Terms of Service and using the Services, You represent and warrant that:
 - i. All registration information You submit to LeadLander is truthful and accurate and You will maintain the accuracy of such information (including all billing information)
 - ii. Your use of the Services does not violate any applicable law or regulation
 - iii. You are in compliance and will remain in compliance with Section 4(c) (Required Privacy Notices) of these Terms of Service for as long as You use the Services and
 - iv. You are not currently restricted from using the Services.

3. Access to the Services

- a. Accounts. To use the Services, You must create a user account ("Account"). If You create an Account, You agree to provide LeadLander current, complete, true and accurate information, and to update this information should it change. If You create an Account, You may be asked to choose a password and a user name. **YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT OCCUR IN ASSOCIATION WITH YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED BY YOU.** You agree to notify LeadLander immediately of any unauthorized use of Your Account or any other breach of security and to provide properly documented evidence as requested by LeadLander. You may not use anyone else's Account at any time and You may not allow anyone else to use Your Account at any time. You agree that LeadLander will not be liable for any loss You may incur as a result of someone else using Your password or Account, either with or without Your knowledge, and You further agree that You will be liable for losses incurred by LeadLander

or another party due to someone else using Your Account or password. LEADLANDER RESERVES THE RIGHT TO TERMINATE OR SUSPEND YOUR ACCOUNT AND/OR ACCESS TO THE SERVICES AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE TO YOU INCLUDING BUT NOT LIMITED TO VIOLATION OF THESE TERMS OF SERVICE. LEADLANDER ALSO RESERVES THE RIGHT TO CHANGE OR DISCONTINUE ANY SERVICE OR FEATURE PROVIDED BY LEADLANDER, INCLUDING, WITHOUT LIMITATION, THE SERVICES, AT ANY TIME AND WITHOUT NOTICE. YOU AGREE THAT LEADLANDER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY SUCH TERMINATION, SUSPENSION, CHANGE OR DISCONTINUANCE. In the event that Your Account is terminated, suspended or canceled, no refund will be granted and no other credits will be issued to You, and You will have no further access to Your Account or the Services.

- b. **Charges and Billing.** You agree to pay all fees or charges incurred by Your Account, including applicable taxes, in accordance with these Terms of Service and the billing terms that are in effect at the time that the fee or charge becomes payable. You agree to provide LeadLander (or LeadLander's payment agent) with current, complete, true and accurate billing information, such as Your credit card or other payment system number and expiration date. Unless otherwise indicated, all prices are in U.S. Dollars. LeadLander may add new services for additional fees and charges, or proactively amend fees and charges for existing Services (including, without limitation, terms with respect to fees and charges), at any time in its sole discretion upon notice to You. You represent to LeadLander that You are an authorized user of the chosen method of payment used to pay all fees or charges incurred by Your Account.

4. Privacy and Required Privacy Notices

- a. **LeadLander Privacy Policy.** You understand that any information provided by You or collected by LeadLander in connection with Your use of the Services will be used in the manner described in these Terms of Service and in LeadLander's Privacy Policy, such privacy policy (the "Privacy Policy") being incorporated into and made a part of these Terms of Service by this reference. By using our Services and clicking "Sign Up" as part of the registration process, You agree to the Privacy Policy; if You do not agree to the Privacy Policy You may not use the Services.
- b. **User Data.** As a condition to using the Services, You agree to provide a public facing privacy policy that is compliant with the privacy and data security laws and regulations in force in your jurisdiction and any jurisdictions in which you utilize the Services including without limitation the California Consumer Privacy Act of 2018 ("CCPA") and General Data Protection Regulation (GDPR), if applicable. If You are utilizing only the Core Services, You further agree to include a statement in Your privacy policy that you disclose IP data to LeadLander (as a third party) for a Business Purpose and terms that allow You all rights necessary to collect and share Your Users' data and personal information ("User Data") with LeadLander (as a third party) in accordance with these Terms of Service. You grant LeadLander the right to use and combine with other data such User Data in the performance of the Services. If You are utilizing the Core Services and the Extended Services, you agree

to include a statement in Your privacy policy that you disclose Identifiers and IP data to LeadLander (as a third party) for a Business Purpose and terms that allow You all rights necessary to collect, share and license Your Users' data and personal information with LeadLander (as a third party) in accordance with these Terms of Service. If using the Extended Services, You further grant LeadLander the right to use, share, and combine with other data, such as User Data in the performance of the Services.

- c. **Required Privacy Notices.** You further agree that Your Website, privacy policy, or the most appropriate first landing page for your user, will include language that is not materially different than the following: "One of the third parties we use to collect and track user statistics and trends related to our sites and services is LeadLander, Corp. through its LeadLander product offering ("LeadLander"). LeadLander's privacy policy and how the LeadLander services operate and use data from our sites and services is available at: <https://app.leadlander.com/privacy>. As part of our use of our website we will install cookies onto your computer on behalf of LeadLander. You acknowledge and consent to the placement of such cookies which will collect data about your use of our site and services and other sites and services which utilize LeadLander's services. In addition, if you provide us with personal information (including name, e-mail address, company affiliation and similar personally identifying data) we may provide this information to LeadLander so they can associate it with the cookie we have installed on your computer which will allow them to identify you on other sites which utilize the LeadLander service and share your information with the third parties who operate those sites."
 - d. **Verifiable Consumer Requests.** You agree to provide Your best efforts to assist Leadlander in responding to any Verifiable Consumer Requests based on Your use of our Services on Your Website(s).
 - e. **GDPR.** You agree to provide Your best efforts to assist Leadlander in responding to any exercise of data subject rights under the GDPR or any GDPR complaint lodged with a supervisory authority based on Your use of our Services on Your Website(s).
5. **GDPR Standard Contractual Clauses**
- a. **Applicability.** Any Customer who (1) processes personal data as part of the activities of one of its divisions, offices, branches, affiliates and/or related entities established in any European Union ("EU") country or (2) is established outside the EU and is offering goods/services (paid or for free) or is monitoring the behavior of individuals in the EU, (herein "EU Customer") shall execute a separate GDPR Addendum agreeing to GDPR Standard Contractual Clauses ("GDPR SCC") and providing required information for Annex I.A. and Annex I.B. of the GDPR Standard Contractual Clauses. The GDPR Addendum is attached to this document, but must be separately completed and executed by each EU Customer.
 - b. **Data Exporter.** For purposes of the GDPR SCCs, an EU Customer shall be considered to be a Data Exporter as defined below.

c. Data Importer. For purposes of the GDPR SCCs, Leadlander shall be considered to be a Data Importer.

6. Proprietary Rights.

a. Ownership. The Service contains LeadLander intellectual property including copyrighted material, trademarks, and other proprietary information of LeadLander. You acknowledge and agree that LeadLander and its licensors shall own and retain all proprietary rights in the Services including all data, images, drawings, photographs, text, content, messages, profiles and any and all other material and information You see as part of the Services ("LeadLander Content"), including, without limitation, rights to the selection, coordination, arrangement and enhancement of such LeadLander Content.

b. Statistics. By installing the Code, You are permitting LeadLander to collect and access various website statistics regarding users of your site. LeadLander shall own all Service Data collected as a result of Your use of the Services.

c. Limited License to Code. LeadLander hereby grants You a revocable, non-exclusive, non-transferable license (without the right to sub-license) to include, incorporate or embed the Code in Customer website(s) that are properly registered for the Service and owned by You, solely for the purpose of using the Service.

7. Termination & Survival

a. Termination and Breach. These Terms of Service are effective until terminated. Without prejudice to LeadLander's other rights hereunder, if You breach these Terms of Service in any way, then LeadLander may take such action as appropriate to deal with the breach, including suspending Your access to our Services without notice, prohibiting You from accessing our Services, blocking computers using Your IP address from accessing our Services, contacting Your internet service provider to request that they block Your access to our Services and/or bringing court proceedings against You. LeadLander may terminate these Terms of Service with or without notice to You by terminating Your Account as set forth in Section 3(a) (Accounts). If LeadLander terminates Your Account because You have breached these Terms of Service, You will not be entitled to any refund of any unused subscription fees and You may also be barred from any future use of the Services. You may cancel Your Account by sending an email to support@leadlander.com with the subject line "Service Termination". Such termination is not effective until acknowledged by LeadLander but not more than 20 business days after sending such termination email. Provided, that in no event may you terminate services (other than for LeadLander's material breach) before the end of the then-current term. Upon termination of Your Account, You will lose access to the Services. The provisions of 4 (Privacy and Required Privacy Notices), 6 (Proprietary Rights), 7 (Termination and Survival), 8 (Individual Arbitration and Class Action Waiver), 9 (Jurisdiction and Choice of Law), 10 (Warranties and Disclaimers), 11 (Limitation of Liability), 12 (Indemnification), 13.b(Notices), and any other terms that imply an obligation for either party following termination shall survive any termination of these Terms of Service.

8. Individual Arbitration and Class Action Waiver

- a. Purpose. The term "Dispute" means any dispute, claim, or controversy between you and LeadLander or any of our affiliates regarding this website or any service thereon, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Section (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced. If you have a Dispute with LeadLander or any affiliate of ours or any of our or their officers, directors, employees or agents that cannot be resolved through negotiation within the time frame described in the "Notice of Dispute" clause below, other than those matters listed in the Exclusions from Arbitration clause, you and the entity that you have a Dispute with agree to seek resolution of the Dispute only through arbitration of that Dispute in accordance with the terms of this Section, and not litigate any Dispute in court. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury. Any Dispute will be governed by the Limitation of Liability in paragraph 10 (Limitation of Liability) below.
- b. Exclusions from Arbitration. YOU AND US AND OUR AFFILIATES AGREE THAT ANY CLAIM FILED BY YOU OR BY LEADLANDER OR OUR AFFILIATE IN SMALL CLAIMS COURT ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION.
- c. Notice of Dispute. IF YOU HAVE A DISPUTE WITH LEADLANDER OR ANY OF OUR AFFILIATES, YOU MUST SEND WRITTEN NOTICE TO 100 Meadowcreek Drive, Suite 101, Corte Madera CA 94925 TO GIVE LEADLANDER OR OUR AFFILIATE YOU HAVE A DISPUTE WITH THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. You agree to negotiate resolution of the Dispute in good faith for no less than 60 days after you provide notice of the Dispute. If we or our affiliate you have a Dispute with does not resolve your Dispute within 60 days from receipt of notice of the Dispute, you, LeadLander or our affiliate you have a Dispute with may pursue your claim in arbitration.
- d. Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION, UNLESS BOTH YOU AND THE ENTITY WITH WHICH YOU HAVE A DISPUTE SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.
- e. Initiation of Arbitration Proceeding/Selection of Arbitrator. If you or the entity you have a Dispute with elect to resolve your Dispute through arbitration, the party initiating the arbitration proceeding may initiate it with the American Arbitration Association ("AAA"), www.adr.org, or JAMS www.jamsadr.com. The terms of this section govern in the event they conflict with the rules of the arbitration organization selected by the parties.

- f. **Arbitration Procedures.** Because the software and/or service provided to you by the entity you have a Dispute with concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, applicable federal or state law may also apply to the substance of any Disputes. For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures") shall apply including the schedule of arbitration fees set forth in Section C-8 of the Supplementary Procedures; for claims over \$75,000, the AAA's Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Further, if your claims do not exceed \$75,000 and you provided notice to and negotiated in good faith with the entity you had a Dispute with as described above, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to the entity you have a Dispute with or you. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement
- g. **Location of Arbitration.** You or the entity you have a Dispute with may initiate arbitration in either Marin County, California or the county in which you reside. In the event that you select the county of your residence, the entity you have a Dispute with may transfer the arbitration to Marin County, California in the event that it agrees to pay any additional fees or costs you incur as a result of the change in location as determined by the arbitrator.
- h. **Severability.** If any clause within this Section (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Section, and the remainder of this Section will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Section will be unenforceable, and the Dispute will be decided by a court and you and the entity you have a dispute with each agree to waive in that instance, to the fullest extent allowed by law, any trial by jury.
- i. **Continuation.** This Section shall survive any termination of this Terms of Service or the provision of the associated services to you.

9. Jurisdiction and Choice of Law

These Terms of Service, and any disputes arising from or relating to the conduct covered by the Terms of Service, are governed by the laws of the State of California. **ANY DISPUTE NOT SUBJECT TO ARBITRATION WILL BE LITIGATED BY EITHER PARTY IN A COURT OF COMPETENT JURISDICTION ONLY IN Marin County, California.** LeadLander and You shall submit to the personal and exclusive jurisdiction of the courts located in Marin County, California, without regards to any principles of conflicts of laws and the United Nations Convention on Contracts for the International Sale of Goods. Those who choose to access the Services from locations outside of the United States do so on their own initiative contrary to the

terms of these Terms of Service, and are responsible for compliance with local laws if and to the extent local laws are applicable.

10. Warranties and Disclaimers

YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES AND YOUR RELIANCE THEREON. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, EXCEPT TO THE EXTENT SUCH WARRANTIES OR CONDITIONS ARE LEGALLY INCAPABLE OF EXCLUSION. LEADLANDER DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES (OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION THE LEADLANDER CONTENT) OR THAT THE SERVER(S) ON WHICH THE LEADLANDER APPLICATION ARE HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO COMMUNICATION OF ANY KIND BETWEEN YOU AND LEADLANDER OR A REPRESENTATIVE OF LEADLANDER SHALL CREATE ANY WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AND AS A CONSEQUENCE SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

11. Limitation of Liability

LEADLANDER AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, DISTRIBUTORS, SUBCONTRACTORS, SUBLICENSEES AND AGENTS (THE "LEADLANDER PARTIES") SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN STATUTE (including without limitation, alleged violations of the California Consumer Privacy Act of 2018 or the General Data Protection Regulation (GDPR)), CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE SERVICES, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES OR INTERACTIONS WITH LEADLANDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IN NO CASE SHALL THE LIABILITY OF THE LEADLANDER PARTIES TO YOU EXCEED THE AMOUNT THAT YOU PAID TO LEADLANDER OR ITS DESIGNEES FOR THE SERVICES GIVING RISE TO ANY SUCH LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE MONTH IN WHICH THE MOST RECENT EVENT GIVING RISE TO LIABILITY OCCURRED. IN CASES WHERE NO FEES ARE PAID BY YOU (e.g., FREE TRIAL SUBSCRIPTIONS), THE

LIABILITY OF THE LEADLANDER PARTIES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). NO COMMUNICATION OF ANY KIND BETWEEN YOU AND LEADLANDER OR A REPRESENTATIVE OF LEADLANDER SHALL CONSTITUTE A WAIVER OF ANY LIMITATIONS OF LIABILITY HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF THE COMPANY PARTIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Indemnification

You agree to defend, indemnify and hold harmless LeadLander and its directors, officers, employees, agents, shareholders, licensors, parent companies, affiliates and representatives, from and against all claims, damages, obligations, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees) arising out of: (i) Your use of, access to, or activities in connection with the Services; (ii) any violation of these Terms of Service by You or through Your Account or using Your user name including without limitation violations of the representations and warranties and privacy notice requirements; (iii) Your violation of any third-party right, including without limitation any right of privacy or intellectual property right; (iv) any action, inquiry or investigation brought against or involving LeadLander by a third party or governmental agency alleging that any data or materials made available by you or to LeadLander or transmitted to LeadLander during your use of the LeadLander Service (including User Data) violates a privacy right or privacy-related or data protection law, or (vi) Your violation of any applicable law, rule or regulation.

13. Communications From LeadLander

- a. Communications and Newsletters. By providing Your email address to LeadLander or subscribing to LeadLander Services, You understand You may receive periodic information regarding current and future services offered on Services and/or related third party products. You may unsubscribe at any time by following the directions contained in each such communication or newsletter.
- b. Notices. Notices to You from LeadLander may be made via a posting to Your Account, by email to the email account we have on file for You, or by regular mail, in LeadLander's discretion. Without limitation, You agree that a printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- c. Updates to LeadLander's Terms of Service. From time to time, LeadLander may update these Terms of Service to reflect feedback from our users or changes to LeadLander policy. If there are material changes to these Terms of Service or how LeadLander operates, we will prominently post a notice describing the changes through Your account for thirty (30) days prior to such changes taking effect. Your acknowledgement of change to our Terms of

Service and continued use of the Service after a change or update has been made to the Terms of Service constitutes Your acceptance of such change or update. We encourage You to review these Terms of Service occasionally to ensure that You are familiar with LeadLander's current practices.

14. Contact LeadLander

If You have any questions regarding these Terms of Service, You can contact us at:

By email to support@leadlander.com or

By U.S. Mail post to:

LeadLander Corporation.

100 Meadowcreek Drive, Suite 101

Corte Madera, CA 94925

15. Miscellaneous

- a. **Entire Agreement:** These Terms of Service, including without limitation the documents expressly incorporated by reference, constitute the entire agreement between You and LeadLander with respect to its subject matter. These Terms of Service supersede all prior or contemporaneous communications, whether electronic, oral or written, between You and LeadLander with respect to its subject matter and You represent that You have not relied on any such communications in accepting these Terms of Service.
- b. **Severability:** If any provision of these Terms of Service is determined by any court or other competent authority to be unlawful and/or unenforceable, then the unlawful and/or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the other provisions will continue in effect.
- c. **Assignment:** LeadLander may assign, sub-contract or otherwise deal with LeadLander's rights and/or obligations under these Terms of Service, in whole or in part, at any time and without notifying You or obtaining Your consent. You may not assign, transfer or sublicense these Terms of Service or any or all of Your rights or obligations under these Terms of Service.
- d. **Waiver:** No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.
- e. **Headings:** The paragraph and section headings, captions and titles provided herein are for convenience only and shall have no effect on the meaning of the provision.

GDPR Addendum
STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of 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 (General Data Protection Regulation)¹ for the transfer of personal data to a third country.
- (b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter “entity/ies”) transferring the personal data, as listed in Annex I.A. (hereinafter each “data exporter”), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each “data importer”)have agreed to these standard contractual clauses (hereinafter: “Clauses”).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or

¹ Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295 of 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision [...].

processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (e) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8 - Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);
 - (iii) Clause 9 - Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);
 - (iv) Clause 12 - Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18 - Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.
- (f) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (g) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (h) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (i) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

(j) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:

- (i) of its identity and contact details;
- (ii) of the categories of personal data processed;
- (iii) of the right to obtain a copy of these Clauses;
- (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing

meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.

- (k) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (l) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- (m) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

- (n) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (o) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (p) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation² of the data and all back-ups at the end of the retention period.

8.5 Security of processing

- (q) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful

² This requires rendering the data anonymous in such a way that the individual is no longer identifiable by anyone, in line with recital 26 of Regulation (EU) 2016/679, and that this process is irreversible.

destruction, loss, alteration, unauthorised disclosure or access (hereinafter “personal data breach”). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

- (r) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (s) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (t) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (u) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (v) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- (w) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person’s sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter “sensitive data”), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel

permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union³ (in the same country as the data importer or in another third country, hereinafter “onward transfer”) unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- (iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.8 Processing under the authority of the data importer

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

8.9 Documentation and compliance

³ The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

- (x) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.
- (y) The data importer shall make such documentation available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

- (z) The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least thirty (30) days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
- (aa) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.⁴ The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- (bb) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- (cc) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- (dd) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

⁴ This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

- (ee) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request.⁵ The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.
- (ff) In particular, upon request by the data subject the data importer shall, free of charge :
- (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);
 - (ii) rectify inaccurate or incomplete data concerning the data subject;
 - (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.
- (gg) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (hh) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter “automated decision”), which would produce legal effects concerning the data subject or similarly significantly affect him / her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject’s rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
- (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
 - (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (ii) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (jj) The data importer may refuse a data subject’s request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic

⁵ That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension.

society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.

- (kk) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 11

Redress

- (ll) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (mm) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (nn) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (oo) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (pp) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (qq) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- (rr) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (ss) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

- (tt) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (uu) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.
- (vv) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13

Supervision

- (ww) [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:] The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

- (xx) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- (yy) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (zz) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards⁶;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (aaa) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

⁶ As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

- (bbb) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (ccc) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (ddd) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

- (eee) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (fff) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (ggg) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as

much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

- (hhh) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (iii) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (jjj) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (kkk) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (lll) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (mmm) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (nnn) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

- (ooo) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
- (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (ppp) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (qqq) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

Clause 18

Choice of forum and jurisdiction

- (rrr) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (sss) The Parties agree that those shall be the courts of Ireland.

(ttt) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(uuu) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

1. Name: ...

Address: ...

Contact person's name, position and contact details (*data protection officer and/or representative in the European Union*):

Processing of website IP address data to track website visitors

Dated:

NAME

Controller

Data importer(s):

Leadlander Corporation

100 Meadowcreek Drive, Suite 101

Corte Madera, CA 94925

CONTACT NAME

support@leadlander.com

CONTACT PHONE NUMBER

Processing of website IP address data to track website visitors

Dated:

NAME

Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data related visitors to customer website(s)

Categories of personal data transferred

Name and Surname, Email address, Phone, IP address (“PI Data”)

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous

Nature of the processing

Artificial Intelligence Processing

Purpose(s) of the data transfer and further processing

Identification, geolocation and profiling.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

PI Data – continuously or until cookies removed/deleted

Visit history – 12 months.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Amazon Web Services (“AWS”) processing and data storage servers are utilized for all Leadlander products. All data collected by the data exporter and controlled by the data importer are stored and processed on AWS servers for the same duration of storage as specified for the Leadlander product.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

Data Protection Commission of Ireland

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Pseudonymisation and encryption of personal data:

PI data stored in the system is encrypted during transfer and encrypted during storage

Data is not pseudonymized due to the nature of the processing

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Documented disaster recovery process as per DR documentation, attached below as “DR Documentation.”

User identification and authorization

Users identified by secured passwords

Permissions are granted based on the least privilege principle

Authorisation includes a 2FA mechanism

Accounts are locked due to repetitive failed login attempts

Password complexity as per NIST requirements

Measures for the protection of data during transfer

Data is being transferred in encrypted form using TLS encryption

Measures for the protection of data during storage

Data is encrypted at rest.

Measures for ensuring events logging

User/system actions are logged by both application and system logs

Measures for ensuring system configuration, including the default configuration

All systems are managed under-documented change request process

Measures for internal IT and IT security governance and management

Outlined in Security Response Overview, attached as “Security Response Overview.”

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

AWS Customer Agreement: <https://aws.amazon.com/agreement/>

ANNEX III – LIST OF SUB-PROCESSORS

EXPLANATORY NOTE:

This Annex must be completed for Modules Two and Three, in case of the specific authorisation of sub-processors (Clause 9(a), Option 1).

The controller has authorised the use of the following sub-processors:

1. Name: Amazon Web Services

Address: 410 Terry Avenue North, Seattle, WA 98109-5210

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): Provision of all processing and storage servers for the Leadlander product.