



## Website Development Agreement

This Agreement is made between \_\_\_\_\_ (the "Client") with a principal place of business at \_\_\_\_\_ and Ample Technology LLC (the "Developer") with a principal place of business at 73 White Bridge Rd Ste 103-163, Nashville, TN 37205. The effective date of this Agreement is \_\_\_\_\_.

### 1. Definitions

"The Site" means a series of linked Web pages under common control and developed by Developer for Client under this Agreement.

"Client" shall mean \_\_\_\_\_, as well as any other entity on whose behalf \_\_\_\_\_ retains Developer's services.

"Client Content" means all data, code, trademarks, and copyrighted content provided by Client for use by Developer on the Site.

"Developer Content" means all data, code, trade secrets, patents, designs, drawings, text created by Developer for use on the Site, including any modifications or enhancements provided by Developer.

### 2. Developer Services

Developer will perform the development services described below. There are two stages of development services: Concept, Design, and Development. Developer will complete the four stages on or before the dates listed below. Before delivering the Site to Client, Developer will test its components to make sure the Site and its components work as intended.

- Concept. Within seven (7) days of the effective date, the parties will discuss and agree upon the basic concept for the Client website and Developer shall prepare a written summary of the basic elements of the website's functionality and appearance.

- Design. Within thirty (30) days of the approval of the Concept Stage, the parties will discuss and agree upon the design of the Client website and Developer shall prepare a summary of the proposed appearance, operation, and functionality, including a list of all necessary software and materials necessary to launch the Site.
- Development. Within sixty (60) days of the approval of the design state, Developer will complete all requirements for the Site and host it in a manner that Client can view it for a period of at least thirty (30) days.

### **3. Evaluation and Acceptance**

As Developer completes each stage, Developer will submit the completed materials to Client for approval. Client will have seven (7) days to approve the completed materials or provide corrections and comments.

Developer will have fifteen (15) days after receiving Client's comments and corrections to submit a revised version of the materials to Client. Client will review the revised version within 7 days of receipt and either approve the corrected version or make further changes.

If Client fails to provide approval or comments during any of the approval periods, those materials will be considered to be approved.

### **4. Compensation**

Client shall pay Developer according to the following schedule:

Once a payment or deposit is made, it is non-refundable. If a project is cancelled or postponed, all monies paid are retained by Developer and if applicable, a fee for all work completed beyond what was already paid for shall be paid by the client.

### **5. Other Costs**

Client shall reimburse Developer for all out-of-pocket expenses incurred by the developer in performing services under this Agreement. Such expenses include, but are not limited to:

- Travel expenses other than normal commuting, including airfare, rental vehicles, and highway miles in company or personal vehicles at rate of fifty-eight cents (\$0.58) per mile driven; and
- Third party integrations (e.g., Zapier, Typeform, Flowbee.io) that require monthly payments and are not directly paid by Client.
- Management of or designs related to Third Party Integrations beyond establishing the connection between the website and client's account (e.g., Email Template Designs, Email List Management, Pixel Tracking Management)

Additionally, graphic design work outside of the scope of the project may be billed at Client's standard graphic design rate of one hundred and fifty dollars (\$150). Client will be given 30 days notice of any rate increases.

Developer shall obtain written approval from Client prior to incurring any out-of-pocket expenses or performing graphic design work outside of the scope of this project. Developer shall submit an itemized statement of Developer's expenses. Client shall pay developer within 30 days from the date of each statement.

## **6. Changes in Project Scope**

If Client wishes to implement major revisions after Client has already accepted Developer's work product following completion of any stage of development, Client shall submit to Developer a written proposal specifying the desired changes.

Developer will evaluate each such proposal at its standard rates and charges. Developer shall submit to Client a written response to each such proposal within ten (10) working days following receipt. Developer's written response shall include a statement of the availability of Developer's personnel and resources, as well as any impact the proposed changes will have on the contract price, delivery dates, or warranty provisions of this Agreement.

Client shall have ten (10) business days from receipt of Developer's response to its proposal to accept or reject it in writing. If Client accepts Developer's response, Developer shall draft a written Contract Amendment Agreement to reflect the desired changes and acknowledge any effect of such changes on the provisions of this Agreement. Developer shall commence work on the desired changes once the Contract Amendment Agreement is signed by authorized representatives of Client and Developer.

Should Client reject Developer's response to its proposal, Client will so notify Developer within ten (10) working days of Client's receipt of the response. Developer will not be obligated to perform any services beyond those called for in this original Agreement.

## **7. Delays**

Developer shall use all reasonable efforts to meet the delivery schedule set. However, at its option, Developer can extend the due date for any deliverable by giving written notice to Client. The total of all such extensions shall not exceed thirty (30) days.

Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control.

Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war or terrorism, and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control.

## **8. Ownership of Developer Content**

Developer shall retain all copyright, patent, trade secret, and other intellectual property rights Developer may have in Developer Content. Subject to payment of all compensation due under this Agreement, Developer grants Client a nonexclusive and nontransferable license to use Developer Content. This license

shall authorize Client to:

- update, revise, or republish the Site; and
- advertise and promote the Site.

## **9. Ownership of Developer Tools**

Client acknowledges that Developer owns or holds a license to use and sublicense various development or authoring tools it uses to create websites for its clients. By way of example, such tools may include, but are not limited to, such items as: HTML code, Java code, Java applets, subroutines, search engines, and toolbars for maneuvering between pages. Such material shall be referred to as "Developer's Tools."

Developer retains all right, title, and interest, including all copyright, patent rights and trade secret rights in Developer Tools. Subject to full payment of the fees due under this Agreement, Developer grants Client a nonexclusive, perpetual, worldwide license to use the Developer Tools to operate the Site and for all updates and revisions thereto. However, Client shall make no other commercial use of Developer Tools without Developer's written consent.

## **10. Website Credits and Links**

Developer may use Client's name and logo on Developer's website for marketing purposes. Developer may also use the work outlined in this document as an example, case study, marketing materials, and on its website as an example of its work for additional potential clients. Developer will not use any proprietary client information beyond general site traffic statistics or other general statistics to convey or describe performance and site complexity.

## **11. Site Hosting**

Client agrees to pay monthly site hosting fee of \$99 . Site must be hosted through Developer as hosting is tied directly to the framework of the underlying website infrastructure, site builder, client portal access, and content management system. Hosting fee may increase due to change in project scope, un-expected increase in site traffic beyond current plan allotment, or with the addition of E-Commerce Functionality.

## **12. Domain Name**

Developer has no legal or financial interest in the domain name chosen by Client for the site. If requested by Client, Developer will cooperate with Client in registering the domain name with a domain name registry chosen by Client. Client shall bear all expenses incurred in registering and maintaining the domain name.

## **13. Developer Representations and Warranties**

THE DEVELOPER CONTENT FURNISHED UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATION EXPRESS, IMPLIED, OR STATUTORY; INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE SITE WILL BE CONTINUAL, UNINTERRUPTED, OR ERROR FREE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR DEVELOPER CONTENT.

## **14. Intellectual Property Infringement Claims**

Developer warrants that Developer will not knowingly infringe on the copyright or trade secrets of any third party in performing services under this Agreement. To the extent any material used by Developer contains matter proprietary to a third party, Developer shall obtain a license from the owner permitting the use of such matter and granting Developer the right to sublicense its use. Developer will not knowingly infringe upon any existing patents of third parties in the performance of services required by this Agreement, but Developer MAKES NO WARRANTY OF NON-INFRINGEMENT of any United States or foreign patent.

## **15. Limitation of Developer's Liability to Client**

- (a) In no event shall Developer be liable to Client for lost profits of Client, or special or consequential damages, even if Developer has been advised of the possibility of such damages.

- (b) Developer's total liability under this Agreement for damages, costs, and expenses, regardless of cause, shall not exceed the total amount of fees paid to Developer by Client under this Agreement.
- (c) Developer shall not be liable for any claim or demand made against Client by any third party except to the extent such claim or demand relates to copyright, trade secret, or other proprietary rights, and then only as provided in the section of this Agreement entitled Intellectual Property Infringement Claims.
- (d) Client shall indemnify Developer against all claims, liabilities, and costs, including reasonable attorney fees, of defending any third-party claim or suit arising out of the use of the Developer Content provided under this Agreement, other than for infringement of intellectual property rights. Developer shall promptly notify Client in writing of any third-party claim or suit and Client shall have the right to fully control the defense and any settlement of such claim or suit.
- (e) Developer is not responsible for the content, maintenance, functionality, or performance of Client's other web properties even in such case as those web properties connect to Developer's site covered in the scope of this project. In case of a failure on a Client's web property, Client agrees to specifically state that Developer's property was not at fault for the external failure.
- (f) Developer is not responsible for the content, maintenance, functionality, information contained within or performance of third-party services displayed via iframe or code embed within Developer's site covered in the scope of this project. In case of a failure of third-party services, Client agrees to specifically state that Developer's property was not at fault for the external failure.

## **16. Client Representations and Warranties**

Client represents and warrants to Developer as follows:

- Client has the authority to enter into and perform its obligations under this Agreement;
- Client has or will obtain all necessary and appropriate rights and licenses to grant the license to Developer to use Client Content for the Site; and

- Client has or will obtain any authorizations necessary for hypertext links from the Site to any other third-party websites.

Client will indemnify Developer from any third-party claims resulting in losses, damages, liabilities, costs, charges, and expenses, including reasonable attorney fees, arising out of any breach of any of Client's representations and warranties contained in this Agreement. For such indemnification to be effective, however, Developer must give Client prompt written notice of any such claim and provide Client such reasonable cooperation and assistance as Client may request in the defense of such suit. Client will have sole control over any such suit or proceeding.

## **17. Confidentiality**

During the term of this Agreement and for one (1) year afterward, Developer will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Reasonable care means at least the same degree of care Developer uses to protect its own confidential information from unauthorized disclosure.

Confidential information is limited to information clearly marked as confidential or disclosed orally that is treated as confidential when disclosed and summarized and identified as confidential in a writing delivered to Developer within fifteen (15) days of disclosure.

Confidential information does not include information that:

- the Developer knew before Client disclosed it;
- is or becomes public knowledge through no fault of Developer;
- Developer obtains from sources other than Client who owe no duty of confidentiality to Client; or
- Developer develops independently.

## **18. Term of Agreement**

This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.



## **19. Termination of Agreement**

Each party shall have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after written notice of such breach is sent to the other party.

If Developer terminates this Agreement because of Client's default, all of the following shall apply:

1. Client shall immediately cease use of the Developer Content;
2. Client shall, within ten days of such termination, deliver to Developer all copies and portions of the Developer Content and related materials and documentation in its possession furnished by Developer under this Agreement;
3. All amounts payable or accrued to Developer under this Agreement shall become immediately due and payable; and
4. All rights and licenses granted to Client under this Agreement shall immediately terminate.

## **20. Taxes**

The charges included here do not include taxes. If Developer is required to pay any federal, state, or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Developer shall not pay any interest or penalties incurred due to late payment or nonpayment of such taxes by Client.

## **21. Developer an Independent Contractor**

Developer is an independent contractor, and neither Developer nor Developer's staff is, or shall be deemed, Client's employees. In its capacity as an independent contractor, Developer agrees and represents, and Client agrees, as follows:

- Developer has the right to perform services for others during the term of this Agreement subject to non-competition provisions set out in this Agreement, if any.

- Developer has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Developer has the right to perform the services required by this Agreement at any place or location and at such times as Developer may determine.
- Developer will furnish all equipment and materials used to provide the services required by this Agreement.
- Developer is responsible for paying all ordinary and necessary expenses of its staff
- Neither Developer nor Developer's staff shall be required to devote themselves full time to the performance of the services required by this Agreement.
- Client shall not provide insurance coverage of any kind for Developer or Developer's staff.
- Client shall not withhold from Developer's compensation any amount that would normally be withheld from an employee's pay.

## **22. Non-solicitation of Developer's Employees**

Client agrees not to knowingly hire or solicit Developer's employees during performance of this Agreement and for a period of one (1) year after termination of this Agreement without Developer's written consent.

## **23. Designated Representatives**

Each party will designate a representative to receive and send materials, approvals, comments, invoices, and other materials discussed in this agreement.

Developer's Representative will be Jason Green, who can be contacted by email at [jason.green@myample.io](mailto:jason.green@myample.io)

Client's Representative will be \_\_\_\_\_, who can be contacted by email at \_\_\_\_\_.

## **24. Site Licensing, Maintenance, and New Development**

After completion of the project and launch of the Site, Client will pay [Licensing Fee Here] Developer for licensing and maintenance of the Site. First payment is due on

At Client's request, Developer may provide additional development after the site's launch. Any such consulting and new development services consulting and new development services to be billed at a rate of one hundred and fifty dollars (\$250) per hour or at an agreed upon project fee.

Client will pay Developer within 30 days of receiving Developer's invoice. Client grants to Developer a license to reproduce and modify the Site content to provide these services.

## **25. Disputes**

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected.

Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

## **26. Data Protection**

See Schedule A, which is incorporated by reference herein.

## **27. Attorney Fees and Expenses**

If there is litigation, the prevailing party may collect from the other party its reasonable costs and attorney fees incurred in enforcing this Agreement.

## **28. Survival**

The provisions of Sections 16 through 18 will survive any termination of this Agreement.

## **29. General Provisions**

- (a) Complete Agreement: This Agreement, together with all exhibits, appendixes, or other attachments, which are incorporated by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements, and documentation relating to such subject matter.
- (b) Modifications to Agreement: Modifications and amendments to this Agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.
- (c) Applicable Law: This Agreement will be governed by the laws of the State of Tennessee.
- (d) Notices: All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:
- When delivered personally to the recipient's address as appearing in the introductory paragraph to this Agreement;
  - Three days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this Agreement; or
  - When sent by fax or electronic mail. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail, or the recipient delivers a written confirmation of receipt.
- (e) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between the parties.
- (f) Assignment: The rights and obligations under this Agreement are freely assignable by either party. Client shall retain the obligation to pay if the assignee fails to pay as required by this Agreement.
- (g) Successors and Assigns: This agreement binds and benefits the heirs, successors, and assigns of the parties.
- (h) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement will be interpreted so as best to carry out the parties' intent.

**30. Signatures**

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

Client:

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Signature:

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Date:

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Developer  
Ample Technology, LLC

Signature:

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Date:

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## **Schedule A**

### **Data Processing**

This Data Processing Schedule (the “Schedule ”) forms part of the agreement (the “Agreement”) between the Client (“Client”) and Ample Technology LLC and its affiliates (collectively, “Developer”).

#### 1. Definitions

1.1. In this Schedule, the following terms shall have the meanings set out below

1.1.1. ‘Applicable Laws’ means (a) European Union or Member State laws with respect to any Personal Data in respect of which Client is subject to EU Data Protection Laws; (b) the laws of the United States, Canada and Australia.

1.1.2. ‘Data Protection Laws’ means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of the United States, Canada and Australia.

1.1.3. ‘EEA’ means the European Economic Area.

1.1.4. ‘EU Data Protection Laws’ means EU Directive 95/46/EC, as implemented into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

1.1.5. ‘GDPR’ means the EU General Data Protection Regulation 2016/679.

1.1.6. ‘Personal Data’ means any Personal Data Processed by Developer on behalf of the Client pursuant to or in connection with the Agreement.

1.1.7. ‘Restricted Transfer’ means a transfer of Personal Data from the Client to Developer outside the EEA, either directly or via onward transfer, to any country not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the GDPR).

1.1.8. 'Services' means, for the purposes of this Schedule, the services performed by Developer for Client.

1.1.9. 'Standard Contractual Clauses' means the contractual clauses set forth by the European Commission in decision 2010/87/EU, dated Feb 2, 2010, and located at <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32010D0087&from=enAnnex 2>.

1.1.10. 'Sub-processor' means any third party (including a Developer Affiliate) appointed by or on behalf of Developer to Process Personal Data.

1.1.11. The terms, 'Commission', 'Controller', 'Data Subject', 'Member State', 'Personal Data', 'Personal Data Breach', 'Processing' and 'Supervisory Authority' have the same meaning as in the Data Protection Laws.

## 2. Processing of Personal Data

2.1. This Schedule applies to Developer's Processing of Personal Data in the course of Developer providing Services to Client. As such, Client is the Controller and Developer is the Processor.

2.2. Developer will only Process Personal Data in accordance with the Client's documented instructions unless Processing is required by Applicable Laws to which Developer is subject, in which case Developer will, to the extent permitted by Applicable Laws, inform Client of that legal requirement before Processing the Personal Data.

2.3. Client (i) instructs Developer and (and authorizes Developer to instruct each Sub-processor) to Process Personal Data, and in particular, transfer Personal Data to any country or territory, as reasonably necessary for the provision of the Services and consistent with the Agreement; and (ii) represents and warrants that (a) it is and will at all relevant times remain authorized to give such instructions, and (b) all such instructions comply with Applicable Laws.

2.4. Developer will promptly notify Client if, in Developer's reasonable opinion, any instructions violate Applicable Laws.

2.5. To the extent allowed by Applicable Laws, Developer will notify Client

without undue delay if Client property, including Personal Data, is endangered by measures undertaken by third parties (such as seizure or confiscation), by insolvency proceedings or any other events.

2.6. Client shall provide the following information to Developer certain regarding Developer's Processing of the Personal Data as required by Article 28(3) of the GDPR:

2.6.1. Subject matter and duration of the Processing of Personal Data

2.6.2. The nature and purpose of the Processing of Personal Data

2.6.3. The types of Personal Data to be Processed

2.6.4. The categories of Data Subjects to whom the Personal Data relates

2.6.5. The obligations and rights of Client and Client Affiliates.

### 3. Developer Personnel

Developer will ensure that any Developer employee, agent or contractor who may have access to Personal Data is subject to confidentiality undertakings in respect of Personal Data.

### 4. Security

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Developer has implemented appropriate technical and organizational measures in respect of Personal Data to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2. In assessing the appropriate level of security, Developer will take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.



4.3. To the extent that Developer or Developer Personnel access Company's systems (or Company's customers' systems) during the Services, then at all times while engaged in providing the Services, Developer will observe and comply with Company's applicable security procedures, rules, regulations and policies, as Company may communicate to Developer from time to time. Developer will not permit any third person, including any employee or contractor of Developer ("Developer Personnel"), to have access to Company's systems (or Company's customers' systems) through any log-on made available to Developer without Company's prior written consent. In the event that such consent is granted, Developer will notify Company within 48 hours of the date that Developer Personnel no longer requires such access to provide the Services, including but not limited to upon terminating the employment/engagement of Developer Personnel (such notice to be provided by Developer by email to HR\_notification@intapp.com or such other recipient as Company may designate). Developer will not disclose Confidential Information to any Developer Personnel, allow any Developer Personnel to have access to Confidential Information, nor allow any Developer Personnel to have access to Company's (or Company's customers') systems if such person has been convicted of a crime of dishonesty, breach of trust or money laundering; is ineligible to work in the location where Services are to be provided; or is on the OFAC Specially Designated Nationals List.

4.4. If Developer has not already performed a criminal background check on Developer Personnel, or required such of a subcontractor, who will provide Services to Company, Developer agrees to perform a check on any of these employees or other personnel before they start providing Services to Company (unless Developer advises us that performing a check would violate applicable laws or regulations applicable, in which event Developer will notify Company of such limitation). Any background checks will be conducted solely at Developer's expense in accordance with applicable laws and regulations as well as good industry practices and shall include, without limitation, the (i) identification of convictions based on dishonesty and/or involving finances such as fraud, forgery, and embezzlement (ii) confirmation that the individual is eligible to work in the location where Services are to be provided, and is not on the OFAC Specially Designated Nationals List and (ii) verification of the social security number (or applicable government-issued personal identification number).

## 5. Subprocessing

5.1. Client authorizes Developer to appoint (and permit each Sub-processor appointed in accordance with this Clause 5 to appoint) Sub-processors in accordance with this Clause 5 and any restrictions in the Agreement.

5.2. Developer may continue to use those Sub-processors it has engaged as at the date of this Schedule.

5.3. Developer will give Client prior written notice of the appointment of any new Sub-processor, including details of the Processing to be undertaken by the Sub-processor. If, within 10 business days of receiving the notice, Client notifies Developer in writing of any reasonable objections to the proposed appointment, Developer will not appoint (or disclose any Personal Data to) that proposed Sub-processor until reasonable steps have been taken to address the objections raised by Client and Client has been provided with a reasonable written explanation of the steps taken. If Developer is not able to satisfactorily resolve Client's objections within a reasonable time, Client may terminate the Agreement without cause.

5.4. With respect to each Sub-processor, Developer will:

5.4.1. Ensure that the arrangement between Developer and the Sub-processor is governed by a written contract including terms offering at least the same level of protection for Personal Data as those set out in this Schedule and meet the requirements of article 28(3) of the GDPR; and

5.4.2. If that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between Developer and the Sub-processor, or before the Sub-processor first Processes Personal Data, procure that it enters into an agreement incorporating the Standard Contractual Clauses with Client.

5.5 Developer will remain responsible for its compliance with the obligations of this Schedule and for any acts or omissions of any Sub-processor that cause Developer to breach any of its obligations under this Schedule.

## 6. Data Subject Rights

6.1. The Services provide Client with a number of means by which Client may retrieve, correct, delete or restrict Personal Data. Client may use these means as technical and organizational measures to assist it in connection with its obligations under the GDPR, including its obligations relating to responding to requests from Data Subjects.

6.2. Developer will (i) promptly notify Client if it receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and (ii) not respond to that request except as required by Applicable Laws to which Developer is subject, in which case Developer will, to the extent permitted by Applicable Laws, inform Client of that legal requirement before Developer responds to the request.

## 7. Personal Data Breach

7.1. Developer will notify Client without undue delay upon becoming aware of an actual or suspected, threatened or 'near miss' Personal Data Breach affecting Personal Data, providing Client with sufficient information to allow Client to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2. Developer will cooperate with Client and take such reasonable commercial steps as requested by Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

## 8. Deletion or Return of Personal Data

8.1. Unless otherwise agreed in the Agreement, within 90 days of the expiration or termination of the Agreement (the 'Termination Date'), Developer will delete permanently Personal Data unless Client has previously deleted all such Personal Data before the Termination Date.

8.2. Notwithstanding Clause 8.1, Developer may retain Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws (and Developer may retain business contact information for Client's staff); provided, however, that Developer will ensure the confidentiality of all such Personal Data and will ensure that such Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its retention, and for no other

purpose.

## 9. Data Protection Impact Assessments and Audit Rights

9.1. Developer will provide reasonable assistance to Client with any data protection impact assessments, and prior consultations with Supervisory Authorities or other competent data privacy authorities, which Client reasonably considers to be required of it by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, Developer.

9.2. Client may conduct an audit or inspection to verify the adequacy of Developer's security measures and Developer's compliance with its obligations under this Schedule by (i) upon 30 days' notice, conducting such audit at its own expense, or (ii) agreeing with Developer that Developer will carry out the audit. Developer will reasonably assist Client in the conduct of any audit or inspection.

9.3. If Client and Developer agree that Developer will conduct the audit described in Clause 9.2, the audit (i) will be performed at least annually; (ii) will be performed according to ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001; and (iii) will be performed by independent third-party security auditors. At the conclusion of the audit the auditor will prepare an audit report ('Report'). Upon the Client's request, Developer will provide Client with the Report. The Report will be deemed Developer Confidential Information.

## 10. Restricted Transfers

10.1. If Developer does not have, at the time of a Restricted Transfer, certification under the Privacy Shield program, Developer will enter into the Standard Contractual Clauses in respect of any Restricted Transfer and such Standard Contractual Clauses will be deemed signed, accepted, and executed in their entirety and are incorporated by reference into this addendum..

10.2. Developer will notify Client if it ceases to maintain, or anticipates the revocation or withdrawal of its Privacy Shield certification.

## 11. General Terms

11.1. Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

11.1.1. the Parties agree to submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Schedule, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

11.1.2. this Schedule and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

11.2. In the event of any conflict or inconsistency between this Schedule and the Standard Contractual Clauses, the Standard Contractual Clauses prevail. In the event of inconsistencies between this Schedule and any other agreements between the Parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the Parties) agreements entered into or purported to be entered into after the date of this Schedule, the provisions of this Schedule prevail.

11.3. This Schedule remains in effect until termination or expiration of the Agreement.

11.4. The liability of each Party under this Schedule is subject to the exclusions and limitations of liability set out in the Agreement.

11.5. Should any provision of this Schedule be invalid or unenforceable, then the remainder of this Schedule will remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its

validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.