

Vbrick Subscription EULA

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Vbrick shall, if processing Your Personal Data as a Data Processor: (i) only process Your Personal Data for the duration of the Agreement; (ii) only process Your Personal Data on behalf of You to provide the Products and Services; (iii) only process Your Personal Data on and in accordance with Your instructions and as set forth in this Agreement; (iv) ensure that appropriate technical and organizational measures are taken to protect against the accidental, unauthorized or unlawful destruction, loss, alteration, access or disclosure of Your Personal Data; (v) if You are a European resident, Vbrick will not transfer Your Personal Data outside the European Economic Area ("EEA") to countries whose laws the EEA has acknowledged do not ensure an adequate level of data privacy protection, without the prior written consent of You; and (vi) delete or return Your Personal Data according to Your instructions, per the applicable master agreement, (except to the extent that Vbrick is required to continue to store Your Personal Data); (vii) ensure that all its personnel who have access to Your Personal Data are subject to obligations of confidentiality when processing Your Personal Data; (viii) promptly inform You if any Your Personal Data is (while within the Vbrick's possession or control) subject to a personal data breach (as defined in Article 4 of the GDPR); (ix) provide You and any legal data protection regulator all information and assistance necessary to demonstrate compliance with the obligations in this EULA; (x) permit Your chosen independent auditor (at Your sole cost) to access any relevant premises, personnel or records of Vbrick on no less than 30 days prior written notice to audit and verify compliance with Vbrick's data protection obligations under this EULA.

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

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

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

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

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

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