

## TERMS OF SERVICE AGREEMENT FOR SOFTWARE PRODUCTS

THIS TERMS OF SERVICE AGREEMENT (this “Agreement”) is made between JTECH, an HME Company (“JTECH”) and any person or company (“User”) that opens and maintains an account with JTECH for any of its interactive online services (each of such services referred to herein as the “Service”).

THIS AGREEMENT IS A “CLICK-WRAP” AGREEMENT. By clicking on the box on the Service's Registration page under “Terms and Conditions”, (A) where the User is a company, you confirm that you are authorized to enter into this Agreement on behalf of the User, and (B) you consent (1) to JTECH's collection of Input Data (see Section 4(b) below) from your JTECH product and (2) to be bound by all of the terms of this Agreement.

Where applicable in accordance with Section 4(e) of the Agreement, Appendix A forms part of this Agreement and will have the same force and effect as if set out in the body of the Agreement and any reference to this Agreement will include Appendix A.

### 1. General Terms

(a) Description. The Service allows a User to contact waiting customers using a number of different web-based communication media via a standard web browser from a cloud-based system hosted by JTECH. The Service is proprietary to JTECH and is protected by state and federal intellectual property laws and international intellectual property treaties. User's access to the Service is licensed and not sold. Subject to the terms and limitations set forth in this Agreement (including, without limitation, the timely payment of any fees), JTECH agrees to provide User with a personal, non-transferable and non-exclusive account enabling User to access and use the Service.

(b) Required Disclosure. The User will disclose to its customers and patrons to whom communications are sent via the Service the following: “JTECH’s Host Concepts and other platforms are subscription message services that offers notifications for services requested in a dining, healthcare, retail or similar venue. Messages will be sent for each update or status change to position on a waiting list or new or updated appointments. Message and data rates may apply. Three (3) messages/visit. Text STOP to cancel at any time. Text HELP for help or email: [wecare@jtech.com](mailto:wecare@jtech.com). You may also call our support line at 1-800-321-6221 in the US and Canada or +1 770 925 8630 internationally. The mobile carriers will not be liable for delayed or undelivered messages.”

(c) Accessibility. User agrees that from time to time the Service may be inaccessible or inoperable for any reason (including, without limitation, equipment malfunctions, periodic maintenance procedures or repairs that JTECH may undertake from time to time or causes beyond the control of JTECH or which are not reasonably foreseeable by JTECH). JTECH shall have no liability or responsibility to User if the Service is inaccessible or inoperable for any reason.

(d) Password; Equipment. User shall be solely responsible for any and all acts or omissions that occur under User's account or password. User shall be solely responsible for providing, maintaining and ensuring compatibility with the Service and all hardware, software, electrical and other physical requirements for User's use of the Service (including, without limitation, telecommunications and Internet access connections and links, web browsers or other equipment, programs and services required to access and use the Service). User is responsible for maintaining the security and confidentiality of all passwords associated with User's account and for all activities that occur under User's account. If User becomes aware of any unauthorized or illegal use of any such password or account, then User shall immediately notify JTECH.

### 2. Right To Use the Service

(a) Use of Service. JTECH grants to User a non-exclusive, non-transferrable and non-sublicenseable right to access and use the Service solely for User's internal business purposes. User may use the Service only while User is an account holder who subscribes to the Service or is using the Service with the express permission of a paying account holder who subscribes to the Service. Unless otherwise specified by JTECH or by another express agreement with JTECH to the contrary, User's license and right to access or use the Service terminates on the earliest of: (1) the date which is the last day of the billing cycle for which the last Service prepayment for the account has been received by JTECH (or its authorized distributors); (2) the date on which any charge or fee, or other balance due under the account is past due and JTECH determines, in its discretion, to terminate the account or suspend the Service; (3) any other date upon which JTECH has the right to terminate the account or suspend the

Service as provided in this Agreement or any other applicable agreement or policy; or (4) the date on which User terminates this Agreement.

(b) Authorization. User represents, to the extent User uses any feature of the Service and User is not an account holder, that User has the express permission of an account holder to use that account holder's Service account. Conversely, if User is creating an account on behalf of another person who will become an account holder thereby, then User (1) hereby represents, warrants, and covenants that User has the express authority to create such account and bind such account holder to this Agreement and the policies and requirements pertaining to the Service and (2) hereby indemnifies JTECH from any loss, damage, claim or expense (including reasonable attorney's fees and expenses) arising out of or related to User's failure to actually acquire such authority or such new account holder's dispute or denial of any such authority. JTECH reserves the right to discontinue allowing persons who are not (or who do not become thereby) account holders to create, use or access accounts or the Service, whether on an account-by-account basis or otherwise, in JTECH's sole discretion. JTECH may establish other reasonable account or Service usage limits in its discretion. JTECH further reserves the right to refuse Service to any person or organization for any reason, in JTECH's sole discretion.

(c) Trial Offers. JTECH may offer free trials to allow Users to evaluate the Service prior to committing to a subscription; therefore, Service subscription purchases are non-refundable. Service plan billing begins at the end of the applicable trial period unless the account holder has previously and timely canceled the account by giving JTECH notice of cancellation in accordance with Section 13(d) below, or prior to the end of the free trial period User has entered into a subscription agreement for the Service. **THE ACCOUNT HOLDER MUST CANCEL HIS, HER OR ITS ACCOUNT PRIOR TO THE END OF THE FREE TRIAL PERIOD TO AVOID CHARGES.** JTECH reserves the right to discontinue or modify trial offers, promotions and special offers at any time in its sole discretion.

(d) Limitation on Users. Each account holder's right to use the Service is personal to the account holder and those employees or other staff of the account holder who use the Service solely on behalf of the account holder's organization. An account is limited to use for the benefit of a single organization or individual. The account holder may be either an individual or organizational entity, but neither the account holder, nor any other user, may resell, rent or timeshare access to the account or use of the Service or other materials available on the JTECH Website without the express prior written consent of JTECH.

(e) Restrictions on Access and Use. User shall not access or attempt to access the Service by any means other than the web or attempt to circumvent or disable any access or use restrictions put in place by JTECH. User shall use the Service only for purposes and in a manner that are permitted by applicable laws, rules and regulations. User shall not (and shall not attempt to) decompile, reverse engineer or otherwise derive or discover the source code of the software underlying the Service except to the extent such actions cannot be prohibited by applicable local law, or use the Service in a service bureau or other resale capacity.

### **3. User's Account**

(a) Creating Account. To use the Service, an account must be created, and to create an account, an account holder (or his, her or its authorized representative) must have completed the Service's Registration page and provided the information required on such page (all such information provided shall be referred to herein as "User Account Data"). All User Account Data must be, and must be maintained as, accurate and current during the life of the account, and any inaccuracy therein shall be grounds for account termination.

(b) Notices. JTECH may distribute notices and other important information to account holders to such e-mail addresses, or by publication on the JTECH Website, by transmission through the Service, or by written communication sent by mail to the account holder address on record. Regardless of method, each account holder is responsible to assure that all users of the account or the Service thereunder are notified accordingly and all such users shall be deemed to have received such notice when provided to the account holder of record by reasonable means. Such notices, including any amendments to this Agreement determined by JTECH in its discretion, or to any policies, rules, or restrictions, shall be effective as against the account holder and all other users upon such publication or distribution.

#### 4. Content and Data.

(a) Responsibility for Content Resulting From Use of the Service. User acknowledges and agrees that all information communicated by User in connection with User's use of the Service is the responsibility of User or the person from which the information originated, and that JTECH has no responsibility for such content.

(b) Input Data. As between the parties hereto, User shall own and, other than to the limited extent provided in this Section 4(b), have sole control over any and all data transmitted to the Service by User or by other persons communicating with User via the Service, or collected from User's JTECH product (collectively, the "Input Data"). User hereby grants to JTECH a non-exclusive, royalty-free, worldwide license to (1) use and display the Input Data solely in conjunction with the Service and (2) to aggregate the Input Data with similar information provided by other users of the Service for the purpose of producing industry-level reports and analyses that do not identify User or any franchisor with which User may have a contractual relationship. User acknowledges and agrees that, as between the parties hereto, all Input Data is the responsibility of User; provided, however, that JTECH shall have the right (but not the obligation) in its discretion to remove from the Service any Input Data that violates this Agreement or JTECH's policies and procedures, or is otherwise objectionable.

(c) Security and Retention. JTECH employs reasonable technological and operational security procedures intended to protect data from loss, misuse, alteration, or destruction. However, User acknowledges that no security measure can guarantee against compromise, and JTECH does not guarantee that the servers and databases underlying the Service will not experience any such compromise. User acknowledges that servers and databases are maintained by or on behalf of JTECH to store the Input Data and other data processed by the Service and that JTECH may retain this information as long as it is necessary and relevant for JTECH's operations. In addition, JTECH may retain personal information from closed accounts to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigation, enforce this Agreement and take other actions permitted by law.

(d) Privacy. JTECH will process User Account Data in compliance with applicable law and JTECH's Privacy Policy which is available on JTECH's corporate website or on request. JTECH uses secured servers for conducting online transactions. Steps have also been taken to safeguard the integrity of data and protection of personal information including but not limited to the employment of firewalls, encryption, and authenticated access to internal databases where needed. All personal information is transmitted and protected by encryption technology using Secured Socket Layer (SSL) protocol. If security monitoring reveals possible evidence of criminal activity, information pertaining to such activity will be provided to law enforcement officials.

(e) European Data Processing Addendum. The parties agree that, to the extent User is established within the European Union, European Economic Area, the United Kingdom or Switzerland and/or JTECH processes Input Data relating to customers or other third parties located in the European Union, European Economic Area, the United Kingdom or Switzerland on behalf of User, the European Data Processing Addendum contained in Appendix A to this Agreement will apply.

#### 5. Fees

(a) Payment. User shall pay JTECH (or its authorized distributor) for the Service any then-applicable subscription charges or other fees (the "Fees"). Fees will be billed in advance annually, quarterly or monthly as set forth in User's subscription agreement. JTECH expressly reserves the right to change the Fees at any time upon notice to User. The Fees shall be due and payable at the time indicated by JTECH. The Fees are non-refundable unless User prepays for a period of use in excess of one year instead of paying annually. In any such case, unused prepaid amounts will be reimbursed following termination of this Agreement.

(b) Collection and Taxes. All Fees, taxes and other charges shall be billed to User's credit card or PayPal account in United States Dollars. User shall be responsible for and shall pay JTECH (or its authorized distributor) all currency conversion charges, sales, use, value-added, personal property or other tax, duty or levy of any kind (including, without limitation, interest and penalties thereon) imposed now or later by any governmental entity. In the event User fails to pay any amount when due and payable, JTECH may immediately suspend or terminate this Agreement and User's access to the Service. In connection with any purchase, subscription or license of JTECH goods and services, the Customer agrees to pay any amount owed to JTECH plus the costs of collecting such amount, including attorney's fees and related costs.

## 6. User Representations

User represents and warrants to JTECH that: (1) User is a person over the age of eighteen (18) or a legally existing entity and has the power and authority to enter into and perform User's obligations under this Agreement; (2) all information User has provided and will provide to JTECH is truthful, accurate and complete; (3) User authorizes charges to its credit card or PayPal account for payment of Fees and other charges; and (4) User will comply with all terms and conditions of this Agreement (including, without limitation, "Prohibited Uses" under Section 7); and (5) if using an SMS paging or reservation management system, User is responsible for complying with all applicable laws regarding such use, including, but not limited to, the Telephone Consumer Protection Act (TCPA).

## 7. Prohibited Uses

User agrees not to engage in unacceptable use of the Service, which includes, without limitation, use of the Service to: (1) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email; (2) disseminate or transmit material that to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (3) disseminate, store or transmit files, graphics, software or other material without the permission or right to do so or that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (4) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (5) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (6) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Service or any other computer network; (7) disseminate, store or transmit viruses, trojan horses or any other malicious code or program; or (8) engage in any other activity deemed by JTECH to be in conflict with the spirit or intent of this Agreement.

## 8. Termination

(a) By User. User may terminate this Agreement (and cancel the Service) at any time upon 30 days prior written notice to JTECH at [wecare@jtech.com](mailto:wecare@jtech.com). User will not owe any Fees for periods subsequent to the effective date of such notice.

(b) By JTECH. JTECH may terminate this Agreement (and User's access to the Service) at any time, for any reason or for no reason.

(c) Effects of Termination. Upon the expiration or termination of this Agreement, JTECH will disable User's online access to the Service and, if User requests in writing, will destroy the Input Data of User then in JTECH's possession. Termination of this Agreement will not relieve either party of its obligation to comply with any terms of this Agreement that call for performance prior or subsequent to the termination date of the Service, including User's obligation to pay for access to the Service for periods prior to the termination date.

## 9. Proprietary Rights

The contents of the Service are copyrighted by JTECH. All rights are reserved. No part of the Service or the services, products and information on the Service may be reproduced or transmitted by User in any form or by any means without JTECH's express written permission except that User may use any reports containing Input Data provided by the Service for its internal business purposes. JTECH shall retain and exclusively own all right, title and interest in and to its trademarks, copyrights or other intellectual property rights contained in the Service.

## 10. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT USER'S SOLE RISK. JTECH DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES JTECH MAKE ANY REPRESENTATION OR WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. JTECH MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-

INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE) IN RELATION TO THE SERVICE OR THIS AGREEMENT. THIS SECTION 10 IS INTENDED TO BE APPLICABLE TO THE MAXIMUM EXTENT ALLOWED BY LAW.

## **11. Risk of Loss; Limitation of Liability**

(a) Risk of Loss. User accepts all risk of loss or damage to User's computer systems or other devices, or loss of data, that results from or in connection with User's use of the Service.

(b) Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL JTECH BE LIABLE TO USER OR ANY OTHER PERSON FOR ANY LOST PROFITS, LOST DATA, LOSS OF BUSINESS OR REVENUE, GOODWILL OR REPUTATION OR FOR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THE SERVICE OR THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, USER'S USE OF OR INABILITY TO USE THE SERVICE), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL JTECH'S TOTAL LIABILITY TO USER OR ANY OTHER PERSON FOR ANY DIRECT DAMAGES ARISING FROM OR RELATING TO A BREACH BY JTECH OF THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY USER TO JTECH UNDER THIS AGREEMENT. THIS SECTION 11(b) IS INTENDED TO BE APPLICABLE TO THE MAXIMUM EXTENT ALLOWED BY LAW AND NOTHING IN THIS SECTION 11(b) SHALL EXCLUDE OR LIMIT JTECH'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BY APPLICABLE LAW BE LIMITED OR EXCLUDED. USER ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE ESSENTIAL ELEMENTS OF THE BARGAIN AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE FINANCIAL AND OTHER TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

## **12. Indemnification**

User agrees to indemnify and hold harmless JTECH and its shareholders, directors, officers, employees and agents, from and against any action, cause, claim, damage, debt, demand or liability (including, without limitation, reasonable attorneys' fees and expenses and court costs) resulting from, arising out of or relating to User's breach of this Agreement or User's use of the Service. This Section 12 is intended to be applicable to the maximum extent allowed by law.

## **13. Miscellaneous**

(a) Independent Contractors. The parties are independent contractors. Neither party, by virtue of this Agreement or otherwise, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

(b) Waiver. If JTECH fails to insist that User performs any of its obligations under this Agreement, or if JTECH does not enforce its rights against User, or if JTECH delays in doing so, that will not mean that JTECH has waived its rights against User and will not mean that User does not have to comply with those obligations. If JTECH does waive a default by User, JTECH will only do so in writing, and that will not mean that JTECH will automatically waive any later default by User.

(c) Severance. Each of the conditions of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

(d) Notices. Any notice made by either party under this Agreement shall be delivered via e-mail. User shall deliver all notices to JTECH at [wecare@jtech.com](mailto:wecare@jtech.com). JTECH shall deliver all notices to User to the e-mail address provided for User's account or any other e-mail address that User provides to JTECH.

(e) Survival. In the event of any termination of this Agreement, any accrued obligation under this Agreement (including, without limitation, unpaid Fees) and Sections 9, 10, 11, 12 and 13 shall survive indefinitely.

(f) Governing Law; Venue; Severability. The Service is controlled, operated and administered by JTECH from JTECH's offices in Gwinnett County, Georgia, United States of America. As such, this Agreement shall be governed by the laws of the State of Georgia without giving effect to its conflicts of law principles. User agrees that any action or proceeding instituted by User resulting from, arising out of, relating to or in connection with use of the Service or this Agreement shall be tried and litigated exclusively in the state and federal courts located in Gwinnett County, Georgia, United States of America. Any action or proceeding that is not commenced within one (1) year after the claim or cause of action arises upon which such claim or proceeding is based will after the expiration of such one (1) year period be barred. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, then such provision shall be enforced to the maximum extent permissible by law so as to affect the intent of this Agreement and the remainder of this Agreement shall continue in full force and effect.

(g) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between User and JTECH in connection with User's access to and use of the Service and shall not be deemed amended, modified or waived under any circumstance, except that JTECH may add to or modify this Agreement at any time by notice to User or by providing disclosure to User through the Service, and User's access to or use of the Service after the date of such notice or disclosure shall be deemed to constitute acceptance of such addition or modification.

(h) Assignment. Except as provided in this Section 13(h), User shall not transfer or assign this Agreement or its rights and obligations under this Agreement without JTECH's prior written consent. User shall have the right to transfer and assign this Agreement and its rights and obligations hereunder without JTECH's prior written consent if such transfer and assignment occurs in connection with a merger of User, or in connection with the sale of all or substantially all of User's assets to a third party.

(i) Execution. This Agreement is a "click-wrap" agreement. This Agreement shall be deemed executed and delivered by both parties upon User clicking the acceptance button for this Agreement.

## APPENDIX A

### EUROPEAN DATA PROCESSING ADDENDUM

This European Data Processing Addendum (“**Addendum**”) forms part of the Agreement and reflects the parties’ agreement with regard to the processing of Personal Data in accordance with the requirements of the applicable Data Protection Legislation. In the event of any inconsistency between this Addendum and the Agreement, including but not limited to Section 4 of the Agreement, the Addendum shall prevail.

#### 1. Definitions

a) The following terms shall have the following meanings:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity;

“**Data Protection Legislation**” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area, their member states and the United Kingdom which are applicable to the processing of Personal Data under this Agreement including but not limited to the EU General Data Protection Regulation (2016/679);

“**Controller**”, “**Processor**”, “**Data Subject**”, “**Personal Data**” and “**Supervisory Authority**” each have the meanings given to them in the Data Protection Legislation;

“**Processing**” has the meaning set out in the Data Protection Legislation and “process” and “processed” shall be construed accordingly; and

“**User Personal Data**” has the meaning given to it in clause 3a).

b) For the purpose of this Addendum, references to clauses shall be deemed to be references to the terms of this Addendum, unless otherwise stated or if the context otherwise requires.

#### 2. Roles of the Parties

a) Both parties will comply with all applicable requirements of the Data Protection Legislation. The provisions set out in the remainder of this Addendum are in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

b) The parties acknowledge and agree that JTECH will act as a Controller in respect of User Account Data, as such term is used in the Agreement. JTECH shall comply with the applicable Data Protection Legislation and will process such User Account Data in accordance with the Agreement and JTECH’s Privacy Policy which is available on JTECH’s corporate website or on request.



c) The parties acknowledge and agree that for the purposes of the Data Protection Legislation, JTECH will act as a Processor, and User will act as a Controller, in respect of User Personal Data.

d) User shall, as a Controller of User Personal Data, ensure that it has, and will continue to have, the right to transfer, or provide access to, User Personal Data to JTECH for processing in accordance with the terms of the Agreement. For the avoidance of doubt, User's instructions for the processing of User Personal Data shall comply with applicable Data Protection Legislation. JTECH will inform User immediately if it considers, in its opinion, that any of User's instructions infringe applicable Data Protection Legislation. User shall have sole responsibility for the accuracy, quality, and legality of User Personal Data and the means by which User acquires User Personal Data.

### 3. Scope of Processing

a) User agrees that JTECH, its affiliates and agents, may process Personal Data contained in the Input Data ("**User Personal Data**") on behalf of User to perform its obligations for the term of the Agreement. The types of User Personal Data processed by JTECH in connection with User's use of the Service include, but are not limited to: contact details (such as names and telephone numbers). The Data Subjects include customers of User.

b) JTECH shall process User Personal Data only on the written instructions of User unless JTECH is required by the laws of any member state of the European Union or by the laws of the European Union applicable to JTECH to process User Personal Data ("**Applicable Laws**"). Where JTECH is relying on Applicable Laws as the basis for processing User Personal Data, JTECH shall notify User of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit JTECH from so notifying User.

c) The following is deemed an instruction by User to process User Personal Data, subject to User's compliance with Data Protection Legislation: (i) processing to provide the Service in accordance with the Agreement; (ii) processing initiated by the account holder (or his, her or its authorized representative) in their use of the Service; (iii) processing to comply with other reasonable instructions provided by User where such instructions are consistent with the terms of the Agreement and (iv) processing to aggregate User Personal Data with similar information provided by other users of the Service for the purpose of producing industry-level reports and analyses that do not identify any Data Subject, User or any franchisor with which User may have a contractual relationship.

### 4. Data Processing Obligations

a) The obligations set forth in this clause 4 apply only to the extent that JTECH is the Processor in relation to User Personal Data, and without prejudice to the generality of clause 2a).

b) JTECH shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of User Personal Data and against accidental loss or destruction of, or damage to, User Personal Data ("**Personal Data Breach**"), appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

c) All JTECH personnel who have access to and/or process User Personal Data shall be obliged to keep User Personal Data confidential.



d) JTECH shall assist User in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities or regulators provided that JTECH may charge User on a time and materials basis in the event that JTECH considers, in its reasonable discretion, that such assistance is onerous, complex, frequent, or time-consuming;

e) JTECH shall notify User without undue delay on becoming aware of a Personal Data Breach and shall provide further information about the Personal Data Breach to JTECH in phases as such information becomes available.

f) At the written direction of User, JTECH shall delete or return User Personal Data and copies thereof to User on termination of the Agreement unless required by Applicable Law to store User Personal Data.

g) JTECH will maintain records and information to demonstrate its compliance with this Addendum and, at User's expense and subject to clause 5, shall permit User, or its appointed third-party auditors (collectively, "**Auditor**"), to audit the architecture, systems and procedures relevant to JTECH's compliance with this Addendum and shall make available to the Auditor all information, systems and staff necessary for the Auditor to conduct such audit. To the extent any such audit incurs in excess of 20 hours of JTECH personnel time, JTECH may charge User on a time and materials basis for any such excess hours.

## 5. Audits

a) Before the commencement of an audit described in clause 4g), JTECH and User will mutually agree upon the reasonable scope, start date, duration of and security and confidentiality controls applicable to the audit. User agrees that:

i. audits will be conducted during JTECH's normal business hours;

ii. it will not exercise its on-site audit rights more than once in any twelve (12) calendar months period, unless it has reasonable concerns as to JTECH's compliance with this Addendum or where it is required or requested to carry out an audit under Data Protection Legislation, or by a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Legislation in any country or territory;

iii. it will be responsible for any fees charged by any third party auditor appointed by User to execute any such audit;

iv. JTECH may object to any third-party auditor appointed by User to conduct an audit if the auditor is, in JTECH's opinion, not suitably qualified or independent, a competitor of JTECH or otherwise manifestly unsuitable. Any such objection by JTECH will require User to appoint another auditor or conduct the audit itself;

v. nothing in this clause 5 will require JTECH either to disclose to the Auditor, or to allow the Auditor access to (a) any data processed by JTECH on behalf of any other organization, (b) any JTECH internal accounting or financial information, (c) any trade secret of JTECH, (d) any information that, in JTECH's opinion, could (i) compromise the security of any JTECH systems or premises, or (ii) cause JTECH to breach its obligations to User or any third party, or (e) any information that User seeks to access for any reason other than the good faith fulfilment of User's obligations under the Data Protection Legislation; and

vi. it shall provide JTECH with copies of any audit reports completed by the Auditor, which User agrees to keep confidential and to use only for the purpose of auditing JTECH in accordance with this clause 5(vi).

## 6. Subprocessors

a) User acknowledges and agrees that (a) JTECH may engage any JTECH Affiliate to process User Personal Data on its behalf; and (b) JTECH and a JTECH Affiliate may engage third-party processor (“**Subprocessors**”) to process User Personal Data in connection with the Service. JTECH or a JTECH Affiliate has entered or (as the case may be) will enter with Subprocessors into written agreements incorporating terms which are substantially similar to, and no less onerous than, those set out in this Addendum. JTECH shall inform User of any intended changes concerning the appointment or replacement of further Subprocessors. User may object to any new Subprocessor by terminating the Agreement with respect only to those services which cannot be provided by JTECH without the use of the objected-to new Subprocessor. Such termination will be made by providing written notice to JTECH, on the condition that User provides such notice within 14 days of being informed of the engagement of the new Subprocessor as described in this clause 6a). This termination right is User’s sole and exclusive remedy if User objects to any new Subprocessor. As between User and JTECH, JTECH shall remain liable for all acts or omissions of any Subprocessors appointed by it pursuant to this clause 6a) as if those acts or omissions were of JTECH.

## 7. International Transfers

a) User acknowledges and agrees that User Personal Data will be processed by JTECH outside of the European Union, European Economic Area or the United Kingdom or Switzerland including in the United States of America. Where User Personal Data is transferred from the European Union, European Economic Area or the United Kingdom or Switzerland to a jurisdiction outside of the European Union, European Economic Area or the United Kingdom or Switzerland that has not received an adequacy decision by the European Commission, JTECH will execute appropriate safeguards in relation to the transfer that may be necessary to transfer the data in compliance with Applicable Law, such as the European Commission-approved Standard Contractual Clauses, (unless appropriate safeguards have already been provided by User).