

Vision Critical Data Protection Schedule

Revision: 2016.12.5

1 General

This Data Protection Schedule outlines the processes, infrastructure and policies that Vision Critical ("VCCI") has in place to protect its systems and customer data.

2 Definitions

- A. **"Backup"** means an extra copy of data to be used in the event that the original copy is damaged or unavailable. The extra copy of data is kept separately from the original copy;
- B. **"Insight Community"** means Subscriber's online community which is an operating instance of the Solution accessed via the web portal owned by Subscriber;
- C. **"Participant"** or **"Community Member"** means a respondent regardless of if they have an account in the Solution, participating in any forum, discussion, research, survey, study or any other means or form of questionnaire administered through the Solution;
- D. **"Penetration Test"** means a search of software for Security Defects by a security expert without access to the system's source code;
- E. **"Personally Identifiable Information"** or **"PII"** means any data that could potentially identify a specific individual;
- F. **"Security Breach"** means any confirmed unauthorized access to, use of, or disclosure of Subscriber's confidential information;
- G. **"Security Defect"** means a technical deficiency in the software or hardware that constitutes to unauthorized access to the Solution or the Subscriber Data;
- H. **"Security Questionnaire"** means any Subscriber developed or proprietary form or any other means that collects information on the security, privacy or data protection capabilities of VCCI;
- I. **"Security Scan"** means an automated search of the of a system for Security Defects without access to the system's source code;
- J. **"Solution"** means the technology platform and automated services owned by VCCI, including all standard upgrades and updates thereto;
- K. **"Subscriber"** is a customer of VCCI who has entered into a subscription agreement with VCCI to access and use the Solution;
- L. **"Subscriber Data"** means information uploaded to the Solution by the Subscriber, or submitted directly to the Solution by the Participants;
- M. **"Sub-Processor"** means a party that provides services to VCCI for purposes of delivering the Solution and may have access to Subscriber Data; and
- N. **"Supplier"** means a party that provides services to VCCI for purposes of delivering the Solution and does not access Subscriber Data in the normal provision of such services.

3 Policies and Governance

VCCI has implemented the following governance structure with respect to its Security and Privacy Policies:

- A. VCCI's Security and Privacy policies have been approved by its executive;

- B. A member of senior management is responsible for security and privacy at VCCI periodically reporting to the executive and board on such matters;
- C. Risks are centrally recorded and reported to the executive and the board on a quarterly basis;
- D. On an annual basis, VCCI reviews its policies and supporting documentation for relevance;
- E. Non-compliance with a policy or standard requires approvals in accordance with a clear authority framework;
- F. Non-compliance with company policies has outcomes up to and including termination of employment;
- G. On at least a quarterly basis, reviews are performed within the business on compliance with select company policies and standards. The review scope is approved by a steering committee and findings are reported to the Executive;
- H. On an annual basis, VCCI conducts user security and privacy awareness education;
- I. All employees sign-off on company policies on an annual basis; and
- J. All new hires at VCCI receive criminal background checks where permitted by law. As permitted by law, existing employees also complete criminal background checks.

4 Data Centre Security

VCCI houses the Solution in enterprise class data centres that provide:

- A. Independent annual audit reports of their security and availability capabilities. Such reports include but are not limited to: AICPA SSAE16 SOC1, AICPA AT100 Trust Principles SOC2 audit reports or ISO27001 certifications;
- B. Redundant cooling, fire suppression, power and communications; and
- C. 24x7 guard services, physical access control and video surveillance.

5 Infrastructure Security

VCCI has implemented the following security mechanisms:

- A. The Solution is protected by firewalls and reverse proxies that restrict traffic to only that which is required to provide service;
- B. All network traffic into the networking hosting the Solution is monitored by intrusion detection;
- C. All access to the Solution and its supporting infrastructure is centrally logged;
- D. 24/7 automated monitoring for malicious activity;
- E. Bastion hosts and two factor authenticated VPN access into the production network; and
- F. Anti-virus.

6 Multi-tenant Environment

VCCI provides a multi-tenant Solution which holds data for multiple Subscribers, and provides the following protections:

- A. Each Insight Community is dedicated to a single Subscriber;
- B. Insight Communities are uniquely identified by their domain name and underlying account identifier;
- C. Access to Insight Communities are only granted to the identities directly associated with the Subscriber's account;

- D. Data is logically segregated using either separate database schemas or data attributes that are used by the application code to make access decisions; and
- E. Detailed infrastructure logs are not available to any Subscriber.

7 Application Security

VCCI provides the following controls within and around the Solution:

- A. Username and password protected access to the administrator portal which can be configured to include password complexity and account lockout for multiple failed login attempts;
- B. Username and password access to the Participant portal;
- C. Logging of study creation/deletion/deployment as well as all user creation/modification/deletion; and
- D. Secure development practices and use of safe software libraries; for the purposes of this section a safe software library is one that is provided by the manufacturer that is free of known security defects and is designed such that developers are forced to use the library in a manner that does not unintentionally introduce security defects into the Solution.

8 Data Encryption

- A. All connections to the Solution are protected using encrypted channels including but not limited to Transport Layer Security (TLS);
- B. All offsite Backups are encrypted; and
- C. All systems storing Subscriber Data use disk storage that is encrypted at rest.

9 Operations

- A. VCCI has implemented processes including vulnerability management, incident response and security patching procedures to protect against known and emerging threats.
- B. Changes to production systems can only be implemented by authorized system administrators following a defined Quality Assurance, change management, and approval process.
- C. Rollouts follow a defined schedule which shall be provided to Subscriber at least three (3) months in advance, with the exception of emergency maintenance, at <https://www.visioncritical.com/trust/maintenance/>.

10 Data Residency

- A. VCCI's core systems, and associated data storage, are housed in a hosting facility at one of the following locations as set out in an Order:
 - i. Subscribers based in the Americas are hosted in one of Amazon Web Services' availability regions in the USA;
 - ii. Subscribers based in Europe, the Middle East or Africa are hosted in Amazon Web Services' availability region in Germany; or
 - iii. Subscribers based in Asia-Pacific region are hosted in Amazon Web Services' availability region in Singapore.
- B. VCCI may relocate their hosting facilities and all Subscriber Data therein provided that such relocation:
 - i. is posted to VCCI's website at least ninety (90) days in advance; and

- ii. keeps Subscriber Data within the same relative geographical region which is one of (a) North America for customers in the Americas; (b) the European Union for customers in Europe, the Middle East or Africa; or (c) Asia-Pacific for customers in Oceania, South East Asia, South Asia and East Asia
- C. VCCI shall maintain an up-to-date list of hosting facilities at <https://www.visioncritical.com/trust/legal/>;
- D. For clarity, VCCI does not comply with country specific regulation that requires hosting of data within a specific country.

11 Disaster Recovery and Business Continuity

- A. VCCI shall maintain onsite snapshots and capacity sufficient to restore individual Insight Communities within 48 hours with no more than 24 hours of data lost;
- B. VCCI will maintain online duplicate copies of Subscriber's data;
- C. If VCCI chooses to send backups of the data offsite such backups will be encrypted and the keys for the encryption will remain under VCCI's control; and
- D. In the event of a catastrophic loss of an entire data centre, VCCI shall use its commercially reasonable efforts to recover Subscriber's Insight Community.

12 Vanity Domain Names

For Subscribers that do not delegate administration of the Insight Community's domain name to VCCI, as set out in the Order, the following terms apply:

- A. Such Subscribers are responsible for:
 - i. Managing the assignment of such domain to any replacement Insight Community setup in response to a disaster; and
 - ii. Monitoring the domain name and associated Insight Community to identify any issues with the linking of the domain name to the Insight Community.
- B. Uptime commitments as provided by VCCI will be limited to the Solution itself and measured against the uptime of a generic domain name managed by VCCI.

13 Suppliers and Sub-processors

Suppliers and Sub-processors are central to the provision of VCCI's Solution and services. VCCI shall maintain appropriate legal agreements with all Suppliers and Sub-processors to ensure compliance with the obligations laid out within this schedule and shall be responsible for its Suppliers' and Sub-processors' compliance with the terms of this Schedule. VCCI shall maintain an up-to-date list of Suppliers and Sub-processors at <https://www.visioncritical.com/trust/legal/>. Subscribers may register to receive automated notifications of updates to the list of Suppliers and Sub-processors.

14 Delivery of Solution Services

- A. The following functions for the Solution are delivered primarily from Canada but also through other VCCI operating countries (identified in section 15(A) below):
 - i. System Administration
 - ii. Development
 - iii. Trouble shooting and defect analysis

- iv. Logging and monitoring
- B. VCCI utilizes Suppliers and Sub-processors, to deliver the Solution to the market. Such Suppliers and Sub-processors are set out in the list accessed via the link referenced in Section 13 above, and provide services including but not limited to:
 - i. Data centre colocation hosting;
 - ii. Cloud infrastructure and data hosting;
 - iii. Cloud Backup storage and hosting;
 - iv. Secure Backup tape transport and offsite hosting;
 - v. Image hosting and processing;
 - vi. Processing of aggregated, anonymized data; and
 - vii. Support ticketing.

15 Delivery of Support Services

VCCI corporate entities may be considered sub-processors under certain regulations.

- A. The following VCCI entities are involved in providing Technical Support and Participant Support (which includes member support and incentives support) Services, that is answering technical support questions raised by Subscriber and/or Participants:
 - i. VCCI Australia
 - ii. VCCI Canada
 - iii. VCCI UK
 - iv. VCCI USA
 - v. VCCI Germany
- B. The following VCCI entities are involved in providing account management and other Subscriber related support services.
 - i. VCCI Australia
 - ii. VCCI Canada
 - iii. VCCI France
 - iv. VCCI Germany
 - v. VCCI Singapore
 - vi. VCCI South Africa
 - vii. VCCI UK
 - viii. VCCI USA

If purchased by Subscriber as set out in an Order, where technically feasible VCCI may limit the locations from which it provides Technical Support and/or Participant Support Services for the Solution to key geographic regions requested by Subscriber, in exchange for reduced support hours.

Any changes to the above will be listed at <https://www.visioncritical.com/trust/legal/>. Subscribers may register to receive automated notifications of updates to the list of suppliers and sub-processors

16 Support Access

VCCI may access Subscriber's Insight Community for the purposes of providing support provided such access is logged and limited to authorized VCCI staff only.

17 Removed

18 Opt-in, Delivery and Unsubscribe

VCCI will provide the following email compliance and deliverability functionality within the Solution to assist Subscriber in complying with spam and other privacy regulation, and to ensure that emails deployed from the Solution can be authenticated by ISPs:

- A. Confirmed Opt-in – Participants are required to create an account and then confirm their subscription via an email delivered unique link before being added to the Insight Community. Note that this functionality only exists for direct Participant account creation, and Subscriber is responsible for obtaining the express, affirmative consent of individuals who are uploaded into the Solution by Subscriber.
- B. Delivery - All email deployed from the Solution will be authenticated using Sender Policy Framework (SPF) and where available Domain Keys Identified Mail (DKIM).
- C. Unsubscribe – All emails deployed from the Solution contain an unsubscribe link which remains functional for at least sixty (60) days from the date an email is deployed provided the Subscriber maintains a valid Subscription to the Solution. Participants may also unsubscribe via the Participant portal.

19 Privacy Notice and Participant Rights

- A. VCCI shall not draft any legal documents, including but not limited to, any privacy policy for Subscriber. Subscriber shall be solely responsible for drafting and providing its relevant privacy policies to Participants within the Insight Community.
- B. VCCI maintains privacy policies to govern its own internal practices with regard to the secure and legal processing of personal information. Such policies address consent, collection limitation, data quality, limitation of use, disclosure, retention, transfers, data subject rights, and security as required by Applicable Privacy Regulation with regard to the processing of personal information. Applicable Privacy Regulation includes, but is not limited to:
 - i. The Personal Information Protection and Electronic Documents Act (PIPEDA) of Canada;
 - ii. Laws implementing Directive 95/46/EC;
 - iii. The Federal Privacy Act 1988 of Australia; and
 - iv. The Personal Data Protection Act 2012 of Singapore.
- C. VCCI will provide to Participants the ability to:
 - i. Directly request an unsubscribe via a VCCI designated email address;
 - ii. Request details on personal information held about the Participant;
 - iii. Request corrections to personal information held about the Participant;

- iv. Request deletion of personal information held about the Participant; and
- v. Submit a complaint about the manner in which their personal information is being processed.

Any such request will receive an initial response acknowledging receipt within two (2) business days without notice to Subscriber. Unless otherwise set out in an Order, VCCI shall process such requests without notification to Subscriber. Where handling of such requests by VCCI is not set out in an Order, VCCI shall notify Subscriber and provide commercially reasonable support to Subscriber in their performance of Subscriber's privacy obligations;

- D. VCCI will not disclose Participant data to any third party without Subscriber's written permission. Third parties disclosed in the Master Subscription Agreement and this Data Protection Schedule, including through the mechanisms provided in Section 13, shall be deemed as having received Subscriber's prior written permission;
- E. VCCI will not make use of Participants' data for its own purposes with exception of generating metrics on Solution performance, for system monitoring or in a manner that is not identifiable of the Participants or the Subscriber. For the purposes of this clause, aggregate and anonymized Participant Data is not considered Subscriber Data; and
- F. VCCI will retain logs containing personal information such as email addresses and IP addresses as well as actions taken on the Solution (but not of data provided) for security and monitoring purposes. VCCI will not use such logs or any other data to track Participants across third party web sites or VCCI owned web sites with the exception of the Solution itself.

20 Data Deletion and Data Anonymization

- A. Upon termination of the Agreement, VCCI will permit Subscriber thirty (30) days to export Subscriber Data from the Solution. Following such thirty day period, VCCI will have no responsibility to retain any Subscriber Data and will thereafter permanently delete all Subscriber Data stored within the Solution. Subscriber Data Backups shall be securely deleted or overwritten no more than ninety (90) days thereafter.
- B. Upon request and if available, VCCI will provide Subscriber with the ability to designate specific fields within a survey as PII that should be overwritten after a Subscriber specified period of time has passed. Only fields associated with Participants that have unsubscribed themselves or otherwise had their account set to an inactive status will be overwritten after the Subscriber's specified period of time has elapsed. For clarity, the Participant's record will be considered anonymized by the Solution when the fields specified by the Subscriber are overwritten such that they no longer contain identifying data; additionally the Solution will overwrite the Participant's email address, user ID, name and telephone number. Once overwritten the original data is retained as a Backup for a maximum of ninety (90) days thereafter.
- C. Notwithstanding the preceding statements, VCCI does not purge security and performance log data on Subscription termination, such data is eventually overwritten from our central logging system over time. Logs do not contain Participant-provided data although do contain email address and IP address information.

21 Audit and Audit Rights

- A. On an annual basis and at its own cost VCCI will receive an independent audit of its security and privacy capabilities by a qualified professional of VCCI's own choosing. Upon request VCCI shall provide the resulting attestation report to Subscriber;
- B. Upon Subscriber's request, VCCI will provide a commercially reasonable timeline for addressing any material defects;
- C. VCCI shall provide Subscriber the right to perform a security and privacy audit under the following circumstances:
 - i. the attestation report referenced in (A) above is unavailable and VCCI cannot provide a commercially reasonable timeline for when the report will be made available;
 - ii. the attestation report referenced in (A) above indicates material deficiencies in VCCI's controls that VCCI has not provided a remediation timeline for per (B) above;
 - iii. Subscriber is a regulated entity and is required by law to perform its own audits of suppliers;
 - iv. Subscriber is required by a regulator or other body having supervisory authority over Subscriber to undertake an audit with the intention of validating Subscriber's compliance with relevant law or regulation; or
 - v. VCCI has reported a Security Breach to Subscriber within the preceding three months.
- D. If Subscriber is to undertake an audit as outlined in (C), such an audit shall be performed:
 - i. no more than once per subscription year unless otherwise required by a regulator or other supervisory body as described in (C.iii) and (C.iv) or in response to a Security Breach as described in (C.v);
 - ii. upon at least ten (10) business days advance written notice to VCCI. Such notice must include a clear scope statement and any evidence or other resources required by Subscriber;
 - iii. at Subscriber's sole expense;
 - iv. during VCCI's normal business hours; and
 - v. over the course of no more than two (2) business days.
- E. For clarity, any Subscriber provided Security Questionnaire will be considered an invocation of audit rights which can be satisfied with an independent audit report as provided in (A) above. VCCI may, at its own choosing, provide one of the following in lieu of a Subscriber's Security Questionnaire:
 - i. A completed Standard Information Gathering (SIG) questionnaire provided by Share Assessments and The Santa Fe Group; or
 - ii. A completed Cloud Controls Matrix (CCM) as provided by the Cloud Security Alliance (CSA) matrix.
- F. VCCI may reasonably defer any such requests for an audit, provided VCCI offers an alternative date within six (6) weeks of the originally requested date period, if one of following conditions occurs:
 - i. Another Subscriber is currently conducting an audit; or
 - ii. VCCI's own independent auditor is currently conducting their audit.
- G. VCCI will provide support for Subscriber audits at its own cost, not including travel expenses, provided the required effort does not exceed two (2) business days per subscription year. Any additional effort required to support Subscriber's requirements may incur additional charges to Subscriber at VCCI's standard rates for such services. No additional costs will be accrued without prior agreement.

22 Security Testing

- A. VCCI will conduct an annual Penetration Test of the Solution using an external provider determined in VCCI's sole discretion. Once identified Security Defects are remediated, VCCI will arrange for same external provider to provide confirmation thereof;
- B. VCCI will conduct monthly Security Scans of the Solution;
- C. Upon request by Subscriber, VCCI will provide evidence that such Penetration Testing and Security Scanning has been performed;
- D. Once per subscription year and with at least ten (10) business days of notice, Subscriber or its agent, may perform its own Penetration Testing against an Insight Community provided by VCCI, not the Subscriber's Insight Community unless agreed in writing with VCCI. Subscriber agrees to forego this right if VCCI, in its sole discretion, offers an equivalently scoped report that it is no more than twelve (12) months old;
- E. Notwithstanding the preceding limitations of Penetration Testing frequency, additional testing to confirm that issues previously reported have been remediated are not limited in frequency;
- F. Once per month, a Subscriber or its agent, may perform Security Scanning against its own Insight Community once their methodology has been reviewed and approved by VCCI;
- G. Such annual Penetration Testing or Security Scanning by the Subscriber does not invoke Subscriber's annual audit rights as provided in section 21 above;
- H. VCCI may reasonably withhold approval for Penetration Testing or Security Scanning if there is reason to believe that the methodology the Subscriber or its agent will use disrupts the performance, availability or integrity of the Solution;
- I. If Penetration Testing or Security Scanning by Subscriber or its agent disrupts the performance, availability or integrity of the Solution then VCCI may direct Subscriber to immediately stop or cause to be stopped all Penetration Testing or Security Scanning activity until such time VCCI is satisfied as to the reason for disruption being addressed;
- J. If Subscriber elects for its agent to perform Penetration Testing and Security Scanning then the agent must enter into a non-disclosure agreement with VCCI as well as agree to be liable for damages caused by its negligence or wilful misconduct. If Subscriber's agent is unable to enter into an agreement with VCCI then Subscriber will agree to take responsibility for agent's actions and compliance with the terms of this Data Protection Schedule;
- K. Subscriber will provide all information reasonably requested by VCCI on the nature of their Penetration Testing and Security Scanning activities prior to commencing their work. Such information includes but is not limited to: source IP addresses, contact information, employee or agent names, times of testing;
- L. Subscriber or its agents will comply with VCCI's guidance on performing Penetration Testing and Security Scanning and in return VCCI will furnish Subscriber with the necessary access to perform such Penetration Testing and Security Scanning;
- M. If Subscriber requires that identified Security Defects be remediated, Subscriber or its agent must provide in writing the full details of the Security Defect such that VCCI may independently assess, replicate and verify the existence of the Security Defect; and
- N. Within ten (10) business days of VCCI confirming the existence of the reported Security Defects VCCI will provide, upon request, a remediation plan in accordance with the timelines in Section 23 of this schedule.

23 Security Defect Remediation

- A. VCCI uses industry standard scoring techniques, such as Common Weakness Scoring System (CWSS) and Common Vulnerability Scoring System (CVSS), for evaluating the severity of any identified security defect. VCCI utilizes version 1 of CWSS and version 2 of CVSS but may, at its own discretion, replace them with equivalent scoring techniques.
- B. VCCI will score a security defect using the aforementioned techniques and categorize defects by impact as follows:

Common impact name	CVSS	CWSS
Critical	9.0 to 10.0	90 to 100
High	7.0 to 8.9	70 to 89
Medium	4.0 to 6.9	40 to 69
Low	0.0 to 3.9	0 to 39

- C. VCCI will remediate Security Defects in our Solution using the following schedule once the reported Security Defect is confirmed:

Common impact name	Timing
Critical	Seven (7) days
High	Fourteen (14) days
Medium	sixty (60) days
Low	one hundred and twenty (120) days

- D. VCCI, at its own discretion, may implement a temporary solution to the Security Defect to achieve the timelines listed above. Such temporary solutions may include temporarily disabling or altering specific functionality, while working to implement a permanent solution to the Security Defect. Should VCCI choose to temporarily disable or alter functionality to address a Security Defect, Subscriber will not treat such actions as a reduction in service;
- E. VCCI may reasonably defer remediation of a reported security defect for the following reasons:
- The Security Defect is reported too late in the current release cycle to safely include relative to our change management practices;
 - A planned change or fix within will address the Security Defect in a reasonable time frame;
- or
- All available resources are already working on a Security Defect of a greater impact.
- F. VCCI may reasonably decline to remediate a Security Defect if the security defect provides no reasonable path for gaining access to Subscriber data or VCCI systems.

24 Security Breaches

- A. In the event of a Security Breach, VCCI shall:
- Take immediate and appropriate action to contain and mitigate the impact of the Security Breach;
 - Conduct an investigation into the cause of the Security Breach;

- iii. Promptly notify Subscriber of the Security Breach including any available details about the cause and impact of such Security Breach. Where required by law VCCI will inform the appropriate regulators after notifying the Subscriber;
 - iv. Collect and preserve any information related to the cause, remediation efforts, data affected, and impact of the Security Breach;
 - v. Upon request, provide Subscriber access to collected information, provided such information does not contain information of other Subscribers. VCCI may reasonably withhold such information that it cannot reasonably redact other Subscriber's information from;
 - vi. Reasonably cooperate with Subscriber's request for assistance by providing notification to affected individuals; and
 - vii. For clarity, a respondent disclosing the contents of an Insight Community that they have been provided authorized access to, is not a Security Breach.
- B. Notwithstanding the preceding, and unless otherwise restricted by law, VCCI may reasonably (i) decline cooperation and information sharing if Security Breach was caused by Subscriber actions; or (ii) defer cooperation and information sharing if all available resources are occupied in dealing with the Security Breach.
- C. Any of the above assistance which is provided by VCCI will be limited to one of the following, whichever occurs first: (a) a maximum cost of 25% of the Subscriber's annual subscription fee; (b) five (5) business days of effort; or (c) two (2) months have elapsed since the original notification of a Security Breach.

25 Subscriber Responsibilities

- A. Subscriber is responsible for and will establish its own procedures to help ensure:
- i. Access to the Solution is based on user organization-defined job responsibilities.
 - ii. Periodic user account review and maintenance is performed of Subscriber's administrative access to the Solution;
 - iii. Periodic review of provided audit logs in the Solution, where available;
 - iv. Subscriber employees receive adequate guidance on choosing strong passwords;
 - v. The available security features in the Subscriber's Insight Community are used as required when designing surveys;
 - vi. Publication of privacy policy to the Subscriber's Insight Community;
 - vii. VCCI's role as a data processor is clear;
 - viii. Adherence to its user organization privacy policy in establishing, maintaining and interacting with Subscriber's community;
 - ix. Adherence to its user organization privacy policy in processing respondent data or when requesting VCCI process data;
 - x. Subscriber's own systems are protected from unauthorized access;
 - xi. Employees and agents of the Subscriber that have access to the Subscriber's Insight Community are educated on Subscriber's security and privacy practices;
 - xii. In the event the user organization encounters a Security Breach or a privacy issue involving VCCI or the Solution it will be promptly reported to VCCI via VCCI's technical support;

- xiii. Physical and logical access restrictions in Subscriber's offices to exported data and reports should be established, monitored, reviewed and authorized by the Subscriber's organization;
- xiv. Where the subscription to the Solution is terminated, the Subscriber must inform VCCI in writing and promptly extract any required data from the Insight Community before it is shut down and data deleted;
- xv. VCCI is informed of relevant personnel changes in user organization or agents working on Subscriber's behalf;
- xvi. Requests for user access are authorized internally;
- xvii. The customization features, which includes scripting, is used by Subscriber's employees safely in a manner that meets Subscriber's security policies; and
- xviii. Participants are appropriately selected and covered by any necessary confidentiality terms.

B. Subscriber shall not:

- i. Use the Solution to store banking account numbers, credit card data, social insurance numbers or equivalent government identifiers;
- ii. Use the Solution to send unsolicited email; nor
- iii. Knowingly direct VCCI to process or otherwise handle data in a manner that violates its obligations to Subscriber or any applicable laws.

26 Customer Success Services

Where Subscriber purchases additional support services from VCCI, Subscriber is solely responsible for directing any assigned Account Manager as to the proper handling of their data and for compliance with their privacy policies. Subscriber must request Account Manager provide written confirmation as to directions provided by Subscriber. Account Manager will reasonably comply with requests provided they do not incur additional costs, unreasonable efforts or violate VCCI policies and applicable laws.

27 Notice of Changes

From time to time VCCI may update its security and privacy practices:

- A. Any material changes will be posted on www.visioncritical.com/trust/legal/;
- B. In the event Subscriber determines any such material change(s) are not acceptable to them, Subscriber may terminate their agreement with VCCI as per its terms; and
- C. Notification of all such material changes will be provided, at a minimum, thirty (30) days prior to the material changes coming into effect unless otherwise specified elsewhere in this schedule.