



## MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is between **THEO SERVICES NETHERLANDS B.V.** (Company No: 96592141) with registered address Stekkenbergweg 4, 1105AJ Amsterdam ("Theo Services"), a member of the Colt group of companies (Colt Group Holdings Limited, Colt House, 20 Great Eastern Street, EC2A 3EH, United Kingdom, registered in England and Wales, under company number 11530966. Corporate and contact information for the Colt Group entities can be found at <https://www.colt.net/legal/colt-group-of-companies>); and **[CUSTOMER]**, (ID: xxxx), with registered address \_\_\_\_\_ ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from Theo Services.

**1. Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service Term (as defined in Section 3 below), unless earlier terminated in accordance with the Agreement ("Term").

**2. Service.** Theo Services will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). Additional Service Attachments may be added by Amendment or by Customer placing an Order.

**3. Order(s).** Customer may submit requests for Service in a form designated by Theo Services ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by Theo Services on 30 days' written notice. Theo Services will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which Theo Services will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by Theo Services' continuation of Service. For moves, adds or changes agreed to by Theo Services, Customer will pay Theo Services' then current charges unless otherwise specifically stated in a Service Attachment.

**4. Cancellation and Termination Charges.** Unless otherwise set forth in a Service Attachment:

**(a)** Customer may cancel an Order (or portion of an Order) prior to the delivery of a Connection Notice upon written notice to Theo Services identifying the affected Order and Service. If Customer does so, Customer will pay Theo Services a cancellation charge equal to the sum of: (1) for "Off-Net" Service, third party termination charges for the cancelled Service; (2) for "On-Net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) Theo Services' out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery. "Off-Net" is defined as local access circuits not provided on the network owned and operated by Theo Services and its affiliates. "On-Net" is defined as local access circuits provided on the network owned and operated by Theo Services and its affiliates.

**(b)** Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to Theo Services. If Customer does so, or if Service is terminated by Theo Services as the result of Customer's default, Customer will pay Theo Services a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement. The charges in this Section represent Theo Services' reasonable liquidated damages and are not a penalty if Services are terminated by Theo Services as a result of Customer's default.

**5. Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption Theo Services will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third party local access services are required for the Services, Customer will: (1) provide Theo Services with circuit facility and firm order commitment information and design layout records to enable cross-connects to Theo Services Service(s) (provided by Theo Services subject to applicable charges), (2) cooperate with Theo Services (including changing demarcation points and/or equipment and providing necessary LOA's) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide Theo Services a written disconnection firm order commitment from the relevant third party provider. Theo Services may re-provision any local access circuits from one Off-Net provider to another or to the Theo Services owned and operated network (On-Net), and such changes will be treated as scheduled maintenance.

**6. Service Levels.**

**(a)** Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If Theo Services does not meet a Service Level, Theo Services will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request. Theo Services' maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 5 and force majeure events, unless otherwise defined in a Service Attachment.

**(b)** Unless otherwise set forth in a Service Attachment, to request a credit, Customer must submit a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies



## MASTER SERVICE AGREEMENT

for any non-performance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

**7. Right of Termination for Installation Delay.** Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if Theo Services' installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Theo Services, provided such written notice is delivered prior to Theo Services delivering a Connection Notice for the affected Service. This Section will not apply where Theo Services is constructing facilities to a new location not previously served by Theo Services.

### 8. Default; Suspension.

(a) If (a) Customer fails to make any payment when due and such failure continues for five business days after Theo Services' written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 9.1 (Damages Limitations) and 6 (Service Levels), pursue any remedies it may have at law or in equity.

(b) **Suspension.** If Theo Services is entitled to terminate this Agreement and/or any Order, Theo Services may, without prejudice to its right to terminate this Agreement or any Order, suspend, in whole or in part, Customer's Service(s) until the failure or default is cured. Customer will be liable for all charges in respect of the suspended Service during any period of suspension.

### 9. Liabilities and Disclaimers.

#### 9.1 Damages Limitations.

(a) Nothing in this Agreement will be construed as limiting the liability of either party for: (i) personal injury or death resulting from the negligence of a party or its employees; or (ii) liability of either party which cannot be excluded by law.

(b) Neither party will be liable for any loss (whether direct or indirect) of profits, revenues, goodwill, anticipated savings, business or data, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order and regardless of whether the claim is brought for breach of contract, negligence, breach of statutory duty or otherwise.

(c) Subject to 9.1(a) and (b), unless set out otherwise in a Service Attachment, Theo Services' total aggregate liability in respect of any and all claims, losses or damages during the Term of the Agreement, whether arising from tort (including negligence), breach of contract, breach of warranty or otherwise under or in connection with this Agreement will not exceed 100% of charges paid or payable by Customer pursuant to this Agreement during the 12 month period immediately prior to accrual of the first claim.

**9.2 Disclaimer of Warranties.** THEO SERVICES MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

### 10. Billing and Payment.

**10.1 Commencement of Billing.** Unless otherwise set forth in a Service Attachment, Theo Services will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies Theo Services within three days after delivery of the Connection Notice that Service is not functioning properly, Theo Services will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If Theo Services cannot complete installation due to Customer delay or inaction, Theo Services may begin charging Customer for the Service, and Customer will pay such charges.

**10.2 Payment of Invoices and Disputes.** Invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to Theo Services must be made in the currency stated on the invoice and via the payment method designated by Theo Services. Theo Services may charge administrative fees where Customer's payment and invoice preferences deviate from Theo Services' standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Theo Services may charge Customer reasonable attorneys' fees and any third-party collection costs Theo Services incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Theo Services determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after Theo Services provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

**10.3 Taxes and Fees.** Customer is responsible for all taxes and fees arising in any jurisdiction imposed on Customer, Theo Services, or a Theo Services affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges),

along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). This does not include taxes based on Theo Services' net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Theo Services, then Customer must increase the gross amount payable so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Theo Services will not be less than Theo Services would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present Theo Services with an exemption certificate that eliminates Theo Services' obligation to pay certain Taxes and Fees. The exemption will apply prospectively.

**10.4 Credit Approval and Deposits.** Customer will provide Theo Services with credit information as requested. Theo Services may require Customer to make a deposit as a condition of Theo Services' acceptance of any Order or continuation of: (a) usage-based Services; or (b) non-usage based Service where Customer fails to timely pay Theo Services or Theo Services reasonably determines that Customer has had an adverse change in financial condition. Deposits will not exceed two months' estimated charges for Service and are due upon Theo Services' written request. When Service is discontinued, the deposit will be credited to Customer's account and the balance refunded.

**10.5 Regulatory and Legal Changes.** If changes in applicable law, regulation, rule, or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after Theo Services' notice requesting renegotiation, Theo Services may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If Theo Services does so, Customer may terminate the affected Service on notice to Theo Services delivered within 30 days of the cost increase taking effect.

**10.6 Sanctions.** If any type of economic, trade or other governmental or transnational sanction applies to the performance of Theo Services' obligations under this Agreement or to Customer's use or permitted resale of a Service, Theo Services may immediately terminate the affected Service without liability, upon written notice to Customer.

**11. Customer Premises; Title to Equipment.** If access to non-Theo Services facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of Theo Services network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to Theo Services-provided equipment (including software) remains with Theo Services. Customer will not create or permit to be created any encumbrances on Theo Services-provided equipment.

**12. Acceptable Use Policy.** Customer must comply with the Theo Services Acceptable Use Policy ("AUP"), which is available at <https://www.colt.net/legal/terms-and-conditions/>. Theo Services may reasonably modify this policy to ensure compliance with applicable laws and regulations and to protect Theo Services' network and customers.

**13. Data Protection.** The terms of the attached Data Protection Addendum will apply to the processing of Personal Data under this Agreement and Theo Services and Customer will each comply with the requirements of the Data Protection Addendum in performing its obligations under this Agreement.

**14. International Services.** For Services provided in other countries, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Theo Services affiliate that provides the local Service(s). Such Theo Services affiliate will invoice Customer or its local affiliate for the respective local Service(s).

## 15. General Terms.

**15.1 Force Majeure.** Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

**15.2 Assignment and Resale.** Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). Customer will indemnify, defend and hold Theo Services and its affiliates harmless from any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit, or remedy.

**15.3 Affiliates.** Theo Services may use a Theo Services affiliate or a third party to provide Service to Customer, but Theo Services will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.



## MASTER SERVICE AGREEMENT

**15.4 Notices.** Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service (in the US) or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to Theo Services via Customer's portal at <https://controlcenter.colt.net/login> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Theo Services via Customer's portal at <https://controlcenter.colt.net/login> or via Email at: [emeabilling@colt.net](mailto:emeabilling@colt.net). Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Theo Services at: 260-266 Goswell Road, London, EC1V 7EB; and [EMEA.Legal@colt.net](mailto:EMEA.Legal@colt.net) Attn.: General Counsel; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Theo Services' records, Attn. General Counsel.

**15.5 Confidentiality.** Neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the confidential information received from the other party. Confidential information will not include Customer Data as may be described in a Service Attachment. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary, in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained in this Agreement.

**15.6 Intellectual Property Ownership; Use of Name and Marks.** Nothing in the Agreement or the performance of it will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

**15.7 Governing Law; Amendment.** This Agreement will be governed and construed in accordance with the laws of The Netherlands and the jurisdiction of the Dutch Courts. Each party will comply with all applicable laws, rules and regulations associated respectively with Theo Services' delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. Theo Services is not subject to any obligations that are not explicitly identified in this Agreement. Any other terms that the Customer seeks to impose or incorporate, whether through handwritten mention on any component of the Agreement or through any terms and conditions contained in Customer purchase order are hereby excluded. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) under this Agreement will constitute a waiver of such right(s). In the event of any conflict between this Agreement, and any Service Schedule, Service Exhibit, Statement of Work and/or Customer Order, the order of precedence is: (i) the Service Schedule; (ii) the Service Exhibit; (iii) this Agreement; (iv) the Statement of Work; and (v) the Customer Order.

**15.8 Relationship and Counterparts.** The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

### THEO SERVICES NETHERLANDS B.V.

### CUSTOMER

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Authorized Signature

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Authorized Signature

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Name Typed or Printed

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Name Typed or Printed

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Title

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Title

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Date

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Date



## MASTER SERVICE AGREEMENT

### DATA PROTECTION ADDENDUM

**1. Applicability.** This Data Protection Addendum ("DPA") forms part of and is subject to the governing services agreement ("Agreement") between Customer and Theo Services and is applicable to the provision of certain Services of Theo Services. In the event of a conflict between the Agreement and this DPA, the terms of this DPA will control.

**2. Definitions.** In this DPA, the following definitions apply:

"Controller" "Processor" "Data Subjects" "Personal Data" "Personal Data Breach" and "Processing" will have the meanings ascribed to them in the GDPR.

"Data Protection Laws" means the provisions of applicable laws regulating the use and processing of Personal Data, as may be defined in such provisions, including (a) the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR"), (b) the Electronic Communications Data Protection Directive 2002/58/EC, (c) the Privacy and Electronic Communications Directive 2002 as amended and (d) all other applicable laws and regulations relating to processing of personal data.

"Services" means the Theo Services Processing Services to be provided to Customer under the Agreement.

**3. Compliance with Data Protection Laws.** Each party is an independent Controller with respect to Personal Data collected from the other which is necessary for administering its business relationship with the other (e.g. name, address, email address). Customer is a Controller (or effectively the Controller to Theo Services as Processor/subprocessor) with respect to Personal Data Processed by Theo Services. Theo Services is a Controller with respect to billing, utilization, usage patterns/counts/statistics, traffic data and other business and operational information, to the extent it is Personal Data, and a Theo Services Privacy Notice applicable to the foregoing can be found at <https://www.colt.net/legal/data-privacy/#privacy>. Each party will comply at all times with its Controller obligations under Data Protection Laws with respect to any Personal Data processed under the Agreement, including providing individuals with notice, required consents and ensuring a valid legal basis of processing.

#### **4. Data Processing.**

**(A)** Theo Services acknowledges that it is a Processor on behalf of the Customer when providing Services and performing its related obligations (including incident resolution, support or consultancy services). The subject matter, duration, and nature of the processing are described in the applicable Service Exhibits. Further details of the processing for Theo Services' services can be found in its Privacy Data Sheets which are available upon request.

**(B)** In so far as Theo Services processes Personal Data on behalf of Customer as a Processor, Theo Services will (and will procure that Theo Services affiliates will):

- (i) Process Personal Data only in accordance with the Customer's documented instructions, including as set out in the Agreement and this DPA and ensure that Theo Services personnel process Personal Data only on such instructions of the Customer, unless processing is required by EU or member state law to which Theo Services is subject, in which case Theo Services will, to the extent permitted by such law, inform Customer of that legal requirement before processing that Personal Data;
- (ii) Restrict the disclosure and processing of Personal Data to the extent necessary to provide the Services, or as otherwise permitted under the Agreement and this DPA, or by Customer in writing, and disclose Personal Data only on a need to know basis in connection with the Services to those who have committed themselves to confidentiality, or as required by applicable law;
- (iii) Taking into account the state of the art, 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, implement and maintain appropriate technical and organizational measures designed to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing and ensure a level of security appropriate to the risk presented by the processing;
- (iv) Ensure that only those personnel who need to have access to Personal Data are granted access to it, and that such access is granted only for the proper provision of the Services; and
- (v) If and to the extent Theo Services retains a copy of any Personal Data, not retain that Personal Data for longer than is necessary to perform the Services and at Customer's option, securely destroy or return such Personal Data, except where required to retain the Personal Data by law or regulation. The parties agree that Theo Services will not actively process such Personal Data and will be bound by the provisions of this DPA in respect of any such retained Personal Data. Theo Services will delete such data promptly after it ceases to be obliged to retain it and will only process it to the extent required to comply with applicable laws.

#### **5. Subprocessing.**

**(A)** Prior to disclosing any Personal Data to any subprocessor, Theo Services will ensure that it has undertaken appropriate due diligence with respect to such subprocessor, and will ensure the subprocessor enters into a written agreement on terms which provide that the subprocessor has equivalent obligations to those set out in this DPA. Theo Services will remain fully liable to Customer for

any breach of such obligations by the subprocessor. The Customer generally authorizes Theo Services to appoint subprocessors in accordance with the terms of this DPA and the Agreement.

**(B)** Theo Services will maintain an up to date list of its subprocessors which is available upon request, and Theo Services will inform Customer with details of any intended change in subprocessors at least 30 days prior to any such change. The Customer may object to Theo Services' appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds. In such event, Theo Services will either not appoint or replace the subprocessor or, if this is not possible, the Customer may terminate the applicable Service (without prejudice to any fees incurred by the Customer prior to termination).

## **6. Cooperation.**

**(A)** Theo Services will, in so far as is possible, promptly notify Customer of any inquiry, complaint notice or other communication it receives from any supervisory authority, or from any Data Subject relating to the Services (including any requests to access, correct, delete, block or restrict access to their Personal Data or receive a machine-readable copy thereof) and, insofar as is possible and to the extent technically feasible, assist Customer with Customer's obligation to respond to any notification or Data Subject rights request in accordance with the timeframes set out in the Data Protection Laws.

**(B)** If Customer reasonably believes that Theo Services' processing of Personal Data is likely to result in a high risk to the data protection rights and freedoms of Data Subjects, Theo Services will, on request from Customer, assist Customer in connection with any data protection impact assessment and prior consultation, that may be required under Data Protection Laws, taking into account the nature of the processing and the information available to Theo Services. This assistance from Theo Services may be subject to additional, mutually agreed fees and terms.

**7. Breach Reporting.** Theo Services will notify Customer without undue delay on becoming aware of any Personal Data Breach involving Personal Data Processed on behalf of Customer using the Services, and thereafter co-operate with Customer and provide assistance as may be reasonably required by Customer in the investigation, remediation and mitigation of such breach. Theo Services will provide reasonable assistance to Customer with respect to any breach reporting obligations Customer may have, and provide additional information relating to such breach as Customer may reasonably require. The parties will agree in advance and in writing on any material remediation responsibilities and costs that exceed Theo Services' standard incident response process.

**8. Audits.** Theo Services will maintain all information necessary to demonstrate compliance with its obligations identified in this DPA and a written record of all processing of Personal Data on behalf of Customer and, upon reasonable request grant Customer and its auditors and agents a right of access to and to take copies of records relating to compliance and all processing of such Personal Data on behalf of Customer in order to assess whether Theo Services has complied with its obligations in respect of the processing of Personal Data. Upon reasonable notice, Theo Services will allow Customer to, or where applicable, will cooperate with Customer and Theo Services' third-party providers to arrange for access to premises and other materials and personnel and will provide reasonable assistance in order to assist Customer in exercising its audit rights under this clause provided that: (i) such access will occur at a mutually agreeable time and the scope of the visit will be mutually agreed upon; (ii) such access will not unreasonably interfere with Theo Services' operations; and (iii) access to Theo Services premises, documentation and systems will be subject to Theo Services' reasonable access requirements and security policies.

**9. Transfers.** Theo Services will not transfer any Personal Data outside the EEA except to the extent authorized by Customer and in accordance with this paragraph. At the date of this DPA Customer authorizes Theo Services to transfer Personal Data outside the EEA, including to the United States, for the specific purpose of providing Services and performing its obligations under the Agreement. Such transfer will be subject to the Standard Contractual Clauses (in the form adopted by decision 2010/87/EU of 5 February 2010).

**10. Future Amendments.** The parties may amend this DPA at any time during the term of the Agreement by written agreement if necessary to comply with any legal requirement or guidance from a supervisory authority, or if required to take account of any changes to the processing of Personal Data pursuant to the Agreement.

**TECHNICAL AND ORGANIZATIONAL MEASURES FOR SECURITY (TOMS)  
FOR THEO SERVICES SYSTEMS HOUSING PERSONAL DATA**

As used in this TOMS, “Personal Data” means any information relating to an identified or identifiable person, as defined in the European Union General Data Protection Regulation, that is stored, transmitted, or otherwise processed by Theo Services. Theo Services has implemented the data security measures described in this description of Technical and Organizational Measures for Security (TOMS) for Theo Services Systems Housing Personal Data and will maintain them, or equally secure measures indefinitely. These measures generally apply to Theo Services’ information globally, whether stored on a Theo Services server or hosted by a Theo Services vendor, and to all Theo Services employees and contractors and third parties who handle Personal Data. These measures have been implemented by Theo Services to protect, directly or indirectly, the confidentiality, integrity and availability of Personal Data.

**1. COMPLIANCE WITH LAW, AUDIT REPORT**

Theo Services has adopted and implemented a corporate information security program as described below, which is subject to reasonable changes by Theo Services from time to time. Theo Services has completed an American Institute of Certified Public Accountants (AICPA) sanctioned Type II audit report (SSAE18/ISAE3402 SOC 1 or SOC 2) for certain facilities/services and will continue to conduct such audits pursuant to a currently sanctioned or successor standard.

**2. INFORMATION SECURITY PROGRAM**

Theo Services has implemented an information security program (the “Program”) that includes reasonable measures designed to: (1) secure the confidentiality and integrity of Personal Data; (2) protect against foreseeable threats to the security or integrity of Personal Data; (3) protect against unauthorized access to, disclosure of or unauthorized use of Personal Data; and (4) provide that Theo Services employees are aware of the need to maintain the confidentiality, integrity and security of Personal Data. Theo Services will limit access to Personal Data to only those employees, agents, contractors or service providers of Theo Services who need the information to carry out the purposes for which Personal Data was provided to Theo Services.

The Theo Services Program is modelled on the ISO 27001:2013-based *Information Security Management System* (“ISMS”), which establishes the guidelines and general principles used for establishing, implementing, operating, monitoring, reviewing, maintaining and improving protections for Theo Services information and Personal Data. The Theo Services Program, in alignment with the ISMS, is designed to select adequate and proportionate security controls to protect information and provides general guidance on the commonly accepted goals of information security management and standard practices for controls in the following areas of information security management:

- Security policy
- Organization of information security
- Asset management
- Human resources security
- Physical and environmental security
- Communications and operations management
- Communications security
- Access control
- Information systems acquisition, development, and maintenance
- Information security incident management
- Business continuity management
- Compliance
- Cryptography
- Supplier relationships

Theo Services has also implemented a formal information security policy and supporting methods and procedures, technical standards, and processes to reinforce the importance of information security throughout the organization (“Information Security Policy”). The Information Security Policy is in alignment with ISO 27002:2013 and is approved by the Chief Security Officer. The Information Security Policy outlines the requirements to maintain reasonable security for Confidential Information, including Personal Data. Employees, contractors and third parties with access to systems containing Personal Data are required to complete annual security awareness training.

**3. SPECIFIC SECURITY CONTROLS**

Theo Services’ security controls include:

- Logical access controls to manage access to Personal Data on a least privilege and need-to-know basis, including through the use of defined authority levels and job functions, unique IDs and passwords, strong (i.e., two-factor) authentication for remote access systems (and elsewhere as appropriate), and promptly revoking or changing access in response to terminations or changes in job functions.
- Password controls to manage and control password complexity and expiration. Any password controlling access to the Theo Services infrastructure must be of a minimum length and complexity.

- Operational procedures and controls to securely configure and maintain technology and information systems according to prescribed internal standards.
- Network security controls, including the use of firewalls, layered DMZs, and updated intrusion detection/prevention systems to help protect systems from intrusion and/or limit the scope or success of any attack or attempt at unauthorized access.
- Vulnerability management procedures and technologies to identify, assess, mitigate and protect against new and existing security vulnerabilities and threats, including viruses, bots, and other malicious code.
- Approved anti-malware software is installed on Theo Services equipment capable of running it where the risk of infection is high. It is configured to prevent users disabling the software where possible or altering its configuration without authorization. Periodic evaluations are performed to confirm whether systems continue to require (or not) antivirus software.
- Change management procedures outlining that modifications to Theo Services technology and information assets are tested, approved, recorded, and monitored.
- Organizational management designed to ensure the proper development and maintenance of information security and technology policies, procedures and standards.
- Disposal procedures for different types and classifications of information which are documented and communicated to personnel. Employees have access to secure shredders for hardcopy. Electronic media are disposed of through certified disposal vendors.
- Pre-employment screening and background checks are conducted on incoming personnel in accordance with Theo Services Human Resource on-boarding practices and applicable local law. The checks are dependent on, amongst other things: the role, location, any custom requirements, and can include identity, drug, criminal, academic and credit checks.
- Annual security awareness training is required for Theo Services employees and contractors working on Theo Services premises. The training reflects current threats and encourages security best practices, access to and knowledge of *Information Security Policy* and procedures such as how to report an incident. Employees in particular positions receive supplementary security training. If a training or testing issue arises (e.g., internal phishing exercises), further guidance is provided. Theo Services conducts a continuous program of phishing tests to reinforce the requirement for awareness and good email and browsing habits and to assess the effectiveness of security awareness training. The company intranet and email system are used to disseminate flash announcements on security matters as appropriate.
- Regarding Physical Security:
  - The Physical Security Team has global responsibility for all physical security operations; with security systems, access administration, and security controls within all Theo Services-owned facilities. Third-party data centers are utilized for certain services and, in such cases, certain physical security and other controls are reviewed by Theo Services.
  - The Physical Security Team is responsible for controlling data center access, monitoring security alarms and managing all reported physical security-related events.
  - Closed Circuit Television (CCTV) is commonly deployed as a physical security control in high value facilities to deter, detect and identify intruders. The Physical Security Operations Center (PSOC) provides global, 24/7 support with remote monitoring, management, administration and maintenance of the CCTV video surveillance systems used throughout Theo Services.
  - The Physical Security Team supports the distribution of all Theo Services access badges and administration of access permissions within the access control system.

#### 4. SECURITY INCIDENTS AND RESPONSE.

For purposes hereof, "Security Incident" means any unlawful or unauthorized access, theft, or use of Personal Data while being stored, transmitted or otherwise processed by Theo Services. In the event Theo Services determines that a Security Incident has impacted Personal Data, Theo Services will promptly take the following actions:

- If appropriate, notify affected parties of such Security Incident and provide periodic updates as appropriate given the nature of the Security Incident and as information becomes available;
- Take reasonable steps to remediate and mitigate the Security Incident, to the extent such steps are technically feasible and appropriate in the circumstances;
- Conduct a preliminary investigation into the Security Incident to determine, to the extent reasonably feasible, its root cause; and
- Reasonably cooperate with affected parties and law enforcement in their efforts to remediate or mitigate the Security Incident and to comply with applicable law and legal authorities, as necessary.