



ISLAND PUBLIC SECTOR SUBSCRIPTION TERMS

Last Updated: July 9, 2025 (v.1)

Introduction

The Island Subscription Terms below govern Customer's access to and use of Island's Services. If you have any questions about the Island Enterprise Browser or the Island Subscription Terms, please contact us at: Legal@island.io.

Assent to the Island Subscription Terms

The Island Subscription Terms (this "**Agreement**") are by and between the public sector customer entity listed on an Order ("**Customer**") and Island Technology, Inc., a Delaware corporation having its principal place of business at 3501 Olympus Blvd, Suite 350, Dallas, Texas 75019 ("**Island**") (each, a "**Party**" and collectively, the "**Parties**").

The Parties hereby agree to the terms of this Agreement, which shall form a binding contract between them and be effective on the earliest of (i) Customer's access to or use of the Island Services, or (ii) where the Agreement is linked or referenced in an Order, on the date of last signature to such Order. This Agreement does not have to be signed in order to be effective (unless prohibited by law), and shall govern the relationship of the Parties unless another valid agreement has been entered into by the Parties. If Customer does not agree to the terms of this Agreement or cannot otherwise comply with the Agreement, Customer shall not assent to the Agreement or access or use the Island Services.

Partner Purchases

If Customer has purchased the Island Services from a partner, reseller or distributor authorized by Island ("**Partner**"), to the extent there is any conflict between this Agreement and the agreement entered between Customer and such Partner, including any purchase order ("**Partner Order Form**"), then, as between Customer and Island, this Agreement shall prevail (unless prohibited by law or regulation). Any rights granted to Customer in such Partner Order Form, which are not contained in this Agreement, apply only as between Customer and such Partner, and Island shall have only those obligations set forth herein. Accordingly, Customer must seek redress or realization or enforcement of such rights solely from such Partner, and not Island.

Evaluations

If you are using the Island Services as a proof of value, proof of concept or for evaluation purposes, the Island Services are provided "AS IS" without warranty of any kind and in accordance with the terms of Section 12.1 (*Evaluations*) below.

ISLAND SUBSCRIPTION TERMS

1. Subscription.

- 1.1 Subject to the terms and conditions of this Agreement, Island hereby grants Customer and, to the extent provided in the applicable Order, its Affiliates (as defined herein) a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right and license to install, remotely access (i.e. on a SaaS basis) and/or use (as the case may be) the applicable Island proprietary software product(s) (the "**Software**") during the applicable Subscription Term (as defined herein), solely for Customer's business purposes and not for the benefit of any third party. Unless otherwise indicated, the term "**Software**" also includes any Documentation provided or made available to Customer in connection with the operation of the Software. Customer may only use the Software strictly in accordance with this Agreement and the Documentation, subject to the use limitations reflected in the applicable Order and applicable laws and regulations. Each Order is hereby incorporated into this Agreement by reference. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and an Order, this Agreement shall prevail, unless an Order specifically states otherwise (or unless applicable law or regulation provides for a different order of preference). The Software and any related services provided to Customer and detailed in an Order shall be referred as the "**Services**".
- 1.2 For the purpose of this Agreement, "**Order**" means either (i) an order document issued by Island and agreed to by Customer for the provision of the applicable Services pursuant to this Agreement; (ii) if approved and accepted by Island in writing, a purchase order delivered by Customer provided that such purchase order incorporates by reference all of the terms and conditions reflected in this Agreement; or (iii) a Partner Order Form.

- 1.3 **“Documentation”** means Island’s user guides, manuals, instructions, coding comments and other end user documentation for the applicable Service available on the online help feature of the Services, as may be updated by Island from time to time, including without limitation the materials available at island.io/support.
- 1.4 Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Services, and for ensuring their compatibility with the Services. Island may modify or update the Services at any time, in its discretion. All updates provided to Island’s customers generally shall also be made available to Customer. After the effective date of such update, Island shall bear no obligation to run, provide or support legacy versions of the Services. Island shall provide on-boarding support and customer service, and ensure product uptime, in each case, as further detailed in the applicable Order.
2. **Permitted Users.**
 - 2.1 The Services may be accessed solely by Customer’s employees, consultants or other personnel acting on behalf of Customer, who are explicitly authorized by Customer to access and use the Software (each, a **“Permitted User”**) under an Order or Partner Order Form, subject to the limitations set forth herein and in the Order or Partner Order Form, as applicable. Customer shall immediately report any unauthorized access or use of the Services to Island. In order to access the Software, Customer and/or its Permitted Users may be required to set up an administrative account with Island (**“Account”**).
 - 2.2 Customer will ensure that the Permitted Users comply with the terms of this Agreement at all times; and shall be fully responsible and liable for any breach of this Agreement by a Permitted User. Customer shall be further responsible and liable for all activities of the Permitted Users and all activities that occur under or in its Account.
3. **Subscription Ordering.**
 - 3.1 **Direct Orders.** If Customer has licensed the Services directly from Island, this Section 3.1 (*Direct Orders*) shall apply. Unless otherwise specified in the respective Order: (i) the Services are conditioned on Customer’s payment in full of the applicable fees set forth in such Order; (ii) Customer will pay all amounts due hereunder in U.S. Dollars; (iii) all amounts invoiced hereunder are due and payable at such times as are set forth on the Order, or if no such date is provided, within thirty (30) days of the date of the applicable invoice; and (iv) all fees and other amounts paid hereunder are non-cancellable and non-refundable, except as otherwise provided herein (or prohibited by law or regulation).
 - 3.2 **Partner Orders.** If Customer has licensed the Services via a Partner, this Section 3.2 (*Partner Orders*) shall apply. The Services are subject to the full payment of the applicable fees as set forth in the applicable Partner Order Form. All payments by Customer shall be made directly to Partner, as agreed between Customer and Partner.
4. **Prohibited Uses.**
 - 4.1 Except as specifically permitted herein, without the prior written consent of Island, Customer shall not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Software (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer’s rights under this Agreement with any third party; (iii) disclose the results of any testing or benchmarking of the Software to any third party; (iv) disassemble, decompile, reverse engineer or attempt to discover the Software’s source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms); (v) use the Software for any use in competition with the Island Services; (vi) use the Software in a manner that violates or infringes any rights of any third party; (vii) remove or alter any trademarks or other proprietary notices related to the Software; (viii) circumvent, disable or otherwise interfere with security-related features of the Software or features that enforce use limitations; (ix) export, make available or use the Software in any manner prohibited by applicable laws; (x) store or transmit any malicious code or other unlawful material in connection with the Software; or (xi) create any service, software, documentation or data that is competitive with, substantially similar or confusingly similar to any aspect of the Services.
 - 4.2 Notwithstanding anything to the contrary herein, Island may, in its sole discretion, immediately revoke the grant of rights contemplated in Section 1.1 if Customer breaches the restrictions in this Section or creates other security or legal concerns. Customer hereby agrees that Island will be entitled, in addition to any other remedies available to it at law or in equity, to injunctive relief to prevent the breach or threatened breach of Customer’s obligations under this Section, without any requirement to demonstrate irreparable harm or post a bond.
5. **Mutual Warranties.** Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) any individual assenting to this Agreement on its behalf is authorized to do so; and (iii) the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

6. **Customer Data Warranties.** Customer represents and warrants that (i) it owns, or has acquired the express license and written authority to use, all of the Customer Data as contemplated herein; (ii) the Customer Data and the receipt, collection, use and provision thereof shall not infringe or violate any third party rights, including without limitation any intellectual property, privacy and publicity rights; (iii) the Customer Data was received, collected, used and provided to Island in compliance with all applicable laws, rules and regulations and self-regulatory guidelines and requirements, including without limitation laws on privacy and data security, unsolicited messaging, unfair or deceptive practices, or United States trade or export restrictions; and (iv) it has obtained all necessary consents, approvals or other authorizations or permissions for, and has complied with its posted privacy policies and all third-party terms and conditions or privacy policies in connection with its receipt, use and/or provision of the Customer Data hereunder and that none of the Customer Data contains any personally identifiable information or persistent identifiers from individuals under the age of 13.
7. **Additional Customer Warranties.** Customer further represents and warrants that (i) it has implemented or contractually required and industry-standard security measures to help protect the security and integrity of, and prevent, unauthorized access to the Services, Customer Data or Island systems; (ii) it will not disrupt, disable, erase, alter, harm, damage, interfere with or otherwise impair in any manner the Services; (iii) in the event of any security breach or unauthorized access to any Services, Customer Data or Island systems, Customer will immediately investigate such breach and notify Island, and, unless otherwise informed by Island, take all corrective action necessary to remedy such breach, and perform such remediation (with all consumer notifications to be undertaken by Island), all at Customer's cost; and (iv) Customer will comply with all applicable laws and not violate or infringe upon any third party intellectual property, privacy or publicity rights.
8. **Intellectual Property Rights.**
 - 8.1 The Software is not for sale and is Island's sole property. All right, title, and interest in and to the Software and all related Documentation, source code, tools, scripts, processes, techniques, methodologies, inventions, know-how, concepts, formatting, arrangements, visual attributes, ideas, database rights, copyrights, patents, trade secrets, and other intellectual property, and all derivatives, enhancements, modifications and improvements thereof, are and shall remain owned solely by Island or its licensors. This Agreement does not convey to Customer any interest in or to the Software other than a limited right to use the Software in accordance herewith. Nothing herein constitutes a waiver of Island's intellectual property rights under any law.
 - 8.2 The Software is a "commercial product" as that term is defined at 48 C.F.R. 2.101; consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in Federal Acquisition Regulation 12.212. Consistent with Federal Acquisition Regulation 12.212 and Defense Federal Acquisition Regulation Supplement 227.7202-1 through 227.7202-4, Customers acquire access to the Software and any other software and documentation with only those rights set forth herein. To the extent any additional derivative works, modules, or similar are developed to supplement the Software at the expense of the Customer, the rights to those derivative works are governed by the terms and conditions in the Order.
 - 8.3 Any anonymized or aggregated information which is derived from Customer Data or the use of the Software and the Services (e.g., metadata, aggregated, statistics or analytics information, intelligence relating to the operation, support or Customer's use thereof) ("**Analytics Information**") may be used by Island for its business purposes, including without limitation providing the Software and the Services and the development and improvement thereof, and/or for the creation of metrics or analytics (unless prohibited by law or regulation). Island owns all right, title and interest in and to Analytics Information.
9. **Third Party Components.** The Software may use or include third party open-source software, files, libraries or components that may be distributed to Customer and are subject to third party open-source license terms, which can be provided upon request.
10. **Confidentiality.** Each Party may have access to certain non-public information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving Party's obligations under this Section, with respect to any Confidential Information of the disclosing Party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving Party at the time of disclosure by the disclosing Party; (b) was disclosed to the receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving Party has become, generally available to the public; or (d) was independently developed by the receiving Party without access to, use of, or reliance on, the disclosing Party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement ("**Permitted Use**"). The receiving Party shall only permit access to the disclosing Party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving Party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving Party at least as restrictive as the terms set forth herein; in any event, the receiving Party shall remain liable for any acts or omissions of such persons. The receiving Party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that, to the extent permitted by applicable law, it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing Party in connection therewith, at the disclosing Party's cost. Except as otherwise set forth herein, all right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

11. Customer Data.

- 11.1 As between the Parties, Customer is, and shall be, the sole and exclusive owner of all data and information inputted or uploaded to the Service by or on behalf of Customer or otherwise integrated with the Software via an API, or data belonging to Customer's applications within the environment in which the Software is made available ("**Customer Data**"). Customer hereby grants Island and its affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Island's subcontractors, if applicable), non-transferable right and license, to access and use the Customer Data for Island's provision of the Services and the creation of Analytics Information.
- 11.2 If Customer Data contains personally identifiable information, to the extent applicable, the Parties shall comply with Island's Data Processing Agreement ("**DPA**"), which is available at www.island.io/legal/DataProcessingAgreement, and forms an integral part of this Agreement.

12. Additional Service Terms.

- 12.1 **Evaluations.** If Customer is using the Services for a fee-free trial, proof of value, proof of concept, evaluation, one-time assessment, or other similar purpose ("**Evaluation**"), such Evaluation is granted for a limited period of sixty (60) days, unless Island agrees to an extension and in each case solely for the purpose of evaluating and testing the Island Services to determine whether to purchase a subscription for Customer's internal use. Island may terminate Customer's access to and use of any Evaluation at any time. Evaluations are provided "as is" without guaranteed support levels, indemnification, or warranty of any kind, whether express, implied, statutory, or otherwise. Notwithstanding Section 14 (*Limitation of Liability*) or any other provision of this Agreement, Island's maximum aggregate liability under any Evaluation shall be capped at five thousand dollars US (\$5,000 US). If Customer is receiving a fee-free trial, then Island is offering the trial free of charge and without expectation of payment from the Customer. Island hereby expressly waives any future claims for payment from the Customer in connection with the fee-free trial. By accepting a fee-free trial, the Customer acknowledges and agrees that the acceptance and use of the fee-free trial does not create any organizational conflict of interest or other limitation that would preclude Island for competing for any future award.
- 12.2 **Preview Features.** From time to time, Island may make beta, pilot, or early access features, services or functionality available to Customer on a beta-testing basis ("**Preview Feature(s)**") to try at no charge. Island makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise regarding Preview Features, and Island shall have no liability of any kind arising out of or in connection with Preview Features. Service level agreements otherwise agreed with Customer shall not apply to Preview Features. Customer may choose to try Preview Features in its sole discretion, and Island, in its sole discretion, may (a) discontinue Preview Features at any time, and/or (b) elect not to make Preview Features generally available.
- 12.3 **Customer Integrations.** The Services may provide Customer with the ability to integrate certain functionalities of the Services with applications or services separately provided to Customer by third parties ("**Third Party Services**") via API integrations built by either Island or the Third Party Service provider ("**Third Party Integrations**"). Customer's use of such Third Party Integrations is optional and Customer shall be required to take the steps set forth in the Documentation to enable a Third Party Integration. Customer acknowledges and agrees that: (a) the use of Third Party Services are subject to the terms and conditions agreed between Customer and each such Third Party Service provider; (b) Customer may be required to grant Island access to its Third Party Service account and/or to grant the Third Party Service provider access to its Island account; and (c) Customer Data may be transferred between Island and the Third Party Service provider as required and authorized by Customer for the interoperability with the Services. Since Island does not provide such Third Party Services, Island cannot guarantee the continued availability of such Third Party Integration and may cease supporting them at any time, including if the relevant Third Party Service provider ceases to make its application or service available for integration with the Services or changes the way it does so in a way that is not reasonably acceptable to Island. To the maximum extent permitted by law but without derogating from Island's obligations under this Agreement, Island shall not bear and expressly disclaims all responsibility or liability of any kind relating to such Third Party Integrations, including, without limitation, for any disclosure of, access to or other processing of Customer Data by Third Party Service providers.
- 12.4 **AI Features.** From time to time, Island may make available certain functionalities that allow Customer to utilize artificial intelligence, machine learning, or similar technologies through the Services in connection with the Services' processing of Customer Data (the "**AI Features**"). Customer's use of such AI Features is optional, and Customer bears the responsibility to ensure any use of AI Features is permitted under applicable law or regulation. If Customer elects to use AI Features, Customer Data will not be used to train or improve third-party foundation models without Customer's prior written consent. Customer or its Permitted Users may provide input, including Customer Data, for use with the AI Features ("**AI Input**") and receive output generated and returned by the AI Features based on the AI Input ("**AI Output**"). Other Island customers providing similar AI Input to the AI Features may receive the same or similar AI Output. Customer acknowledges and agrees that Customer is responsible for reviewing and validating AI Output for its needs and technical environment before electing to use AI Output. Customer agrees to comply with any applicable AI Feature restrictions described in the Documentation. Notwithstanding anything to the contrary herein or otherwise, Island does not represent or warrant that the AI Output will be accurate, complete, error-free, or fit for a particular purpose.

13. LIMITED WARRANTIES.

- 13.1 Island represents and warrants that, under normal authorized use, the Software shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Island's sole liability for breach of this warranty, Island shall use commercially reasonable efforts to repair the Software. The warranty set forth herein shall not apply if the failure of the Software results from or is otherwise attributable to Customer or its Permitted User's acts or omissions in violation of this Agreement. Island shall not be liable for any inaccuracy in the Service's output and/or delay and/or unavailability of the Services, caused due to (a) failure of Customer's internet access or any public telecommunications network, or shortage of adequate power, (b) any incompatibility between the Customer's systems and the Services and/or (c) maintenance within the Customer's systems affecting the operation of the Services.

13.2 OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, ITS RELATED SERVICES AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ISLAND DOES NOT WARRANT THAT: (i) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SERVICES WILL OPERATE ERROR-FREE. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, ISLAND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON- INFRINGEMENT, NON-INTERFERENCE AND FITNESS FOR A PARTICULAR PURPOSE. ISLAND WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR HOSTING SERVICES. ISLAND SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER, AND SUCH WARRANTIES AND REPRESENTATIONS ARE THE SOLE RESPONSIBILITY OF SUCH PARTNER.

14. LIMITATION OF LIABILITY.

14.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

14.2 EXCEPT FOR ANY DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM LIABILITY FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO ISLAND BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM (THE "GENERAL LIABILITY CAP").

14.3 NOTWITHSTANDING THE FOREGOING, IN THE CASE OF PROTECTED INFORMATION CLAIMS (DEFINED BELOW), ISLAND'S AND ITS AFFILIATES' MAXIMUM LIABILITY TO CUSTOMER AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED TWO TIMES (2X) THE GENERAL LIABILITY CAP ("EXPANDED LIABILITY CAP"). "PROTECTED INFORMATION CLAIMS" MEANS ANY DAMAGES ARISING FROM ISLAND'S BREACH OF SECTION 10 (CONFIDENTIALITY) OR SECTION 11 (CUSTOMER DATA).

14.4 THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO ISLAND UNDER THIS AGREEMENT.

15. Indemnification

15.1 Indemnification by Island.

15.1.1 Island agrees to defend, indemnify and hold harmless, Customer, with respect to any third party action or suit brought against Customer alleging that the Software, when used as permitted under this Agreement and each respective Order (as the case may be), infringes intellectual property rights of a third party ("IP Infringement Claim").

15.1.2 If the Software becomes, or in Island's opinion is likely to become, the subject of an IP Infringement Claim that is not subject to the Infringement Exclusions, then Island may, at its sole discretion: (a) procure for Customer the right to continue using the Software; (b) replace or modify the Software to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Island's reasonable efforts, then Island may terminate all effected Orders and Island (or the applicable Partner, if applicable) shall also provide a refund for any amount pre-paid by Customer for such returned Software for the remaining unused period of the license.

15.1.3 Notwithstanding the foregoing, Island shall have no liability or obligation hereunder with respect to any IP Infringement Claim arising directly or indirectly from (a) the use of the Software in combination with products, services, software, data or systems not provided by Island; (b) any modification or unauthorized use of the Software or any breach of this Agreement by Customer; (c) any Customer Data or Customer systems; (d) instructions or directions provided by or on behalf of Customer; (e) any open-source software or other third party materials; or (f) the failure to use corrections provided by Island (collectively, "Infringement Exclusions").

15.1.4 This Section 15 states Island's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim. Island shall not be responsible for any delay or disruption to Customer's use of the Services, including any damages stemming therefrom, caused by an IP Infringement Claim falling under this Section.

15.1.5 Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the United States Federal Government pursuant to its jurisdictional statute 28 U.S.C. §516.

15.2 **Indemnification Procedures.** The Party seeking indemnification shall promptly notify the indemnifying Party of any claim for which it seeks indemnification; provided, however, that any delay in providing notification shall not impact the indemnifying Party's indemnification obligations, unless the indemnifying Party is materially impacted thereby. The indemnifying Party shall have sole control over the defense of a claim, provided that the indemnified Party may participate in the defense, at its cost. All settlements of indemnification claims require the consent of the indemnified Party; provided, however, that Island may settle indemnification claims pursuant to this Section 15 without the prior consent of Customer unless the settlement includes any admission, obligation or liability on behalf of Customer.

16. Term.

16.1 An Order (as the case may be) commences on the effective date specified therein (or if no effective date is specified, then upon execution) (the "Effective Date") and continues for the initial subscription term specified therein (the "Initial Subscription Term"). This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect until all Orders expire or are terminated (the "Term").

17. Termination.

- 17.1 Island may terminate Customer's rights to use the Software in accordance with Federal Acquisition Regulation 52.233-1 (Disputes) (or similar agency Disputes clause incorporated into the Order or Partner Order Form), the Contract Disputes Act, or applicable state law.
18. **Customer Reference.** Unless otherwise set forth in the Order, Island shall not use Customer's name or logo to identify Customer as a customer of Island or user of the Software, on Island's web site, marketing materials or otherwise, absent Customer's prior written consent.
19. **Miscellaneous.**
- 19.1 This Agreement, including any Order(s) and/or any Partner Order Form and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, may be amended only by a written agreement executed by both Parties and supersedes and replaces all prior and contemporaneous oral or written understandings, agreements and statements by the Parties with respect to such subject matter, including prior non-disclosure agreements or evaluation agreements. Without limiting the generality of the foregoing, this Agreement supersedes any terms or conditions (whether printed, hyperlinked, or otherwise) in any Customer's purchase order or other standardized business forms, which purport to supersede, modify or supplement this Agreement. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable.
- 19.2 This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party.
- 19.3 Island will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond its reasonable control.
- 19.4 Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing (email is acceptable) and delivered to the addresses set forth on the Order for each Party and shall be deemed to have been delivered upon the date of delivery. Island may send operational emails including but not limited to: billing emails, account activity emails, and service updates. These are required to provide the Services.
- 19.5 For Federal Customers, any taxes or surcharges which Island seeks to pass along to the Federal Customer will be governed by the terms of the underlying Order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Order.
- 19.6 From time to time, Island may unilaterally modify immaterial terms of this Agreement consistent with General Services Acquisition Manual 552.212-4(w)(1)(iv), unless, with respect to state, local, or education entities, those unilateral modifications are prohibited by state law. Unless otherwise specified by Island, changes become effective for Customer upon renewal of the then-current Subscription Term or upon the effective date of a new Order after the updated version of this Agreement goes into effect. Island will use reasonable efforts to notify Customer of the changes through communications via Customer's account, email or other means. Material modifications to this Agreement will be made by mutual agreement.
- 19.7 Island reserves the right to audit Customer's compliance with this Agreement. Any discrepancies found in an audit may result in a charge to the Customer. Any charge will be invoiced consistent with the terms of the Order or Partner Order Form. Island will conduct the audit at its own expense, and any disputes concerning the result of the audit will be resolved consistent with Federal Acquisition Regulation 52.233-1 (Disputes) (or similar agency Disputes clause incorporated into the Order or Partner Order Form), the Contract Disputes Act, or applicable state law.
- 19.8 As it relates to Federal Customers, the Agreement and any disputes arising out of or related thereto shall be governed by U.S. Federal Law. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal Law is hereby deleted and superseded by the forum or venue required by applicable Law. If Island believes a Federal Customer is in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Law while continuing performance as set forth in Federal Acquisition Regulation 52.233-1 (Disputes) (or other applicable Disputes provision incorporated into the Agreement).
- 19.9 As it relates to State, Local, or Education entities, the Agreement and any disputes arising out of or related thereto shall be governed by the laws of the state pursuant to which Customer is created, or else the state in which Customer's primary headquarters or main office is geographically located. With respect to all disputes arising out of or related to the Agreement, the Parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.

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DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of the Master Subscription Agreement or Subscription Terms to which you and Island (as defined below) are a party (the “**Terms**”). You acknowledge that you, on behalf of the entity which has agreed to the Terms with Island (as defined below) (the “**Organization**”) (collectively, “**You**”, “**Your**”, “**Customer**”, or “**Data Controller**”) have read and understood and agree to comply with this DPA, and are entering into a binding legal agreement with Island (“**Us**”, “**We**”, “**Service Provider**” or “**Data Processor**”) to reflect the Parties’ agreement with regard to the Processing of Personal Data (as such terms are defined below). Both parties shall be referred to as the “**Parties**” and each, a “**Party**”.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

WHEREAS, Island shall provide the services set forth in the Terms (collectively, the “**Services**”) for Customer, as described in the Terms; and

WHEREAS, The Parties wish to set forth the arrangements concerning the processing of Personal Data (as defined below) within the context of the Services and agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

1. INTERPRETATION AND DEFINITIONS

1.1 The headings contained in this DPA are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this DPA. References to clauses or sections are references to the clauses or sections of this DPA unless otherwise stated. Words used in the singular include the plural and vice versa, as the context may require. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Terms. Definitions:

- (a) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- (b) “**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to the applicable Data Protection Laws, and (b) is permitted to use the Services pursuant to the Terms between Customer and Island, but has not signed its own agreement with Island and is not a “**Customer**” as defined under the Terms.
- (c) “**CCPA**” means the California Consumer Privacy Act of 2018 (as amended by the California Privacy Rights Act of 2020), Cal. Civ. Code § 1798.100 et. Seq., and its implementing regulations. To the extent that the CCPA is applicable, the definition of “**Personal Data**” includes “**Personal Information**”; the definition of “**Data Subject**” includes “**Consumer**”; the definition of “**Controller**” includes “**Business**”; and the definition of “**Processor**” includes “**Service Provider**”, all as defined under the CCPA.
- (d) “**Controller**” or “**Data Controller**” means the entity which determines the purposes and means of the Processing of Personal Data. For the purposes of this DPA only, and except where indicated otherwise, the term “**Data Controller**” shall include yourself, the Organization and/or the Organization’s Authorized Affiliates.
- (e) “**Customer Personal Data**” means any Personal Data which is provided to and Processed by Island solely on behalf of Customer in order to provide the Services under the Terms. Customer Personal Data does not include Personal Data that Island Processes as a Controller separately from its Processing obligations to Customer under the Terms.
- (f) “**Data Protection Laws**” means all laws and regulations of the European Union, the EEA and their Member States, Switzerland, the United Kingdom, and the United States, each to the extent applicable to the Processing of Personal Data under the Agreement.
- (g) “**Data Subject**” means the identified or identifiable person to whom the Personal Data relates.
- (h) “**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

- (i) “**Island**” means the relevant Island entity, Island Technology, Inc., Island Technology, Ltd. and Island Technology (UK) Limited, which is a party to the Terms with the Customer.
- (j) “**Island Group**” means Island and its Affiliates engaged in the Processing of Personal Data.
- (k) “**Member State**” means a country that belongs to the European Union and/or the European Economic Area.
- (l) “**Personal Data**” means any information relating to an identified or identifiable natural person or household; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, as defined under Data Protection Laws and/or under the CCPA, as applicable.
- (m) “**Process(ing)**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (n) “**Processor**” or “**Data Processor**” means the entity which Processes Personal Data on behalf of the Controller.
- (o) “**Security Documentation**” means the Security Documentation applicable to the specific Services purchased by Customer published at legal.island.io, as updated from time to time.
- (p) “**Sensitive Data**” means Personal Data that is protected under a special legislation and requires unique treatment, such as “special categories of data”, “sensitive data” or other materially similar terms under applicable Data Protection Laws.
- (q) “**Sub-processor**” means any Processor engaged by Island and/or Island Affiliate.
- (r) “**Supervisory Authority**” means an independent public authority which is established by an EU Member State pursuant to the GDPR.
- (s) “**EU Standard Contractual Clauses**” or “**EU SCCs**” means the standard contractual clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
- (t) “**UK GDPR**” means the Data Protection Act 2018, as well as the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).
- (u) “**UK Standard Contractual Clauses**” or “**UK SCCs**” means the standard contractual clauses for the transfer of Personal Data to Data processors established in third countries which do not ensure an adequate level of protection as set out by the ICO, as available [here](#), as updated, amended, replaced or superseded from time to time by the ICO.
- (v) “**Swiss Standard Contractual Clauses**” or “**Swiss SCCs**” means the standard contractual clauses for the transfer of Personal Data to Data processors established in third countries which do not ensure an adequate level of protection as set out by the Swiss Federal Data Protection and Information Commissioner (FDPIC), as available [here](#), as updated, amended, replaced or superseded from time to time by the FDPIC.
- (w) “**Union**” means the European Union.

2. PROCESSING OF PERSONAL DATA

- 2.1 Application. As used in clauses 2 – 8 herein, Customer Personal Data refers to Customer Personal Data that is subject to Data Protection Laws.
- 2.2 Roles of the Parties. The Parties acknowledge and agree that with regard to the Processing of Customer Personal Data under this DPA, (i) Customer is the Data Controller or Data Processor, (ii) Island is the Data Processor or sub-processor, depending on the context and that (iii) Island or members of the Island Group may engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below.
- 2.3 Customer’s Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and comply at all times with the obligations applicable to data controllers (including, without limitation, Article 24 of the GDPR). For the avoidance of doubt, Customer’s instructions for the Processing of Customer Personal Data shall comply with Data Protection Laws. Customer shall have sole responsibility for the means by which Customer acquired

Personal Data. Without limitation, Customer shall comply with any and all transparency-related obligations (including, without limitation, displaying any and all relevant and required privacy notices or policies) and shall at all times have any and all required ongoing legal bases in order to collect, Process and transfer to Island the Customer Personal Data and to authorize the Processing by Island of the Customer Personal Data which is authorized in this DPA. Customer shall defend, hold harmless and indemnify Island, its Affiliates and subsidiaries (including without limitation their directors, officers, agents, subcontractors and/or employees) from and against any liability of any kind related to any breach, violation or infringement by Customer and/or its authorized users of any Data Protection Laws and/or this DPA and/or this Section.

2.4 Island's Processing of Personal Data.

2.4.1 Subject to the Terms, Island shall Process Customer Personal Data only (i) in accordance with Customer's documented instructions as necessary for the performance of the Services and for the performance of the Terms and this DPA, (ii) to comply with Customer's reasonable and documented instructions, where such instructions are consistent with the terms of the Terms and this DPA, regarding the manner in which the Processing is to be performed; (iii) to share Personal Data with, or receive Personal Data from, third parties in accordance with Customer's instructions and/or pursuant to Customer's use of the Services (e.g. integrations between Island's Services and any services provided by third parties as configured by or on behalf of Customer); (iv) to render Customer Personal Data anonymous, thus excluding it from the definition of Personal Data; (v) as required by Union or Member State law or any other applicable law to which Island and its Affiliates are subject, in which case, Island shall, to the extent possible, inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The duration of the Processing, the nature and purposes of the Processing, as well as the types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in **Schedule 1** (Details of the Processing) to this DPA.

2.4.2 To the extent that Island or its Affiliates cannot comply with a request (including, without limitation, any instruction, direction, code of conduct, certification, or change of any kind) from Customer relating to the Processing of Customer Personal Data or where Island considers such a request to be unlawful, (i) Island shall inform Customer, providing relevant details of the problem (but not legal advice), (ii) Island may, without any kind of liability towards Customer, temporarily cease all Processing of the affected Customer Personal Data (other than securely storing those data), and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, Island may, as its sole remedy, terminate the Terms and this DPA with respect to the affected Processing, and Customer shall pay to Island all the amounts owed to Island or due before the date of termination. Customer will have no further claims against Island (including, without limitation, requesting refunds for Services) due to the termination of the Terms and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below).

2.4.3 Island will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of Island, to the extent that such is a result of Customer's instructions.

2.4.4 The Parties agree that the Services are not intended for the Processing of Sensitive Data, and that if the Customer wishes to use the Services to Process Sensitive Data, it must first obtain Island's explicit prior written consent and enter into any additional agreements as may be required by Island.

2.4.5 To the extent the Processing of Customer Personal Data by Island is subject to Israeli privacy laws, the terms of the Israeli Privacy Addendum published at legal.island.io shall be incorporated into this DPA by reference.

3. **RIGHTS OF DATA SUBJECTS.** If Island receives a request from a Data Subject to exercise its rights under Data Protection Laws ("**Data Subject Request**"), Island shall, to the extent legally permitted, promptly notify and forward such Data Subject Request to Customer. Taking into account the nature of the Processing, Island shall use commercially reasonable efforts to assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from Island provision of such assistance.

4. **ISLAND PERSONNEL**

4.1 Confidentiality. Island shall grant access to the Customer Personal Data to persons under its authority (including, without limitation, its personnel) only on a need to know basis and ensure that such persons

engaged in the Processing of Customer Personal Data have committed themselves to confidentiality.

- 4.2 Island may disclose and Process the Customer Personal Data (a) as permitted hereunder (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by applicable laws or applicable Data Protection Laws (in such a case, Island shall inform the Customer of the legal requirement before the disclosure, unless that law prohibits such information on important grounds of public interest), or (c) on a “need-to-know” basis under an obligation of confidentiality to legal counsel(s), data protection advisor(s), accountant(s), investors or potential acquirers.

5. AUTHORIZATION REGARDING SUB-PROCESSORS

- 5.1 General Authorization. Customer hereby grants general written authorization to Island to appoint Sub-processors to perform specific Processing activities on Customer Personal Data on its behalf. Island’s current list of Sub-processors is included at island.io/subprocessors (“**Sub-processor List**”) and is hereby approved by Customer.
- 5.2 New Sub-Processors. Island offers a mechanism for Customers to subscribe to notifications of any intended changes concerning the addition or replacement of existing Sub-processors. To subscribe, Customer shall send an email to privacy@island.io with the subject line SUBSCRIPTION TO SUB-PROCESSORS NOTIFICATION. Customer acknowledges that it shall subscribe to this mechanism upon entering this DPA and that the notifications sent through this mechanism fulfill the Processor’s obligations to notify Customer of the appointment of a new or replacement of an existing Sub-processor. Customer may reasonably object to Island’s use of a Sub-processor for reasons related to the GDPR by notifying Island promptly in writing within three (3) business days after receipt of Island’s notice and such written objection shall include the reasons related to the GDPR for objecting to Island’s use of such Sub-processor. Failure to object to such Sub-processor in writing within three (3) business days following Island’s notice shall be deemed as acceptance of the Sub-processor. In the event Customer reasonably objects to a Sub-processor, as permitted in the preceding sentences, Island will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer’s use of the Services to avoid Processing of Customer Personal Data by the objected-to Sub-processor without unreasonably burdening the Customer. If Island is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may, as a sole remedy, terminate the applicable Terms and this DPA with respect only to those Services which cannot be provided by Island without the use of the objected-to Sub-processor by providing written notice to Island provided that all amounts due under the Terms before the termination date with respect to the Processing at issue shall be duly paid to Island. Until a decision is made regarding the Sub-processor, Island may temporarily suspend the Processing of the affected Customer Personal Data. Customer will have no further claims against Island due to the termination of the Terms (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.
- 5.3 Island or a Island Group company has entered into a written agreement with each existing Sub-processor, and shall enter into a written agreement with each new Sub-processor, containing the same or materially similar data protection obligations as set out in this DPA, in particular obligations to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the GDPR. Where a Sub-processor fails to fulfil its data protection obligations concerning its Processing of Customer Personal Data, Island shall remain responsible to Customer for the performance of the Sub-processor’s obligations.

6. SECURITY

- 6.1 Controls for the Protection of Personal Data. Taking into account the state of the art, Island shall maintain all industry-standard technical and organizational measures required pursuant to Article 32 of the GDPR for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Documentation which are hereby approved by Customer. Upon the Customer’s request, Island will use commercially reasonable efforts to assist Customer, at Customer’s cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing, the state of the art, the costs of implementation, the scope, the context, the purposes of the Processing and the information available to Island.
- 6.2 Third-Party Certifications and Audits. Upon Customer’s written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Terms and this DPA, Island shall make available to Customer that is not a competitor of Island (or Customer’s independent, third-party auditor that is not a competitor of Island and that is subject to confidentiality undertakings that are to Island’s reasonable satisfaction) a copy or a summary of Island’s then most recent third-party audits or certifications, as applicable (provided, however, that such audits, certifications and the results therefrom, including the documents reflecting the outcome of the audit and/or the certifications, shall only be used by Customer to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Island’s prior written approval and, upon Island’s first request, Customer shall return all records or documentation in Customer’s possession or control provided by Island in the context of the

audit and/or the certification). At Customer's cost and expense, Island shall allow for and contribute to audits conducted by the controller or another auditor mandated by the controller (who is not a direct or indirect competitor of Island and that is subject to confidentiality undertakings that are to Island's reasonable satisfaction) provided that the parties shall agree on the scope, methodology, timing and conditions of such audits and inspections, such audits and inspections shall not be carried out more frequently than once in any 12 month period, shall be conducted during regular business hours, and Customer shall use all efforts to minimize disruption to Island's operations. Notwithstanding anything to the contrary, nothing in this DPA will require Island either to disclose to Customer (and/or its authorized auditors), or provide access to: (i) any data of any other customer of Island; (ii) Island's internal accounting or financial information; (iii) any trade secret of Island; or (iv) any information that, in Island's sole reasonable discretion, could compromise the security of any of Island's systems or premises or cause Island to breach obligations under any applicable law or its obligations to any third party.

7. TRANSFERS OF DATA

7.1 Transfers to countries that offer adequate level of data protection. Customer Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) (collectively, "EEA"), Switzerland and the United Kingdom ("UK"), to countries that offer an adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States the European Commission, Switzerland and/or the UK secretary of state as relevant ("**Adequacy Decisions**"), without any further safeguard being necessary.

7.2 Transfers to other countries. If the Processing of Customer Personal Data includes transfers from the EEA, Switzerland or the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision ("**Other Countries**"), the Parties shall comply with the below terms shall apply:

- a) With respect to the EU transfers of Customer Personal Data, Customer as a Data Exporter (as defined in the SCCs) and Island on behalf of itself and each Island Affiliate (as applicable) as a Data Importer (as defined in the SCCs) hereby enter into the Standard Contractual Clauses set out in Schedule 2. To the extent that there is any conflict or inconsistency between the terms of the Standard Contractual Clauses and the terms of this DPA, the terms of the Standard Contractual Clauses shall take precedence.
- b) With respect to the UK transfers of Customer Personal Data (from the UK to other countries which have not been subject to a relevant Adequacy Decision), Customer as a Data Exporter (as defined in the SCCs) and Island on behalf of itself and each Island Affiliate (as applicable) as a Data Importer (as defined in the SCCs), hereby enter into the UK Standard Contractual Clauses set out in Schedule 2. To the extent that there is any conflict or inconsistency between the terms of the UK SCC and the terms of this DPA, the terms of the UK SCC shall take precedence.
- c) With respect to Switzerland transfers of Customer Personal Data (from Switzerland to other countries which have not been subject to a relevant Adequacy Decision), Customer as a Data Exporter (as defined in the SCCs) and Island on behalf of itself and each Island Affiliate (as applicable) as a Data Importer (as defined in the SCCs), hereby enter into the Swiss Standard Contractual Clauses set out in Schedule 2. To the extent that there is any conflict or inconsistency between the terms of the Swiss SCC and the terms of this DPA, the terms of the Swiss SCC shall take precedence.
- d) The "Additional Safeguards" in Schedule 2 shall apply to any transfer of Customer Personal Data to Other Countries.

7.3 Third Party Integrations. In the event Customer enables Third Party Integrations (as defined in the Terms) which involve transfers of Customer Personal Data between Island and the Third Party Integration provider, Customer acknowledges and agrees that (a) such Third Party Integration providers are not Sub-Processors of Island; (b) such transfers are conducted at Customer's instruction in accordance with an agreement between the Customer and such Third Party Integration provider (which Island is not a party to); and (c) Customer shall be solely responsible for such transfers and their compliance with Data Protection Laws, including without limitation, executing Standard Contractual Clauses with such Third Party Integration providers as required.

8. **CCPA.** To the extent that the Customer Personal Data is subject to the CCPA, Island acknowledges and confirms that it does not receive or process any Personal Information (as defined in the CCPA) as consideration for any services or other items that it provides to Customer under the Terms or this DPA, and it shall not sell or share Customer Personal Data. Island certifies that it understands the rules, requirements and definitions of the CCPA and agrees to refrain from taking any action that would cause any transfer of Customer Personal Data to or from Island under the Terms or this DPA to qualify as "selling" and/or "sharing" such Personal Information under the CCPA. Island further agrees not to retain, use or disclose Customer Personal Data for any other purpose than to provide the Services under the Terms or for a commercial

purpose other than providing the Services, or outside of the direct business relationship between the Parties. Island may use, disclose, or retain Customer Personal Data to: (i) transfer the Customer Personal Data to other Island's entities (including, without limitation, affiliates and subsidiaries), service providers, third parties and vendors, in order to provide the Services to Customer; (ii) to comply with applicable laws; (iii) to defend legal claims or comply with a law enforcement investigation; (iv) for internal use by Island to build or improve the quality of its services and/or for any other purpose permitted under the CCPA; (v) to detect data security incidents, or protect against fraudulent or illegal activity; and (vi) collect and analyze anonymous information. Island acknowledges that Customer has the right, upon notice, to take reasonable and appropriate steps designed to stop and remediate any unauthorized use of Customer Personal Data by Island. Island shall notify Customer if it determines that it can no longer meet its obligations under the CCPA. Notwithstanding anything to the contrary, Customer shall be fully and solely responsible for complying with its own requirements under CCPA.

9. **PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION.** To the extent required under applicable Data Protection Laws, Island shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data (a "**Personal Data Incident**"). Island shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Island deems necessary, possible and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Island's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users. In any event, Customer will be the party responsible for notifying supervisory authorities and/or concerned data subjects (where required by Data Protection Laws).
10. **RETURN AND DELETION OF CUSTOMER PERSONAL DATA.** Subject to the Terms, Island shall, at the choice of Customer as set by Customer administrator election via the Services management console, delete or return the Customer Personal Data to Customer after the end of the provision of the Services relating to processing, and shall delete existing copies unless applicable law requires storage of the Customer Personal Data. In any event, to the extent required or allowed by applicable law, Island may retain one copy of the Customer Personal Data for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or to comply with applicable laws and regulations. If the Customer requests the Customer Personal Data to be returned, the Customer Personal Data shall be returned in the format generally available for Island's customers.
11. **AUTHORIZED AFFILIATES**
 - 11.1 **Contractual Relationship.** The Parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Island. Each Authorized Affiliate agrees to be bound by the obligations under this DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Terms and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.
 - 11.2 **Communication.** The Customer shall remain responsible for coordinating all communication with Island under the Terms and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.
12. **TERMINATION.** This DPA shall automatically terminate upon the termination or expiration of the Terms under which the Services are provided. Sections 2.2, 2.3.3 and 11 and 13 shall survive the termination or expiration of this DPA for any reason. This DPA cannot, in principle, be terminated separately to the Terms, except where the Processing ends before the termination of the Terms, in which case, this DPA shall automatically terminate.
13. **RELATIONSHIP WITH TERMS.** In the event of any conflict between the provisions of this DPA and the provisions of the Terms, the provisions of this DPA shall prevail over the conflicting provisions of the Terms. For the avoidance of doubt each Party's and its Affiliates' liability, taken together in the aggregate, arising out of or relating to this DPA, the Standard Contractual Clauses, Data Protection Laws and any other data protection agreements in connection with the Terms (if any), shall be subject to any aggregate limitations on liability set out in the Terms. **NOTWITHSTANDING THE FOREGOING, IF CUSTOMER IS USING THE SERVICES FOR A FREE TRIAL OR PROOF OF CONCEPT, ISLAND'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER AND IT AFFILIATES UNDER OR RELATED TO THIS DPA SHALL BE CAPPED AT ONE THOUSAND US DOLLARS (US\$1,000).**
14. **AMENDMENTS.** This DPA may be amended at any time by a written instrument duly signed by each of the Parties.
15. **LEGAL EFFECT.** Island may assign this DPA or its rights or obligations hereunder to any Affiliate thereof, or to a successor or any Affiliate thereof, in connection with a merger, consolidation or acquisition of all or substantially all of its shares, assets or business relating to this DPA or the Terms. Any Island obligation hereunder may be performed (in whole or in part), and any Island right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an Affiliate of Island.

16. **AUTHORITY.** The Parties represent and warrant that they each have the power to enter into, execute, perform and be bound by this DPA. You, as the person entering into the Terms on behalf of Customer, to which this DPA is incorporated by reference, represent and warrant that you have, or you were granted, full authority to bind the Organization and, as applicable, its Authorized Affiliates to this DPA. If you cannot, or do not have authority to, bind the Organization and/or its Authorized Affiliates, you shall not supply or provide Personal Data to Island. By entering into the Terms incorporating this DPA, Customer enters into this DPA on behalf of itself and, to the extent required or permitted under applicable Data Protection Laws, in the name and on behalf of its Authorized Affiliates, if and to the extent that Island processes Personal Data for which such Authorized Affiliates qualify as the/a “data controller”.

List of Schedules

- **SCHEDULE 1 – DETAILS OF THE PROCESSING**
- **SCHEDULE 2 – SUB-PROCESSOR LIST**
- **SCHEDULE 3 – STANDARD CONTRACTUAL CLAUSES**

SCHEDULE 1 - DETAILS OF THE PROCESSING

Subject matter. Island will Process Customer Personal Data as necessary to perform the Services pursuant to the Terms, as further instructed by Customer in its use of the Services.

Nature and Purpose of Processing

1. Performing the Terms, this DPA and/or other contracts executed by the Parties, including, providing the Service(s) to Customer and providing support and technical maintenance, if agreed in the Terms.
2. For Island to comply with documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Terms.
3. Resolving disputes, enforcing the Terms, this DPA and/or defending Island's rights.
4. Complying with applicable laws and regulations.

Duration of Processing. Subject to any Section of the DPA and/or the Terms dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Island will Process Customer Personal Data for the duration of the Terms, unless otherwise agreed upon in writing.

Type of Personal Data. Customer may submit Customer Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Full name
- Address/Location
- Email address
- Browsing data (if elected and to the extent determined by the Customer's admin)
- Any other Personal Data or information that the Customer decides to provide to Island or the Services.

The Customer and the Data Subjects shall provide the Customer Personal data to Island by supplying the Customer Personal data to Island's Service.

Categories of Data Subjects

Customer may submit Customer Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Customer Personal Data relating to the following categories of data subjects:

- Customer's customers and/or clients
- Employees, agents, advisors, freelancers of Customer (who are natural persons)

The frequency of the transfers of Personal Data.

Continuous basis

The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period

For as long as the DPA is in effect, and thereafter as determined by the Customer and as further described in Section 8 of this DPA and/or the Terms

SCHEDULE 2 – SUB-PROCESSOR LIST

Available at: <https://www.island.io/subprocessors>.

SCHEDULE 3 – STANDARD CONTRACTUAL CLAUSES

EU SCCs. If the Processing of Personal Data includes transfers from the EEA to countries outside the EEA which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Standard Contractual Clauses (“**EU SCCs**”) shall be deemed incorporated into the DPA as follows:

- a) Module Two - Controller-to-Processor of the SCCs (in the case where the Customer is the data controller and Island is the data processor) or Module Three - Processor to Processor of the SCCs (in the case where the Customer is the data processor and Island is a sub-processor), as applicable will apply with respect to restricted transfers between Customer and Island that are subject to the GDPR.
- b) The Parties agree that for the purpose of transfer of Personal Data between Customer (as Data Exporter) and Island (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be applicable; (ii) In Clause 9(a), option 2 (General Written Authorisation) shall apply and the method described in Section 5 of the DPA (*Authorization Regarding Sub-Processors*) shall apply; (iii) In Clause 11(a) (Redress), the optional language shall not apply; (iv) In Clause 13: the relevant option applicable to the Customer, as informed by Customer to Island; (v) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of Ireland; and (vi) In Clause 18(b) the Parties choose the courts of Ireland, as their choice of forum and jurisdiction.
- c) Annex I.A: With respect to Module Two: (i) Data Exporter is Customer as a data controller and (ii) the Data Importer is Island as a data processor. With respect to Module Three: (i) Data Exporter is Customer as a data processor and (ii) the Data Importer is Island as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Terms. Signature and Date: By entering into the Terms and this DPA, each Party is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.
- d) Annex I.B of the Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.
- e) Annex I.C of the Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the Irish supervisory authority.
- f) Annex II of the Standard Contractual Clauses shall be completed as described and agreed between the parties in the Terms and/or this DPA.
- g) Annex III of the Standard Contractual Clauses shall be completed with the authorized sub-processors available at: island.io/subprocessors.

UK SCCs. If the Processing of Personal Data includes transfers from the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision (“**UK Transfer**”), the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (“**UK Addendum**”) shall apply, as follows:

Table 1: The Parties: as stipulated in Annex I.A of the EU SCCs.

Table 2: Selected SCCs, Modules and Selected Clauses: as stipulated in Annex I of the EU SCCs.

Table 3: Appendix Information: means the information which must be provided for the selected modules as set out in the Appendix of the EU SCCs (other than the Parties), and which for this UK Addendum is set out in Annex I.

Entering into this UK Addendum:

1. Each Party agrees to be bound by the terms and conditions set out in this UK Addendum, in exchange for the other Party also agreeing to be bound by this UK Addendum.
2. Although Annex I.A and Clause 7 of the EU SCCs require signatures by the Parties, for the purpose of making UK Transfers, the Parties may enter into this UK Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this UK Addendum. Entering into this UK Addendum will have the same effect as signing the EU SCCs and any part of the EU SCCs.

Interpretation of this UK Addendum:

3. Where this UK Addendum uses terms that are defined in the EU SCCs, those terms shall have the same meaning as in the EU SCCs. In addition, the following terms have the following meanings:

| | |
|------------------------------|--|
| Addendum EU SCCs | The version(s) of the EU SCCs which this <u>UK Addendum</u> is appended to, as set out in Table 2, including the Appendix Information. |
| Appendix Information | As set out in Table 3. |
| Appropriate Safeguards | The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when the Parties are making a UK Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR. |
| Standard Contractual Clauses | As defined in the DPA |
| ICO | The information commissioner. |
| Annex III | This UK Addendum which is made up of this UK Addendum incorporating the Addendum EU SCCs. |
| UK Addendum | As defined above |
| UK Data Protection Laws | All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018. |
| UK GDPR | As defined in Section 3 of the Data Protection Act 2018. |
| UK | The United Kingdom of Great Britain and Northern Ireland. |
| UK Transfer | A transfer which is covered by Chapter V of the UK GDPR. |

4. This UK Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the UK Addendum amend the EU SCCs in any way which is not permitted under the EU SCCs, such amendment(s) will not be incorporated by this UK Addendum and the equivalent provision of the EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this UK Addendum, UK Data Protection Laws apply.
7. If the meaning of this UK Addendum is unclear or there is more than one meaning, the meaning that most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted, and/or replaced after this DPA has been entered into.

Hierarchy:

9. Although Clause 5 of EU SCCs sets out that the EU SCCs prevail over all related agreements between the Parties, the Parties agree that, for a UK Transfer, the hierarchy in Section 10 below will prevail.
10. Where there is any inconsistency or conflict between this UK Addendum and the EU SCCs (as applicable), this UK Addendum overrides the EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the EU SCCs provides greater protection for data subjects, in which case those terms will override the provisions of this UK Addendum.
11. Where this UK Addendum incorporates the EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this UK Addendum impacts those EU SCCs.

Incorporation and changes to the EU SCCs:

12. This UK Addendum incorporates the EU SCCs which are amended to the extent necessary so that:
 - a. Together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the EU SCCs; and
 - c. This UK Addendum (including the EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed on alternative amendments which meet the requirements of Section 12 above, the provisions of Section 15 below will apply.

14. No amendments to the EU SCCs other than to meet the requirements of Section 12 above may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12 above) are made:
 - a. References to the “Clauses” mean this UK Addendum, incorporating the EU SCCs;
 - b. In Clause 2, delete the words: “and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679”;
 - c. Clause 6 (Description of the transfer(s)) is replaced with: “The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”;
 - d. Clause 8.8 is replaced with: “the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”
 - e. References to “Regulation (EU) 2016/679”, “Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
 - f. References to Regulation (EU) 2018/1725 are removed;
 - g. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
 - h. Clause 13(a) and Part C of Annex I are not used;
 - i. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
 - j. In Clause 16(e), subsection (i) is replaced with: “the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;
 - k. Clause 17 is replaced with: “These Clauses are governed by the laws of England and Wales.”;
 - l. Clause 18 is replaced with: “Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and
 - m. The footnotes to the EU SCCs do not form part of this UK Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this UK Addendum:

16. The Parties may agree to change Clause 17 and/or 18 of this UK Addendum to refer to the laws and/or courts of Scotland or Northern Ireland.
17. If the Parties wish to change the format of the information included in Tables 1, 2 or 3 of this UK Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
18. From time to time, the ICO may issue a revised UK Addendum which:
 - a. Makes reasonable and proportionate changes to the UK Addendum, including correcting errors in the UK Addendum; and/or
 - b. Reflects changes to UK Data Protection Laws;The revised UK Addendum will specify the start date from which the changes to the UK Addendum are effective and whether the Parties need to review this UK Addendum including the Appendix Information. This UK Addendum is automatically amended as set out in the revised UK Addendum from the start date specified.
19. If the ICO issues a revised UK Addendum under Section 18, if any Party, will as a direct result of the changes in the UK Addendum have a substantial, disproportionate and demonstrable increase in:
 - a. Its direct costs of performing its obligations under this UK Addendum; and/or
 - b. Its risk under this UK Addendum, and in either case, it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this UK Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised UK Addendum.
20. The Parties do not need the consent of any third party to make changes to this UK Addendum, but any changes must be made in accordance with its terms.

SWISS SCCs

For transfers subject to the Swiss Federal Act on Data Protection (as amended and replaced), the SCCs will be deemed completed in accordance with this Schedule 2 except that:

1. Under Clause 13 of the EU SCCs, the competent supervisory authority is the Swiss Federal Data Protection and Information Commission to the extent that the transfer is governed by the Swiss Federal Act on Data Protection (as amended and replaced).
2. References to “Member State” in the 2021 Standard Contractual Clauses refer to Switzerland, and data subjects may exercise and enforce their rights under the 2021 Standard Contractual Clauses in Switzerland.
3. References to GDPR in the 2021 Standard Contractual Clauses refer to the Swiss Federal Act on Data Protection (as amended and replaced).

Additional Safeguards.

1. In the event of any transfer where the EU SCCs or the UK Addendum apply, the Parties agree to supplement these with the following safeguards and representations, where appropriate:

(a) The data importer shall have in place and maintain in accordance with good industry practice measures to protect the Personal Data from interception (including in transit from the data exporter to the data importer and between different systems and services). This includes having in place and maintaining network protection intended to deny attackers the ability to intercept data and encryption of Personal Data whilst in transit and at rest intended to deny attackers the ability to read data.

(b) The data importer will make commercially reasonable efforts to resist, subject to applicable laws, any request for bulk surveillance relating to the Personal Data protected under GDPR and the UK GDPR, including under section 702 of the United States Foreign Intelligence Surveillance Act (“FISA”);

(c) If the data importer becomes aware that any government authority (including law enforcement) wishes to obtain access to or a copy of some or all of the Personal Data, whether on a voluntary or a mandatory basis, then unless legally prohibited or under a mandatory legal compulsion that requires otherwise:

(i) The data importer shall inform the relevant government authority that the data importer is a processor of the Personal Data and that the data exporter has not authorized the data importer to disclose the Personal Data to the government authority, and inform the relevant government authority that any and all requests or demands for access to the Personal Data should therefore be notified to or served upon the data exporter in writing;

(ii) The data importer will use commercially reasonable legal mechanisms to challenge any such demand for access to Personal Data which is under the data importer’s control. Notwithstanding the above, (a) the data exporter acknowledges that such challenge may not always be reasonable or possible in light of the nature, scope, context and purposes of the intended government authority access, and (b) if, taking into account the nature, scope, context and purposes of the intended government authority access to Personal Data, the data importer has a reasonable and good-faith belief that urgent access is necessary to prevent an imminent risk of serious harm to any individual or entity, this subsection (c)(ii) shall not apply. In such an event, the data importer shall notify the data exporter, as soon as possible, following the access by the government authority, and provide the data exporter with relevant details of the same, unless and to the extent legally prohibited to do so.

2. Once in every 12-month period, the data importer will inform the data exporter, at the data exporter’s written request, of the types of binding legal demands for Personal Data it has received and solely to the extent such demands have been received, including national security orders and directives, which shall encompass any process issued under section 702 of FISA.