

## Professional Services Agreement

This Agreement details the terms for any Services performed for You by Practifi. This is a legal contract between You and Practifi.

This Agreement was last updated on 1 June 2020. It is effective between You and Practifi as of the date of You accepting this Agreement.

Capitalized terms used in this Agreement shall have the meanings given to such terms as defined elsewhere in this Agreement or in the separately executed [Master Subscription Agreement](#).

### 1. Services

#### 1.1. Statements of Work

Practifi will perform the consulting services set forth in separately executed statement(s) of work entered into by the Parties (each a “Statement of Work”) (the “Services”). Each Statement of Work will specify, as applicable: (i) the Services to be performed; (ii) a description of the Deliverables (as defined below); (iii) the fees for the Services (“Fees”); and, (iv) the reimbursable expenses (“Expenses”), if any.

#### 1.2. Estimated Hours

Practifi estimates, but does not represent or warrant that the Services will be completed within the estimated hours set forth by category in the Statement of Work (the “Estimated Hours”). If Practifi exceeds the Estimated Hours for any project, Practifi will notify Client, and Client may, at its option, either: (a) terminate the Statement of Work pursuant to Section 4.3; or (b) execute a Change Order if the total estimate is exceeded by more than 10%; or (c) execute a new Statement of Work.

#### 1.3. Change Order Process

If either Party believes that a change in a Statement of Work (whether in costs or Deliverables) is necessary, then such Party shall submit a written change order to the other Party describing the requested changes (a “Change Order Request”). If Client initiates the Change Order Request, then Practifi will provide Client with a written response describing the effect that the Change Order Request would have on the existing Statement of Work. If the Parties agree to the revisions to the Statement of Work, then they will execute a finalised amendment to the Statement of Work (“Change Order”). A Change Order will not become effective unless and until it is executed by an authorized representative of the Client. Absent the execution of a Change Order, the Parties will proceed to fulfill their obligations under the applicable Statement of Work in accordance with its original terms.

## 2. Payment

### 2.1. Billing

Unless stated otherwise in the Statement of Work, Practifi will invoice Client for the Fees and Expenses twice monthly as set forth in the applicable Statement of Work. Client will pay all undisputed amounts set forth in a Practifi invoice within thirty (30) days after the date the invoice was received by Client (“Payment Period”).

### 2.2. Disputed Payments

If Client has a good faith dispute of an invoice, then Client shall pay the undisputed portion of the invoice and provide written notice to Practifi that sets forth the dispute in reasonable detail within the Payment Period.

### 2.3. Late Payments and Suspension

If any undisputed amounts invoiced hereunder are more than 30 days past due, then Practifi may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided Practifi has given Client 10 days prior notice that the account is overdue and of Practifi’s intent to suspend Services.

## 3. Ownership Rights

### 3.1. Ownership of the Deliverables

For the purposes of this Agreement, the “Deliverables” shall include, without limitation, the deliverables specifically described in each Statement of Work and any and all reports, findings, designs and materials developed by Practifi as part of the Services under this Agreement, provided that Deliverables shall not be deemed to include Practifi Materials (as defined below) for purposes of ownership as set forth below. Subject to Client’s full payment for Services provided and Deliverables created under an applicable Statement of Work, Practifi acknowledges that, subject to licenses granted herein, Practifi has no ownership interest in the Deliverables provided to Client. Client shall own all right, title and interest in such Deliverables, subject to limitations associated with intellectual property rights of third parties, and Practifi assigns all right, title and interest in Deliverables to Client.

### 3.2. Practifi Materials

For purposes of this Agreement, “Practifi Materials” shall mean (a) Practifi’s methodology for the provision of services; (b) templates used by Practifi to perform the Services; (c) any of Practifi’s ideas, processes, code, technology, products or materials that were in existence as of the effective date of the Agreement; and (d) any of Practifi’s ideas, processes, know-how, experience, code, technology, products or materials that were learned or developed by Practifi that do not include Client’s Confidential Information

from its performance of the Services and that are of general applicability to Practifi's business. To the extent that Practifi incorporates any Practifi Materials into any Deliverables, then Practifi hereby grants Client a nonexclusive, royalty-free, perpetual, worldwide license to make, have made, modify, adapt, modify, copy, distribute, create derivative works and otherwise use such Practifi Materials solely as incorporated in the Deliverables. Practifi hereby retains all worldwide right, title and interest in and to the Practifi Materials. Any rights not expressly granted herein to the Practifi Materials shall be retained by Practifi.

## 4. Term and Termination

### 4.1. Term

Unless terminated earlier as permitted herein, this Agreement shall commence on the Effective Date and continue until the first anniversary of the date of the final Practifi invoice relating to the last existing Statement of Work (the "Term").

### 4.2. Termination for Breach

Either Party may terminate this Agreement and/or any Statement(s) of Work in the event of a material breach by the other Party that remains uncured for a period of fifteen (15) days following the breaching Party's receipt of the non-breaching Party's written notice setting forth the breach. For clarity, unless otherwise specified in a Party's written notice of termination, termination of a Statement of Work in accordance with this Section will not terminate this Agreement or any other Statement of Work.

### 4.3. Termination for Convenience

In addition to and without waiving any of its other rights or remedies under this Agreement or at law or equity, Client may terminate this Agreement and/or any Statement of Work, with or without cause, at any time during the Term upon thirty (30) days prior written notice to Practifi. If Client terminates any Statement of Work prior to its completion pursuant to this Section 4.3, Client shall also pay to Practifi a Termination for Convenience Fee calculated as follows: forty percent (40%) of the fee set forth in the applicable Statement of Work, multiplied by the difference between the number of Estimated Days in the Statement of Work and the number of actual hours for which Practifi has received payment as of the termination date. For clarity, unless otherwise specified in Client's written notice of termination, termination of a Statement of Work in accordance with this Section will not terminate this Agreement or any other Statement of Work.

The Termination for Convenience fee will not be applicable in cases pursuant to Section 9.10 of this Agreement.

#### 4.4. Effects of Termination

In the event either Party terminates this Agreement for breach pursuant to Section 4.2, or in the event Client terminates this Agreement for convenience pursuant to Section 4.3, Client shall pay Practifi an amount equal to the sum of the Fees allocable to those Services that have been completed prior to the effective date of termination and all Expenses.

#### 4.5. Survival

The defined terms in this Agreement and the rights and obligations set forth shall survive the termination or expiration of this Agreement.

### 5. Representations and Warranties

#### 5.1. General Representations and Warranties

Each Party represents and warrants that: (i) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (ii) it is duly licensed, authorized or qualified to do business and is in good standing; and (iii) it is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other Party to perform fully its respective obligations hereunder.

#### 5.2. Performance Warranty

Practifi represents that the Services will be performed in a professional and workmanlike manner according to those industry standards generally prevailing among providers of similar services under similar circumstances. Practifi further represents that the Deliverables will substantially conform to the specifications set forth in the applicable Statement of Work (if any). If the Services or any Deliverable fail to conform to any provision of this Section 5.2, Client's sole and exclusive remedy for such nonconformance shall be Practifi's correction of the Services or Deliverable to render it conforming.

#### 5.3. Software Warranty

Practifi warrants that, when delivered, and for a period of ninety (90) days thereafter (the "Warranty Period"), the Deliverables will conform in all material respects to the requirements set out in the Statement of Work. The preceding warranty will not apply if any modifications are made without Practifi's design input and written consent.

#### 5.4. Disclaimer

The preceding sections 5.1, 5.2 and 5.3 contain the only express warranties provided by each Party concerning the Services, Deliverables and the Practifi Materials which are all provided 'as is'. With the exception of warranties represented under section 4.1 of the Master Subscription Agreement, Practifi expressly disclaims all other warranties and representations, express

or implied warranties of fitness for a particular purpose, merchantability or non infringement.

## 6. Confidentiality

### 6.1. Confidential Information

For purposes of this Agreement, Confidential Information shall include (i) the terms of this Agreement and Statement(s) of Work, and (ii) any other non-public information relating to the business of the other Party (“Disclosing Party”) obtained by virtue of this Agreement. Notwithstanding the foregoing, Confidential Information will not include information that: (a) is now or subsequently becomes generally available to the public through no wrongful act of the recipient; (b) the recipient can demonstrate was rightfully in its possession prior to disclosure by the other Party; (c) is independently developed by the recipient without the use of any Confidential Information provided by the other Party; or (d) recipient rightfully obtained or obtains from a third party who had the right to transfer or disclose such information.

### 6.2. Restrictions

Recipient agrees that, during the Term and perpetually thereafter, (i) recipient will keep all of Disclosing Party’s Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure; (ii) recipient will not, directly or indirectly, disclose any Confidential Information to anyone other than the Parties, except with the prior written consent of Disclosing Party; and (iii) recipient will not make use of any Confidential Information for recipient’s own purposes (except as necessary to fulfill the obligations of this Agreement) or for the benefit of anyone other than the Parties. Recipient will keep the Disclosing Party’s Confidential Information with the same degree of care as it treats its own sensitive business information of like kind, but in no event less than reasonable care. Upon termination or expiration of this Agreement, or at any time either Party shall so request, the other Party will deliver promptly to the requesting Party, or, at the requesting Party’s option, will destroy, all Confidential Information obtained hereunder (and all copies thereof) belonging to the requesting Party that the other Party may then possess or have under its control.

### 6.3. Permitted Disclosure of Confidential Information

Notwithstanding anything in this Agreement to the contrary, either Party may disclose the Confidential Information of the other Party to its personnel, agents and advisors (including legal and financial advisors) who have a need to know such information in connection with the performance of the Services hereunder and who are obligated by written agreement or ethical obligation to keep such information confidential. Either Party may disclose the Confidential Information if such disclosure is required by law, court order or

regulation; provided, however, that such Party will notify the other Party in writing in advance of such disclosure to the extent legally permissible, and will provide the other Party with copies of any related information so that the Party may take appropriate action to protect its Confidential Information. In addition, each Party may disclose the terms and conditions of this Agreement: (i) as required under applicable securities regulations and (ii) on a confidential basis to current or prospective investors or acquirers of such Party.

## **7. Limitation of Liability**

To the maximum extent permitted by law, (i) in no event will either party be liable to the other party for any indirect, special, consequential, punitive or incidental damages, whether based on breach of contract, tort (including negligence), or any other legal theory, even if advised of the possibility of such damages, and (ii) in no event will either party's liability to the other party exceed the fees paid or payable pursuant to the applicable Statements of Work. Any action arising out of, or relating to this Agreement or any Statement of Work hereunder shall be commenced within one (1) year after the claim accrues.

## **8. Indemnities**

- 8.1. Practifi shall indemnify, defend and hold Client and its employees, agents, officers and directors (collectively "Client Indemnitees") harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages"), alleged to have been caused by the performance of Services or the provision of any Deliverable by Practifi under this Agreement resulting in the infringement of any U.S. patent, copyright, trade secret or trademark of any third party (each such claim to be considered an "IP Claim" for the purposes of this Agreement).
- 8.2. Excluded from such indemnification are claims arising from or relating to: (i) Services performed on equipment or software which Client falsely covenanted that it had the rights to modify as set forth in this Agreement; (ii) Services performed to Client's specification or design; (iii) infringement resulting from or caused by Client's misuse or unauthorized modification of any Deliverable; or (iv) Client's failure to use corrections or enhancements to the Deliverable provided by Practifi.
- 8.3. Practifi shall also indemnify, defend and hold the Client Indemnitees harmless from and against any third party claims for Damages, resulting from fraud, willful misconduct or negligent acts or omissions of Practifi or its agents in connection with the performance of the Services, except to the extent such Damages result from or are caused by fraud, willful misconduct or negligence of any Client Indemnitee.

## 9. General Provisions

### 9.1. Relationship of the Parties

This Agreement does not create any partnership, joint venture, agency, fiduciary, employment, or other relationship between the Parties, beyond the relationship of independent parties to a commercial contract. Neither Party is, nor will either Party hold itself out to be, vested with any authority to bind the other Party contractually, or to act on behalf of the other Party as a broker, agent, or otherwise.

### 9.2. Non-Solicitation

Unless the other Party expressly authorizes in writing in advance, during the Term and for one (1) year thereafter, neither Party will directly solicit any current employee of a Party that comes into direct contact with the other Party in connection with the performance or the use of the Services. Notwithstanding the foregoing, nothing in this section will prohibit either Party from hiring personnel of the other Party who respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such personnel.

### 9.3. Waiver

The waiver or failure of either Party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of the Parties set forth in this Agreement are in addition to any rights or remedies the Parties may otherwise have at law or equity.

### 9.4. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and the remainder of the Agreement will remain in full force and effect.

### 9.5. Assignment

Neither Party may assign or delegate its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, delayed, or conditioned. Any assignment in contravention with this Section shall be deemed null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties, their successors and permitted assigns. Merger or change in ownership of a Party will not constitute an assignment for the purposes of this Section 9.5, provided that the successor or merged entity assumes all obligations of the acquired or merged Party under the Agreement.

**9.6. Governing Law and Jurisdiction**

This Agreement and the Parties' respective performance hereunder will be governed by the laws of the State of Delaware, without regard to its conflicts of laws rules. Each Party hereby waives any right to object to the jurisdiction of these courts.

**9.7. Notices**

Notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent and acknowledged by email.

**9.8. Headings**

The headings in this Agreement are for convenience of reference only and have no legal effect.

**9.9. Entire Agreement**

This Agreement constitutes the complete and exclusive agreement between the Parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to this subject matter. This Agreement may not be modified or altered except by written instrument duly executed by both Parties.

**9.10. Force Majeure**

Except with respect to delays or failures caused by the negligent act or omission of either Party, any delay in or failure of performance by either Party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such Party, including, but not limited to; acts of God, power outages, or failures of the Internet, provided that the Party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated. Excusable delays do not include lockout, shortage of labor or any other industrial disturbance. If the act or condition beyond a Party's reasonable control that prevents that Party from performing any of its obligations under this Agreement continues for fifteen (15) days or more, then the other Party may terminate this Agreement immediately upon written notice to the non-performing Party.

**9.11. Third Party Beneficiaries**

This Agreement is intended for the sole and exclusive benefit of the signatories, is not intended to benefit any third party, and only the Parties may enforce this Agreement.

**9.12. Contract Ambiguities**

Ambiguities, inconsistencies or conflicts in this Agreement will not be strictly

construed against either Party, but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the Parties' intentions at the time this Agreement is entered into and common practice in the industry.

**9.13. Counterparts**

This Agreement may be executed via electronic signature, each of which will constitute an original.

## Appendix A - Data Processing Addendum

This Data Processing Addendum (“DPA”) supplements the Agreement between You and Practifi, when the GDPR applies to agreed Practifi Services to Process Customer Data. Except as amended by this DPA, the Agreement will remain in full force and effect. If there is a conflict between any other agreement between the Parties including the Agreement and this DPA, the terms of this DPA will control.

### 1. Definitions

Unless otherwise defined in the Agreement, all capitalized terms used in this DPA will have the meanings given to them below.

**“Agreement”** means any agreement between Practifi and a specific customer under which Services are provided by Practifi to that customer. Such an agreement may have various titles, including but not limited to “Subscription Order Form” or “Statement of Work”.

**“Customer”** means the entity which determines the purposes and means of Processing of Customer Data.

**“Customer Data”** means any “personal data” (as defined in GDPR) that is provided by or on behalf of Customer and Processed by Practifi pursuant to the Agreement.

**“Data Protection Laws”** means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area (“EEA”) and their member states, Switzerland and the United Kingdom, and any amending or replacement legislation from time to time, applicable to the Processing of Customer Data under the Agreement.

**“GDPR”** means the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC.

**“Permitted Purpose”** means the use of the Customer Data to the extent necessary for provision of the Services by Practifi to the Customer.

**“Security Incident”** means any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, or destruction of Customer Data.

**“Services”** means the Practifi services that are engaged by the customer from time to time for support, on boarding or statements of work.

**“Standard Contractual Clauses”** means the agreement pursuant to the European Commission decision (C(2010)593) of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC.

**“Sub-processor”** means any entity engaged by Practifi to Process Customer Data in connection with the Services.

**“Supervisory Authority”** means an independent public authority which is established by an EU Member State pursuant to the GDPR.

Terms such as **“Data Subject,” “Processing,” “Controller,”** and **“Processor”** shall have the meaning ascribed to them in the GDPR.

## 2. DATA PROCESSING

### 2.1 Details of Processing

#### 2.1.1 Subject Matter

Practifi’s provision of the Services to the Customer.

#### 2.1.2 Nature and Purpose

Practifi will process Customer Data for the purposes of providing the Services (including administration, operations, technical and customer support), to Customer in accordance with the Terms.

#### 2.1.3 Data Subjects

Data Subjects include the individuals about whom data is provided to Practifi via the Services by or at the direction of the Customer and natural persons who are employees, representatives, or other business contacts of the Customer.

#### 2.1.4 Categories of Data

Data relating to individuals provided to Practifi via the Services, by or at the direction of Customer. The Customer may submit Customer Data to the Services the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, without limitation; personal details (eg. name, DOB), contact information (eg. phone number, address)

#### 2.1.5 Special Categories

Applicants may submit special categories of Customer Data to the Customer via the Services, the extent of which is determined and controlled by the Customer. For clarity, these special categories of Customer Data may include information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs.

### 2.1.6 Roles of the Parties

The Parties acknowledge and agree that Practifi will Process the Customer Data in the capacity of a Processor and that Customer will be the Controller of the Customer Data..

### 2.1.7 Customer Instructions

The Parties agree this DPA and the Agreement constitute Customer's documented instructions regarding Practifi's processing of Customer Data. Practifi will process Customer Data only in accordance with documented instructions.

### 2.1.8 Compliance with Laws

Each party will comply with all laws, rules and regulations applicable to it and binding on it in the performance of this DPA, including the GDPR. Practifi is not responsible for determining the requirements of laws applicable to Customer's business or that Practifi's provision of the Services meet the requirements of such laws.

## 3. CUSTOMER OBLIGATIONS

### 3.1 Instructions

Customer shall warrant that the instructions it provides to Practifi pursuant to this DPA comply with the Data Protection Laws.

### 3.2 Data Subject and Supervisory Authority Requests

The Customer shall be responsible for communications and leading any efforts to comply with all requests made by Data Subjects under the Data Protection Laws, and all communications from Supervisory Authorities that relate to Customer Data, in accordance with Data Protection Laws. To the extent such requests or communications require Practifi's assistance, the Customer shall notify Practifi of the Data Subject or Supervisory Authority request.

### 3.3 Notice, Consent and Other Authorizations

Customer is responsible for providing the necessary notice to the Data Subjects under the Data Protection Laws. Customer is responsible for obtaining, and demonstrating evidence that it has obtained all necessary consents, authorizations and required permissions under the Data Protection Laws in a valid manner for Practifi to perform the Services.

## 4. PRACTIFI'S OBLIGATIONS

### 4.1 Scope of Processing

Practifi will Process Customer Data on documented **instructions** from the Customer, and in such manner as is necessary for the provision of Services except as required to comply with a legal obligation to which Practifi is subject. If Practifi believes any documented instruction or additional processing instructions from Customer violates the GDPR or other Data Protection Laws, Practifi will inform Customer without undue delay and may suspend the performance of the Services until Customer has modified or confirmed the lawfulness of the additional processing instruction in writing. Customer acknowledges and agrees that Practifi is not responsible for performing legal research or for providing legal advice to Customer.

### 4.2 Supervisory Authority Requests

Practifi will assist Customer in addressing any communications and abiding by any advice or orders from the Supervisory Authority relating to the Customer Data.

### 4.3 Retention

Practifi will retain Customer Data only for as long as is deemed necessary for the Permitted Purpose, or as required by applicable laws. At completion of Services, Practifi will destroy their copy of any Customer data.

### 4.4 Disclosure to Third Parties and Confidentiality.

**4.4.1** Practifi will not disclose the Customer Data to third parties except as permitted by this DPA or the Agreement, unless Practifi is required to disclose the Customer Data by applicable laws, in which case Practifi shall (to the extent permitted by law) notify the Customer in writing and liaise with the Customer before complying with such disclosure request.

**4.4.2** Practifi treats all Customer Data as strictly confidential and requires all employees, agents, and Sub-processors engaged in Processing the Customer Data to commit themselves to confidentiality, and not Process the Customer Data for any other purposes, except on instructions from Customer.

### 4.5 Assistance

Taking into account the nature of the Processing and the information available, Practifi will provide assistance to Customer in complying with its obligations under GDPR Articles 32-36 (inclusive) (which address obligations with regard to security, breach notifications, data protection impact assessments, and prior consultation). Upon request, Practifi will provide Customer a list of processing operations.

## 4.6 Security

Practifi will keep Customer Data confidential and implement and maintain administrative, physical, technical and organizational safeguards for the security (including protection against accidental or unlawful loss, destruction, alteration, damage, unauthorized disclosure of, or access to, Customer Data transmitted, stored or otherwise Processed), confidentiality and integrity of Customer Data.

## 4.7 Audits

Practifi may (but is not obliged to) use external or internal auditors to verify the adequacy of our Security Measures.

## 4.8 Salesforce Data Centres

Whilst outside of the control of Practifi, we recommend the Customer also consider the Salesforce Data Processing Addendum in relation to the Customer Data that is stored on the platform. Information can be found at [salesforce.com](https://salesforce.com).

# 5. SUBPROCESSORS

## 5.1 General Consent

You agree that we can share Your Customer Data with Sub-Processors in order to provide You the Services. We will impose contractual obligations on our Sub-Processors, and contractually obligate our Sub-Processors to impose contractual obligations on any further subcontractors which they engage to process Your Customer Data, which provide the same level of data protection for Your Customer Data in all material respects as the contractual obligations imposed in this Data Processing Addendum, to the extent applicable to the nature of the Services provided by such Sub-Processor.

## 5.2 Current Sub-processor List

A list of our current Sub-Processors is available upon request by sending an email to [privacy@practifi.com](mailto:privacy@practifi.com).

## 5.3 Customer Objection

Provided that your objection is reasonable and related to data protection concerns, you may object to any Sub-Processor by sending an email to [privacy@practifi.com](mailto:privacy@practifi.com). If you object to any Sub-Processor and your objection is reasonable and related to data protection concerns, we will use commercially reasonable efforts to make available to you a means of avoiding the processing of Your Customer Data by the objected-to Sub-Processor.

If Practifi is unable to make available such change within a reasonable period of time, which will not exceed 30 days, You may terminate the portion of any Agreement relating to the Services that cannot be reasonably provided without the objected-to new Sub-processor by providing written notice to Practifi.

## 5.4 Responsibility

Practifi will remain responsible for its compliance with the obligations of this DPA and for any acts and omissions of its Sub-processors that cause Practifi to breach any of Practifi's obligations under this DPA.

## 6. SECURITY INCIDENT NOTIFICATION

### 6.1 Notification

Practifi shall, to the extent permitted by law, notify Customer without undue delay, but no later than 48 hours after becoming aware of any Security Incident.

### 6.2 Security Incident

Practifi's notification of a Security Incident to the Customer to the extent known should include: (a) the nature of the incident; (b) the date and time upon which the incident took place and was discovered; (c) the number of data subjects affected by the incident; (d) the categories of Customer Data involved; (e) the measures – such as encryption, or other technical or organizational measures – that were taken to address the incident, including measures to mitigate the possible adverse effects; (f) whether such proposed measures would result in a disproportionate effort given the nature of the incident; (g) the name and contact details of the data protection officer or other contact; and (h) a description of the likely consequences of the incident. The Customer alone may notify any public authority.

## 7. MISCELLANEOUS

### 7.1 Obligations Post-termination

Termination or expiration of this DPA shall not discharge the Parties from their obligations meant to survive the termination or expiration of this DPA.

### 7.2 Severability

Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other

jurisdiction. The Parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute and shall incorporate such substitute provision into this DPA.