Special Terms of Use for Consent Preference Management

1. The following definitions apply regarding the Consent and Preference Management Service:

- **Administrative Users:** those employees, agents and contractors of the Customer who are authorised by the Customer and DataCo International UK Limited (DataCo) to administer and use the Service.
- **API:** means the Platform's application programming interface.
- **Customer:** the organisation receiving the Service, as detailed in the Contract.
- **Customer Data:** the data belonging to or relating to the Customer and Administrative Users, inputted or uploaded to the Platform by the Customer, Administrative Users, or DataCo on the Customer's behalf, for the purpose of using the Service or facilitating the Customer's use of the Service.
- **End User:** any constituent body, organisation, or individual (other than the Customer or Administrative Users) who uses the Service through the Customer, or under the Customer's direction or administration, and with the Customer's authorisation.
- **End User Data:** all data, works and materials relating to an End User, including those: uploaded to or stored on the Platform by an End User; transmitted by the Platform at the instigation of an End User; supplied by an End User to DataCo or Customer for uploading to, transmission by or storage on the Platform; generated by the Platform as a result of the use of the Service by an End User; or as held by the Customer.
- **Fair Use Policy:** Means a maximum of 10 API calls per Customer per second and a maximum of 3 external machines connecting to the Service authenticating no more than 4 times each per hour.
- **Log-ins:** means the user log-in facilitated by the Customer pursuant to clause 2.1 which entitle End Users and Administrative Users to access and use the Service in accordance with this agreement.
- **Platform:** the 'DataGuard Consent and Preference Management' Platform managed by DataCo and used by DataCo to provide the Service including the application and database software for the Service, the system and server software used to provide the Service, and the computer hardware on which that application, database, system and server software is installed**.**
- **Service (or DataCo Service):** the subscription permissions service, including the Platform, provided or made available by DataCo to the Customer.
- **Service Live Date:** the date on which DataCo issues Log-ins to the Customer.
- **Service Start Date:** as detailed in the Contract.
- **Service Term:** as detailed in the Contract.
- **SFDC:** means salesforce.com, inc.
- **SFDC Services:** means the products or services made available by SFDC from time to time.
- **Service Level Agreement:** DataCo 's agreement detailing the availability of the Services and for providing support in relation to the Services, as amended from time to time, the current version of which is set out below, as available for Standard and Enterprise bundles.
- **Term:** means the Service Term and any Renewal Term.
- **Test Environment:** means the production grade test environment of the Service.
- **Virus:** anything or device (including any software, malware, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re- arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

These relate to the delivery of the Consent and Preference Management Service and use by the Customer.

2. Log-ins

2.1   The use of the Consent and Preference Management Service is subject to the restrictions set out in this clause 2, and the grant by DataCo to the Customer of the rights are on a non-exclusive, non-transferable basis with the right to permit the End Users and Administrative Users to use the Service during the Term.

2.2   In relation to the End Users and Administrative Users, the Customer shall use reasonable commercial endeavours to ensure that:

(a) each End User or Administrative User will have its own Log-in and Log-ins shall not be shared or transferred;

(b) each End User and Administrative User shall keep a secure password for use of the Service, that such password shall be changed at reasonable intervals and that each End User and Administrative User shall keep his password confidential**;**

(c) the Service is designed for users aged 13 or over and the Customer shall ensure End Users and Administrative Users are aware that use of the Service by a person under the age of 13 shall only be permitted with necessary consent.

2.3   The Customer shall not and shall use reasonable commercial endeavours to procure that End Users shall not, during the course of its use of the Service, access, store, distribute or transmit any Viruses, or any material that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;

(f) infringes the rights (including Intellectual Property Rights) of any third party; or

(g) in a manner that is otherwise illegal or causes damage or injury to any person or property.

2.4   The Customer shall not:

(a) except to the extent expressly permitted:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service; or

(b) access all or any part of the Service in order to build a product or service which competes with the Service; or

(c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party except to the End Users or as permitted hereunder; or

(d) attempt to obtain, or assist third parties in obtaining, access to the Service, other than as provided under this clause 2.

2.5   The Customer shall use all reasonable commercial endeavours to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify DataCo.

2.6   The Customer's use of the Service is subject to the Fair Use Policy. If the Customer breaches the Fair Use Policy, DataCo may, at its option:

a) charge the Customer for additional subscriptions for the Service;

b) temporarily restrict the Service; or

indefinitely suspend the Service for any persistent breach of the Fair Use Policy. DataCo shall not be liable for any claims, costs and/or expenses arising out of such suspension or termination.

3. Administrative User and end User Set-up

3.1   On request from the Customer, DataCo will set up Administrative Users on the Service.

3.2   The Customer may then make the Service available to End Users, subject to the terms of this EULA.

4. Service Provider and Provider Obligations

4.1   DataCo warrants that, during the Term, the Service will:

(a) materially conform to the description of the Service set out and;

(ii) will be available in accordance with the Uptime Service Level (as defined and further detailed in the Service Level Agreement).

4.2   DataCo will, as part of the Service, provide the Customer with support in relation to the Services, in accordance with the Service Level (as defined and further detailed in the Service Level Agreement).

If the Customer believes that there has been a breach of the warranty in clause 4.1 it shall make a request for any non-

4.3   conformance to be resolved under the Service Level Agreement.

Notwithstanding the foregoing, DataCo:

4.4   **(a)** does not warrant that the Customer's or End Users' use of the Service will be uninterrupted or error-free; or that the Service and/ or the information obtained by the Customer through the Service will meet the Customer's requirements; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet except where such transfer is within DataCo's control, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

DataCo warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations.

4.5   DataCo shall have no responsibility or liability in relation to access to or the availability or provision of the SFDC Services.

4.6   ## Customer's Obligations

The Customer shall:

(a) provide DataCo with:

4.7   **(i)** all reasonable and necessary co-operation in relation to this Contract; and

(ii) all reasonable and necessary access to such information as may be required by DataCo;

in order to provide the service, including but not limited to Customer Data, End User Data, security access information and

5.   configuration data;

5.1   **(b)** comply with all applicable laws and regulations with respect to its activities under this contract;

(c) carry out all other Customer responsibilities set out in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, DataCo may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Administrative Users use the Service in accordance with these terms and shall be responsible for any Administrative User's breach of these terms;

(e) make the Service available to End Users subject to appropriate end user terms of use (containing licensing and usage provisions no less restrictive than those set out herein);

(f) obtain and shall maintain all necessary licences, consents, and permissions necessary for DataCo, its contractors and agents to perform their obligations under this EULA, including without limitation to the Service;

(g) ensure that its network and systems comply with the relevant specifications provided by DataCo from time to time;

(h) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to DataCo's data centres;

(i) permit DataCo to audit the Customer's use of the Service in order to establish the correct number of Log-ins are in place and shall fully co-operate with DataCo in such audit;

(j) if an audit reveals that the Customer does not have the correct number of User Subscriptions or Records, pay any invoices for additional Log-ins and Records which are issued as a result; and

(k) not remove from the service any of the DataCo's logos or copyright notice