Dataset(PortalX Inc)'s Terms and Conditions

Last modified: February 27th, 2022

These Terms and Conditions govern the use of the products and services offered by PortalX, Inc. (further: Dataset), including

1. Dataset: A technology solution allowing businesses to maximize the value of their data assets. Offering a powerful mix of state-of-the-art and proprietary encryption, pseudonymization and anonymization techniques, to help businesses meet the high thresholds of a myriad of data privacy regulations such as the GDPR.
2. Dataset professional services: Professional consulting services, workshops and webinars. Including but not limited to the creation of Transfer Impact Assessments, Data Protection Impact Assessments, Data Security Risk Assessments.

1. Introduction.
    1. Parties. These Terms are between PortalX, Inc., a Delaware Corporation ("*PortalX*") and the subscribing organization ("*Client*"). The Client subscribes via an authorized member of the Client's organization ("*Customer*"), who specified the Client when registering the account and inputting a Company Name (the Client). By agreeing to these Terms, Customer claims that they are authorized to enter into this agreement on behalf of Client. If Customer misrepresents their authorization to make this agreement on behalf of Client, all Client obligations—including payment obligations under Section 2.6 (Fees)—fall onto the Customer.
    2. Product. PortalX has created a proprietary data transformation solution called "Dataset", offering a powerful mix of state-of-the-art and proprietary encryption, pseudonymization and anonymization techniques, to help businesses meet the high thresholds of a myriad of data privacy regulations such as the GDPR.
    3. Agreement. As an express condition of Client's use of and access to PortalX, Client agrees to pay all Fees applicable to the subscription plan (the "*Plan*") chosen by Customer, all of which constitutes an agreement ("*Agreement*").

2. PortalX Platform Description
    1. The PortalX platform transforms raw data into next-gen data, through a combination of state-of-the-art and proprietary pseudonymization, anonymization and encryption technologies. PortalX PII Classification machine learning

algorithms automatically detect and categorize PII. Data fields are enriched with metadata about sensitivity, identifiability and more. This metadata, combined with additional information such as data use-case, is used to determine the most appropriate (set of) Privacy Enhancing Technique(s) for transformation and leads to the configuration of a Data Transformation Workflow. Data Transformation workflows can be reviewed and manually adapted in the Admin Dashboard.

2. PortalX Autonomous Governance can assess the imported data to automatically apply corresponding data policies, to support compliance with data regulations.
3. Data can be imported manually via the Admin Dashboard or via our secure API.
4. Transformed data can be stored by Client or in the secure PortalX Vault.
5. Pseudonymized and/or encrypted data can be de-transformed upon demand for raw data usage.

3. PortalX Professional Services.
    1. PortalX offers a range of professional services, such as consulting services, workshops and integration support. Examples include but are not limited to:
        ■ Dedicated Policy Implementation Package
        ■ Data Protection Impact Assessment (DPIA)
        ■ Data Security Risk Assessment
    2. These services or the output of these services do not constitute legal advice, instead they are for general informational purposes only. Only Client's individual attorney can provide assurances that the information provided as part of PortalX's professional services – and Client's interpretation of it – is applicable or appropriate to Client's particular situation. All liability with respect to actions taken or not taken based on any of PortalX's Professional Services are hereby expressly disclaimed.

4. License, Rights & Restrictions.
    1. Use Restrictions. Client shall use PortalX only in accordance with these terms, the Order Form and applicable law. Client, on behalf of itself and its Brands, shall not: (A) frame or mirror any content forming part of PortalX; (B) reverse engineer, decompile, disassemble or trace the source of PortalX (or otherwise attempt to derive the code or underlying ideas or algorithms of PortalX); (C) remove, alter, or obscure any proprietary notices of PortalX, its licensors or supplier included in PortalX; (D) interfere with or disrupt the integrity or performance of PortalX or the data contained therein, including by conducting load or penetration testing; (E) access or use PortalX products or services to (1) build a competitive product or service, or (2) copy any ideas, features, functions or graphics of PortalX; nor (F) attempt to gain unauthorized access to the PortalXs or their related systems or networks.

2. PortalX as a Service Provider. PortalX shall act as a Service Provider in its relationship to the Client and only use any consumer personal information that may be collected, shared, maintained or used on behalf of the Client to achieve the purposes set out in this agreement. PortalX will not sell the Personal Information collected on behalf of the Client or received from the Client. PortalX may combine personal information received on behalf of the Client with information received from other Clients on behalf of such Clients, to detect security incidents, or protect against fraudulent or illegal activity.

3. Future. Client agrees that its purchase of PortalX products and services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by PortalX with respect to future functionality or features.

4. Order Forms. PortalX shall invoice Clients for the Fees in the currency set forth on the applicable Order Form. Unless otherwise stated on the Order Form and related executed agreements, all invoices shall be payable upon presentation and prior to any commencement of Services. Any disputed amounts shall not affect payment of non-disputed amounts. Client shall make payments to PortalX via the entity and address set forth in the Order Form, in the manner and for the Term described on the Order Form.

5. Fees. Client will pay all fees as and when described in the subscription process on the PortalX website or in the applicable Order Form(s) (the "*Fees*"). Unless otherwise specified on the Order Form, the Fees for Client's Plan are billed in advance, are non-refundable, and automatically renew on a monthly or annual basis, as specified in the applicable Order Form. No refunds or credits will be provided for partial months of Plans.

6. Late Payment. If any amounts invoiced as Fees are not received by PortalX by the due date, interest on late payments accrues from the due date at the lesser of 1.5% per month or the highest rate allowed by law. In addition, upon 30 days' written notice to Client provided after the due date, PortalX may suspend Client's access to PortalX, meaning that file uploads or PortalX Vault queries will no longer be possible, if PortalX has not received the amounts invoiced hereunder at the expiration of such 30-day period.

7. Taxes and Withholdings. Client is responsible for paying all taxes, assessments, charges, fees, and levies that may be levied or based upon Client's subscription to PortalX, and any interest, fines, and penalties with respect thereto, imposed by any governmental authority. If PortalX has the legal obligation to pay or collect Taxes for which Client is responsible under this Section 2.7, the appropriate amount shall be invoiced to and paid by Client, unless Client provides PortalX with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Term & Termination.

1. Term. The initial term of the Agreement begins on the date the Plan is chosen ("*Effective Date*") and continues for the duration specified in the Order Form, unless earlier terminated in accordance with these terms. The Agreement will automatically renew for successive additional one-year periods (each, a "*Renewal Term*" and together with the Initial Term, (the "*Term*") unless either party provides notice of its intent to not renew the Agreement at least 1 day prior to the end of the then-current Initial Term or Renewal Term, as applicable.
2. Plan Cancellation. If Client cancels a Plan before the end of a current pre-paid period, Client will not be charged again for the Plan beginning with the next billing cycle. If Client cancels a Plan, Client will lose all access, upon expiration of the current pre-paid period, to the PortalX Services and PortalX Platform and any data associated with Client's account.
3. Termination. Either party may terminate the Agreement if the other party materially breaches its obligations under the Agreement and fails to cure the breach within 30 days after receiving specific written notice of the asserted breach. PortalX may also suspend Client's access to PortalX if Client breaches the Agreement.
4. Effect of Termination. Upon termination of the Agreement for any reason, the Client can be provided a copy of all configuration files for data-transformation workflows, but the Client's access to the PortalX products and services will cease. This means, but is not limited to, that files can no longer be uploaded, PortalX Vault can no longer be accessed and transformed data can no longer be de-transformed.
5. Survival. In addition to those continuing obligations described in Section 3.5 (Effect of Termination), all defined terms and the terms of Sections 3.7 (Proprietary Rights), 4 (DISCLAIMER), 5 (Indemnification), 6 (Confidentiality), 7 (Limitation of Liability), 9 (Dispute Resolution), 10 (General Terms) and this Section 3.6 (Survival) will survive the expiration or termination of this Agreement.
6. Proprietary Rights. Client acknowledges that PortalX owns and retains all rights, title and interest, including all intellectual property rights, in and to the products and services provided by PortalX under this Agreement, including all technology, software, algorithms, user interfaces, trade secrets, techniques, designs, inventions, works of authorship and all other related or included tangible and intangible material and information. Other than as expressly set forth in this Agreement, no licenses or other rights in or to PortalX are granted to Client and all such rights are hereby expressly reserved.

6. DISCLAIMER.
    1. PortalX PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. PortalX EXPRESSLY DISCLAIMS ALL WARRANTIES,

WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO PORTALX OR OTHER PRODUCTS OR SERVICES PROVIDED BY PortalX UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. PortalX DOES NOT WARRANT THAT PORTALX WILL BE PROVIDED ERROR-FREE, BUG-FREE OR UNINTERRUPTED.

2. LIABILITY. PortalX OFFERS DATA TRANSFORMATION TECHNOLOGY TO HELP CLIENTS KEEP DATA PRIVATE, SECURE AND COMPLY WITH DATA PRIVACY LAWS. NONE OF PortalX'S PRODUCT OR SERVICE OFFERINGS CONSTITUTE LEGAL ADVICE. PortalX DOES NOT TAKE OVER LIABILITY IN CASE CLIENT IS FOUND IN VIOLATION OF ANY DATA PRIVACY REGULATION. CLIENT IS FULLY RESPONSIBLE FOR THE CORRECT SET-UP AND CONFIGURATION OF PORTALX, INCLUDING THE CONFIGURATION OF THE DATA TRANSFORMATION WORKFLOWS.

7. Indemnification
    1. Indemnification by PortalX. Subject to Client's indemnification obligations in Section 5.2 (Indemnification by Client), PortalX shall indemnify, defend and hold harmless Client and each Brand, their respective affiliates and their respective officers, directors, employees and agents (the "*Client Indemnified Parties*") from and against any and all third-party claims or actions related to: (A) PortalX's violation of any laws applicable to its collection or generation of consumer consents or requests or consumer personal information, or (B) allegations that PortalX's intellectual property, or Client's or any Brand's use of that intellectual property in accordance with this Agreement, infringes a third party's patent, copyright or trademark or misappropriates a third party's trade secret. PortalX will pay all damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees and costs, that are finally awarded, incurred by, or asserted against the Client Indemnified Parties in connection with claims subject to this Section.
    2. Indemnification by Client. Client shall indemnify, defend and hold harmless PortalX and its affiliates and their respective officers, directors, employees and agents (the "*PortalX Indemnified Parties*") from and against any and all third-party claims or actions related to: (A) Client's violation of any laws applicable to its use of consumer personal information, or (B) Client's use or misuse of PortalX, including but not limited to: (1) unauthorized use or disclosure of consumer personal information; (2) misconfiguration PortalX access rights or data transformation workflows; or (3) Storage of PortalX output files in a manner not compliant with the required organizational and technological safeguards. Client will pay all damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees and costs, that are finally awarded, incurred by, or

asserted against the PortalX Indemnified Parties in connection with claims subject to this Section.

3. Indemnification Process. As applicable, the PortalX Indemnified Parties and Client Indemnified Parties are "*Indemnified Parties*" and the party providing indemnification is the "*Indemnitor*". The Indemnified Party will give the Indemnitor timely written notice of any claim subject to indemnification under the Agreement. The Indemnitor has the right to defend against any indemnified claim with counsel of its own choosing and settle the claim as the Indemnitor reasonably deems appropriate. However, the Indemnitor will not enter into any settlement that has or would have an adverse effect on any Indemnified Party without the Indemnified Party's prior written consent. The Indemnified Parties will reasonably cooperate with the Indemnitor in the defense and settlement of any indemnified claim and may elect to engage their own counsel and participate in the defense at their expense.

8. Confidentiality
    1. Confidential Information. The "*Confidential Information*" of a party (the "*disclosing party*") means any information (whether owned by the disclosing party or a third party) that the other party (the "*recipient*") learns or receives from or on behalf of the disclosing party in connection with the Agreement, whether in writing, orally, or in any other form, that the recipient knows or reasonably should know is considered confidential or proprietary by the disclosing party. A party's Confidential Information includes, but is not limited to, (A) that party's trade secrets, technical information, know-how, technology, prototypes, methods, ideas, data, cost information, client information, financial information, supplier and customer identities and lists, and business and marketing plans, and (B) any copies, extracts, analyses, compilations, forecasts, studies or other documents containing or reflecting that party's Confidential Information that are prepared by, on behalf of, or in cooperation with the other party. PortalX's Confidential Information includes but is not limited to the PortalX technology and professional services, subject to the rights and permissions granted to Client and each Brand under this Agreement.
    2. Confidentiality and Non-Disclosure. The recipient acknowledges that the disclosing party's Confidential Information is an asset of considerable value, and that disclosure of that Confidential Information to third parties would be damaging. During and after the Term, the recipient will: (A) keep the disclosing party's Confidential Information confidential and use it solely for the purposes of exercising its rights and performing its obligations under the Agreement; (B) not directly, or indirectly, without authorization, reveal, report, publish, disclose or transfer the disclosing party's Confidential Information to any third party except as expressly authorized under this Agreement or otherwise in writing by the disclosing party; (C) use procedures constituting a high degree of care to maintain the security of the disclosing party's Confidential Information, but in no event less than a reasonable standard of care under the circumstances; and (D)

disclose the disclosing party's Confidential Information to the recipient's employees, consultants and subcontractors solely as permitted under this Agreement, and in any case only on a need-to-know basis as required in connection with recipient's performance of its duties and exercise of its rights under the Agreement. The parties may disclose the general nature of the Agreement; however, all other terms of the Agreement are PortalX's Confidential Information and may not be disclosed to any third party without PortalX's prior written consent.

3. Required Disclosures. If the recipient is required by law or court order to disclose any of the disclosing party's Confidential Information, the recipient will: (A) notify the disclosing party in writing as soon as possible, but in no event less than ten days prior to any required disclosure; (B) cooperate with the disclosing party to preserve the confidentiality of its Confidential Information consistent with applicable law; and (C) limit any disclosure to the minimum disclosure necessary to comply with the applicable law or court order..

4. Return of Confidential Information. Subject to Client's rights in previously acquired Confidential Information in accordance with Section 3.5 (Effect of Termination), the recipient shall return or destroy the disclosing party's Confidential Information within 20 days after the effective date of termination of this Agreement. The recipient will not be required to search archived electronic files for the disclosing party's Confidential Information in order to purge that information from its files. The recipient may retain copies of the disclosing party's Confidential Information as necessary to comply with applicable laws, the recipient's written document retention or information governance policies, or any applicable professional standard.

9. Limitation of Liability.
    1. Damages Disclaimer. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, ENHANCED, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, BUSINESS, GOODWILL, PROFITS OR REVENUE) FOR ANY CLAIM ARISING UNDER THE AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. PortalX OFFERS DATA TRANSFORMATION TECHNOLOGY TO HELP CLIENTS KEEP DATA PRIVATE, SECURE AND COMPLY WITH DATA PRIVACY LAWS. NONE OF PortalX'S PRODUCT OR SERVICE OFFERINGS CONSTITUTE LEGAL ADVICE. PortalX IS NOT LIABLE IN CASE CLIENT IS FOUND IN VIOLATION OF ANY DATA PRIVACY REGULATION. CLIENT IS FULLY RESPONSIBLE FOR THE CORRECT SET-UP AND CONFIGURATION OF PORTALX, INCLUDING THE CONFIGURATION OF THE DATA TRANSFORMATION WORKFLOWS.

2. Damages Cap. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR CLIENT'S PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID TO PortalX (IN THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE) IN CONNECTION WITH THE BRAND(S) THAT ARE THE SUBJECT OF THE CLAIM OR LIABILITY.

10. Compliance
    1. General. Each party shall comply with all laws, rules, regulations and regulatory guidance applicable to its activities under this Agreement, including but not limited to notices and choices with respect to the collection and processing of consumers' personal information.

11. Dispute Resolution.
    1. Dispute Resolution. Client and PortalX will work together in good faith first to resolve any issues through discussions between their respective relationship managers. If the relationship managers are unable to resolve the issue within 30 days after their discussions on that issue begin, then they will escalate the dispute to their senior management. If an issue is not resolved within 30 days after escalation to senior management, either party may initiate arbitration pursuant to the commercial rules of the American Arbitration Association (" *AAA*"). The arbitration will be conducted in New York, New York by one arbitrator agreed upon by the parties or, in the absence of agreement, selected by the AAA. Each party will pay its own expenses arising from the arbitration, and the parties will share equally the expenses of the arbitrator and the AAA. The prevailing party in the arbitration proceedings will be entitled to recover reasonable attorneys' fees and expenses incurred in connection with the proceeding, in addition to any other relief to which the prevailing party may be entitled. Any arbitration award will be final, and judgment on it may be entered in any court of competent jurisdiction. If a party breaches or threatens to breach its obligations under Section 2 (License, Rights & Restrictions) Section 6 (Confidentiality) or Section 8 (Compliance), the other party may suffer harm that may not be adequately compensated by monetary damages. In that case, the other party may, in addition to pursuing arbitration in accordance with this Section, seek specific performance and injunctive or other equitable relief in any court of competent jurisdiction.
    2. Governing Law; Venue. The Agreement will be governed by, and construed under, the laws of the State of New York, without application of its conflict of laws rules. Subject to Section 9.1 (Dispute Resolution), the parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in New York. IF THE ARBITRATION PROVISION IN SECTION 9.1 (DISPUTE RESOLUTION) IS HELD TO BE INVALID AND TO THE

MAXIMUM EXTENT PERMITTED BY LAW, PortalX AND CLIENT HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING REGARDING ANY LITIGATION RELATED TO THIS AGREEMENT.

3. Prohibition of Class and Representative Actions. PortalX AND CLIENT HEREBY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.

4. Time Limits on Claims. No action against PortalX arising from or relating to the violation of any rights pertaining to consumer personal information, the use of PortalX, or this Agreement more generally, may be brought more than two years after the date on which the alleged claim arose.

12. General Terms.

1. Notices. Other than routine communications made in the ordinary course of performing any obligations under the Agreement, all notices or other communications required or permitted to be given under the Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person, or by responsible courier, or when deposited with the United States Postal Service, first class registered or certified mail, postage prepaid, addressed as follows (or to such other address or individual as either party may specify from time to time in writing):

   - If to PortalX: PortalX, Inc. | 276 5th Avenue Suite 704 #797 | New York, NY 10001
   - If to Client: email address provided by subscribing Customer

2. Assignment. Client shall not assign, transfer or delegate (whether by operation of law, change of control, asset sale, merger, reorganization or otherwise) the Agreement without PortalX's express written consent, which shall not be unreasonably withheld. Subject to the foregoing, the Agreement inures to the benefit of and is binding upon the parties and their successors and permitted assigns.

3. Amendment; Severability; Waiver. This Agreement may only be amended by a writing signed by both parties. If any provision of the Agreement is found by the arbitrators to be contrary to applicable law, the remaining provisions of the Agreement, if capable of substantial performance, will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under the Agreement will impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by a duly authorized representative of the party waiving its rights.

4. Entire Agreement. This Agreement and each mutually executed Order set forth the complete and final expression of the parties' agreement about their subject matter, and there are no other representations, understandings or agreements between the parties about that subject matter.