This Master Services Agreement ("**Agreement**") is entered into by and between Replicate Software, LLC, a Delaware limited liability company ("**Replicate**"), and the customer identified on an Order (defined below) ("**Customer**").

This Agreement governs Customer's use of the Services (defined below). This Agreement is effective on the date of last signature of an Order that references this Agreement (the "**Effective Date**").

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1. DEFINITIONS

1.1 **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than 50% of the voting interests of the entity.

1.2 **"Aggregated Metrics"** means de-identified, aggregated technical or usage data that cannot reasonably identify a natural person or Customer, and that is derived from Replicate's operation of the Services (e.g., counts of emails delivered, delivery latency, bounce/complaint rates by domain). Aggregated Metrics exclude Customer Confidential Information and Customer Content.

1.3 **"Agreement Documents"** means collectively this Agreement, any Order, any Service-specific terms incorporated by reference, and the Data Processing Agreement (DPA), which is included in all engagements.

1.4 **"Confidential Information"** has the meaning in Section 8.

1.5 **"Customer Content"** means content, prompts, scenarios, incident narratives, distribution lists, and other information provided or made available by or for Customer for use with the Services. Customer Content does not include Aggregated Metrics or Replicate Materials.

1.6 **"DPA"** means Replicate's Data Processing Addendum set forth in Exhibit B.

1.7 **"Engineer Seat"** means a unique human recipient email address designated by Customer to receive the Services during a Term. Each Engineer Seat is counted towards the cap of the pricing tier purchased in the Order.

1.8 **"Order"** means an invoice or order form issued by Replicate (including the online "Billing & Payment Terms" page as of the invoice date) that references this Agreement and sets out the tier, Term, pricing, and any multi-year discount selected by Customer.

1.9 **"Replicate Materials"** means the Services (including all content in outbound coaching emails), software, templates, documentation, know-how, models, prompts, and all improvements and derivative works thereof, excluding Customer Content.

1.10 **"Services"** means Replicate's email-based engineering coaching service that sends weekly production-readiness scenarios and prompts to Engineer Seats, facilitates asynchronous discussion by email, and provides related administrative and support services.

1.11 **"Subprocessor"** means a third party engaged by Replicate to process Personal Data (as defined in the DPA) in connection with the Services.

1.12 **"Term"** means the service period purchased in an Order (e.g., one year, two years, or three years) commencing as described in Section 5.2.

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2. SERVICES; ACCESS; SEAT CAPS

2.1 **Provision of Services.** Subject to the Agreement Documents and Customer's payment of applicable fees, Replicate will provide the Services to Customer for the Term identified in the Order.

2.2 **Nature of Service.** The Services are delivered by email only, unless otherwise agreed in writing. Optional features such as SCIM provisioning or Single Sign-On ("SSO") integration may, at Replicate's sole discretion, be made available by Replicate upon mutual agreement at no additional charge. Any such features are provided solely for administrative convenience and do not modify the nature of the Services. Availability of such features may vary and is not guaranteed unless expressly stated in the applicable Order.

The Services do not meter per-recipient usage and have **no overage fees**. Each pricing tier has a **hard cap** on the number of Engineer Seats covered by the Order.

2.3 **Seat Caps and Enforcement.** Customer will not designate Engineer Seats in excess of the tier cap purchased. If the number of active Engineer Seats exceeds the tier cap:

(a) Replicate may place a hold on adding new recipients while continuing delivery to existing Engineer Seats;

(b) Replicate will notify Customer and, at Customer's option, (i) move Customer to a higher tier by applying the upgrade mechanics in Section 5.4, or (ii) reduce recipients to the purchased cap within 30 days.

Replicate does not impose per-recipient overage charges.

2.4 **Trials.** Unless otherwise stated on an Order, Customer may use the Services **at no charge for up to three (3) months** ("Trial"). Trial use is for evaluation only and provided "as is" with no warranties or indemnities. If Customer does not execute an Order, Replicate may stop sending emails and delete any associated data in accordance with its retention schedule.

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3. CUSTOMER OBLIGATIONS

3.1 **Lists & Consent.** Customer is responsible for the accuracy of recipient lists for Engineer Seats and for obtaining and maintaining all necessary rights and consents to receive emails from Replicate.

3.2 **Acceptable Use.** Customer will not: (a) use the Services in violation of law; (b) attempt to probe or disrupt Replicate's infrastructure; (c) resell, sublicense, or provide the Services to third parties other than Customer's employees and contractors acting for Customer's benefit; or (d) use the Services to transmit malicious code.

3.3 **Cooperation.** Customer will provide timely information reasonably necessary for Replicate to deliver the Services (e.g., recipient emails, opt-out requests).

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4. INTELLECTUAL PROPERTY; LICENSES

4.1 **Ownership.** As between the parties, Replicate owns all right, title, and interest in and to the Replicate Materials and Services. Customer owns all right, title, and interest in and to Customer Content.

4.2 **License to Customer.** During the Term, Replicate grants Customer a non-exclusive, non-transferable, non-sublicensable license to internally use the Service deliverables (including weekly scenarios and prompts) solely for Customer's internal business purposes in training and coaching its personnel.

4.3 License to Replicate. Customer grants Replicate a non-exclusive, worldwide, royalty-free license to use, reproduce, and process Customer Content solely to provide and support the Services.

4.4 Feedback. If Customer provides feedback or suggestions, Replicate may use them without restriction or obligation.

4.5 Aggregated Metrics. Replicate may generate and use Aggregated Metrics to operate, improve, and market the Services, provided such data is de-identified and does not reveal Customer Confidential Information.

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5. FEES; BILLING; TERM MECHANICS

5.1 One Flat Invoice. Replicate issues **one invoice for the entire Term** (including multi-year contracts). **Payment is due within 90 days** of the invoice date unless an Order expressly states otherwise. All fees are non-refundable except as expressly stated in this Agreement.

5.2 Term Start. The Term begins on the **first day of the calendar month following the end of Customer's Trial** (or, if no Trial, on the first day of the month following Order execution), regardless of the specific signature date. Replicate may, at its discretion, cover the remainder of the prior month so Customer does not lose access during the changeover.

5.3 Taxes. Flat rates include all applicable taxes. Taxes (e.g., sales, VAT, GST) are calculated via Stripe Tax and remitted by Replicate. The Customer pays only the flat rate stated in the Order, regardless of tax obligations. Exemption certificates must be provided before invoicing.

5.4 Upgrades Mid-Term. Customer may increase their Tier or extend their Term at any time. Replicate will terminate the current Order and apply a pro-rated credit for any unused portion of the fees already paid (calculated monthly). If the current Term included a multi-year discount, the credit will be based on the discounted annual rate originally paid. There are no penalties or clawbacks. The new Order begins on the 1st of the next calendar month. Upgrades take effect immediately, and Replicate will cover any gap days between Terms.

5.5 No Refunds. All sales are final. Fees paid are non-refundable, including in cases of contract shortening or cancellation. If Replicate terminates for convenience (Section 10.3), any unused, pre-paid portion will be refunded.

5.6 **No Auto-Renewal.** The Services **do not auto-renew**. Replicate will email notice approximately 30 days before Term end. Renewal requires an affirmative Order by an authorized Customer administrator.

5.7 **No Overages; Hard Caps.** There is no metering and no overage billing. Tier caps are enforced as described in Section 2.3.

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6. SECURITY; DATA; SUBPROCESSORS

6.1 **Architecture.** The Services are hosted on Heroku (AWS us-east-1). All data in transit uses TLS1.2+; data at rest is encrypted with AES-256 or better. Replicate maintains immutable audit logs for administrative actions and retains logs for approximately 12 months.

6.2 **Minimal Data; No Customer System Access.** The Services operate by sending coaching emails. Replicate does not require access to Customer's systems and does not store Customer's internal data other than recipient emails and email content exchanged with the Services. Customer acknowledges that emails inherently pass through third-party email infrastructure.

6.3 **Data Retention.** Inactive email conversations are automatically deleted after approximately **three (3) months**. Replicate may retain Aggregated Metrics thereafter. Upon written request to support@replicate.info, Replicate will use commercially reasonable efforts to expedite deletion of specific Customer Content that remains under Replicate's control.

6.4 **Incident Response.** Replicate monitors its production environment and will notify Customer **within 72 hours** after confirmation of a Personal Data Breach (as defined in the DPA) affecting Customer Personal Data, providing known details and remediation steps.

6.5 **Dependency Management.** Replicate uses automated dependency scanning (e.g., GitHub Dependabot) and patches critical vulnerabilities within seven (7) days of public disclosure.

6.6 **Subprocessors.** Replicate uses the following subprocessors to provide the Services. All vendors are GDPR-compliant, offer Standard Contractual Clauses (SCCs), and have undergone a security review prior to onboarding. This is the complete list—no additional tools (e.g., Google Analytics) are used beyond those listed here:

- **Amazon S3** – Stores immutable, append-only audit logs (e.g., billing approvals) with AES-256 at rest.

- **Bouncer** – Validates email addresses to improve deliverability and prevent bounces. No content is shared—only the email address itself, and only when needed.

- **Datadog** – Infrastructure telemetry and monitoring (e.g., memory, CPU, service health).

- **Heroku** – Application hosting and encrypted storage (Postgres, Redis). Isolated containers, TLS 1.2+, AES-256 encryption at rest.

- **OpenAI** – Real-time content generation for coaching emails. No customer content is stored or used for model training; prompts are ephemeral.

- **PagerDuty** – Incident alerting and on-call scheduling. May include metadata (e.g., service names, timestamps). No customer-submitted content.

- **Papertrail** – Infrastructure log aggregation and retention. Logs may include coaching email metadata (e.g., timestamps, team IDs).

- **Postmark** – Transactional email delivery only. No marketing emails, no open/click tracking.

- **Sentry** – Internal error tracking/debugging. May include technical metadata (e.g., error messages, timestamps, team IDs).

- **Stripe** – Invoicing and payments. No auto-renewal; all payments require manual customer approval.

6.7 **Data Processing Addendum.** If Replicate processes Personal Data for Customer in the context of the Services, the Data Processing Addendum at Exhibit B will apply and is incorporated into this Agreement by reference.

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7. WARRANTIES; DISCLAIMERS

7.1 **Mutual.** Each party represents that it is duly organized, validly existing, and has the authority to enter into and perform its obligations under this Agreement.

7.2 **Service Warranty.** Replicate warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards for email-delivered services. Customer's sole remedy for a breach of this warranty is re-performance of the Services.

7.3 **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES AND REPLICATE MATERIALS ARE PROVIDED **"AS IS"** AND **"AS AVAILABLE,"** WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. REPLICATE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THEY WILL PREVENT ALL INCIDENTS, OUTAGES, OR MISCONFIGURATIONS.

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8. CONFIDENTIALITY

8.1 **Definition.** "**Confidential Information**" means information disclosed by one party ("**Discloser**") to the other ("**Recipient**") that is identified as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure, including business, technical, security, and financial information. Confidential Information excludes information that: (a) is or becomes public through no fault of Recipient; (b) was rightfully known to Recipient without confidentiality obligation; (c) is independently developed by Recipient without use of Discloser's Confidential Information; or (d) is lawfully received from a third party without confidentiality obligation.

8.2 **Obligations.** Recipient will use the Discloser's Confidential Information solely to perform this Agreement, will not disclose it to third parties except to its personnel and contractors under confidentiality obligations at least as protective, and will protect it using reasonable care.

8.3 **Compelled Disclosure.** Recipient may disclose Confidential Information when legally compelled, provided it (if permitted) gives prompt notice and cooperates to seek protective treatment.

8.4 **Return/Deletion.** Upon request at Term end or earlier termination, Recipient will delete or return Discloser's Confidential Information, except for archival copies kept in

accordance with its standard retention policies and subject to continuing confidentiality obligations.

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9. INDEMNIFICATION

9.1 **By Replicate.** Replicate will defend Customer from any third-party claim alleging that the Services, as provided by Replicate and used by Customer in accordance with this Agreement, **infringe** a United States copyright or misappropriate a trade secret, and will pay any damages and reasonable attorneys' fees finally awarded (or settlement amounts approved by Replicate). If a claim arises, Replicate may, at its option: (a) modify or replace the Services to be non-infringing; (b) procure a license for continued use; or (c) terminate the impacted Services and refund the unused, pre-paid fees. Replicate has no obligation for claims arising from: (i) Customer Content; (ii) use not in accordance with the Agreement; or (iii) combinations with content or services not provided by Replicate.

9.2 **By Customer.** Customer will defend Replicate from third-party claims arising from Customer Content or Customer's breach of the Acceptable Use obligations, and will pay damages and reasonable attorneys' fees finally awarded (or settlement amounts approved by Customer).

9.3 **Procedure.** The indemnified party must promptly notify the indemnifying party of the claim, allow control of the defense and settlement, and reasonably cooperate. The indemnifying party will not settle any claim that imposes non-monetary obligations on, or admits liability by, the indemnified party without consent (not to be unreasonably withheld).

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10. TERM; TERMINATION; SUSPENSION

10.1 **Term.** This Agreement begins on the Effective Date and continues until all Orders have expired or been terminated.

10.2 **Termination for Cause.** Either party may terminate the Agreement or an affected Order upon written notice if the other party materially breaches the Agreement and fails to cure within thirty (30) days after notice.

10.3 **Termination for Convenience by Replicate.** Replicate may terminate an Order or the Agreement for convenience on thirty (30) days' notice, in which case Replicate will refund the unused, pre-paid portion of fees for the terminated Order.

10.4 **Effect.** Upon termination or expiration of an Order, the Services under that Order will cease. Sections intended by their nature to survive (including 3.2, 4, 5 (as to amounts due), 6, 7, 8, 9, 10.4, 11, 12, and Exhibit B) will survive.

10.5 **Suspension.** Replicate may suspend the Services immediately upon notice if Customer materially violates Section 3.2 (Acceptable Use) or fails to pay undisputed amounts within fifteen (15) days after written notice of delinquency.

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11. LIMITATION OF LIABILITY

11.1 **Cap.** Except for Excluded Claims, each party's aggregate liability arising out of or related to this Agreement will not exceed five times (5x) the total fees paid or payable by Customer to Replicate for the entire term of this Agreement. For Excluded Claims, there is no cap on liability.

11.2 **Excluded Damages.** "Excluded Claims" means: (a) a party's gross negligence or willful misconduct; (b) breach of its confidentiality obligations; (c) infringement or misappropriation of intellectual property rights; and (d) a party's indemnification obligations under this Agreement.

11.3 **Excluded Claims.** "**Excluded Claims**" means: (a) a party's breach of Section 8 (Confidentiality); (b) Customer's payment obligations; (c) a party's infringement or misappropriation of the other party's IP rights; and (d) a party's indemnification obligations.

11.4 **Data-Specific Cap.** For claims arising solely from Replicate's confirmed **Personal Data Breach** of Customer Personal Data (as defined in the DPA), Replicate's aggregate liability under this Agreement will not exceed **two (2) times** the amount in Section 11.1.

11.5 **Basis of Bargain.** The parties agree the limitations in this Section allocate risk and are a fundamental part of the bargain.

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12. INSURANCE

During the Term Replicate will maintain **Errors & Omissions** coverage and **Cyber Liability** coverage, each with limits of at least **US$1,000,000** per claim, and will provide certificates of insurance upon reasonable request.

13. PUBLICITY

Replicate may identify Customer by name and logo as a customer of the Services in marketing materials and on Replicate's website. Customer may opt-out of publicity by emailing support@replicate.info.

14. STANDARDIZED AGREEMENTS; NO REDLINES

Replicate operates with **standardized agreements only** to keep the Service simple and accessible. Replicate **does not engage in contract redlines, vendor portals, or RFP processes**. Feedback regarding clarity or errors is welcome; however, bespoke terms are not offered.

15. COMPLIANCE; EXPORT; ANTI-CORRUPTION

Each party will comply with applicable laws, including data protection law (as addressed by the DPA when executed), export control and sanctions laws, and anti-bribery/anti-corruption laws (including the U.S. FCPA and UK Bribery Act).

16. MISCELLANEOUS

16.1 **Governing Law; Venue.** This Agreement is governed by the laws of the **State of Delaware**, without regard to conflicts of laws rules. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in **Wilmington, Delaware**, and waive any objection to personal jurisdiction or venue. Either party may seek injunctive relief for actual or threatened misuse of Confidential Information or IP in any competent court.

16.2 **Notices.** Notices must be in writing and are deemed given when sent by email to the contacts set forth on the Order (or updated by written notice), provided email notice is followed by confirmation of receipt or a commercially recognized delivery service.

16.3 **Assignment.** Neither party may assign this Agreement without the other party's written consent, except either party may assign without consent to an Affiliate or in

connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets, provided the assignee is not a direct competitor and agrees to be bound by this Agreement.

16.4 **Independent Contractors.** The parties are independent contractors. This Agreement does not create a partnership, franchise, or employment relationship.

16.5 **Entire Agreement; Conflicts.** The Agreement Documents constitute the entire agreement and supersede all prior or contemporaneous agreements regarding the subject matter. In the event of conflict, the following order of precedence applies: (1) the Order (pricing/tier/Term only), (2) this Agreement, and (3) the DPA (solely for data protection obligations). Any pre-printed terms on a Customer PO are void.

16.6 **Amendments; Waivers.** Amendments must be in writing and signed by both parties. A waiver requires a written instrument and is effective only for the specific instance.

16.7 **Severability.** If any provision is unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in effect.

16.8 **Force Majeure.** Neither party is liable for delays or failures due to events beyond its reasonable control (including internet or hosting failures, labor disputes, acts of God, war, terrorism, pandemics, or governmental restrictions), provided it uses reasonable efforts to mitigate the impact.

16.9 **Counterparts; E-Signatures.** Orders may be executed in counterparts and by electronic signature, each of which is deemed an original.

EXHIBIT A

SERVICE DESCRIPTION & SUPPORT

A.1 **Overview.** Replicate's Services deliver weekly email-based production-readiness scenarios and prompts to Engineer Seats, guiding teams to identify blind spots and improve operational rigor. Services are **asynchronous** and delivered by email.

A.2 **Delivery & Frequency.** One coaching email per week to each Engineer Seat on business days (U.S. holidays excluded), plus periodic administrative emails (e.g., onboarding, term reminders).

A.3 **Support.**

- **Channel:** Email only via support@replicate.info.

- **Hours/Response:** Business days, typical initial response within **1–2 business days**.

- **Scope:** Delivery issues, recipient changes, billing questions.

- **Exclusions:** Custom content, onsite services, SLO/SLA commitments, integration work.

A.4 **Planned Changes & Maintenance.** Replicate may update content templates, prompts, and sending infrastructure without notice provided updates do not materially reduce the core functionality of the Services.

A.5 **Subprocessors (current as of the Effective Date).**

- Heroku (Salesforce) – application hosting (AWS us-east-1)

- Amazon Web Services – underlying IaaS

- OpenAI – LLM content generation (configured to not train on Customer Content)

- Postmark – transactional email delivery

- Stripe – billing and payments (including Stripe Tax)

- PagerDuty – incident communications

- GitHub – source control/CI

A.6 **Security Controls (summary).**

- TLS 1.2+ encryption in transit; AES-256 at rest.

- Immutable audit logs for admin events retained ~12 months.

- Automated dependency scanning; critical patches within 7 days of public disclosure.

- Backups and HA provided by Heroku; snapshots per Heroku policy.

- 24×7 on-call by Replicate for confirmed security incidents.

- No end-user accounts; no SSO required (optional SCIM/SSO is planned as a future add-on and will be opt-in).

A.7 **Data Retention & Deletion.**

- Email conversation data automatically deleted ~3 months after inactivity.

- Recipient lists retained while the Order is active and for a short administrative period thereafter.

- On Customer written request, Replicate will use commercially reasonable efforts to expedite deletion of remaining Customer Content.

A.8 **Service Exclusions.**

Replicate does not provide: (i) custom implementations or bespoke security questionnaires; (ii) vendor portal onboarding; (iii) contract redlines; (iv) on-prem or dedicated instances; (v) monthly pricing; or (vi) metered/usage billing.

EXHIBIT B

DATA PROCESSING ADDENDUM (DPA)

This Addendum applies automatically whenever Replicate processes Customer Personal Data on Customer's behalf.

B.1 **Scope & Roles.** This DPA applies solely when Replicate processes **Personal Data** of Customer as a **Processor** on behalf of Customer (the **Controller**) in providing the Services.

B.2 **Processing Instructions.** Replicate will process Personal Data only: (a) to provide and support the Services; (b) as documented in the Agreement Documents; and (c) as required by law. Replicate will promptly notify Customer if it believes an instruction infringes applicable law.

B.3 **Types of Personal Data; Data Subjects.** Personal Data typically includes employee names and email addresses of Engineer Seats, and any personal data contained in email interactions initiated by Customer with the Services. Data subjects are Customer's personnel.

B.4 **Security Measures.** Replicate will implement appropriate technical and organizational security measures as summarized in **Exhibit A** (Security Controls) and further described on Replicate's public Security & IT Readiness page, as updated from time to time without materially reducing protections.

B.5 **Confidentiality.** Replicate ensures personnel authorized to process Personal Data are bound by confidentiality obligations.

B.6 **Subprocessing.** Customer authorizes Replicate to engage Subprocessors listed in Exhibit A and any updates posted on Replicate's website. Replicate will impose data protection terms on Subprocessors that are no less protective than those in this DPA and remains responsible for their acts and omissions.

B.7 **International Transfers.** Where Personal Data is exported from the EEA, UK, or Switzerland to a country without an adequacy decision, the parties agree the **EU Standard Contractual Clauses (Controller-to-Processor, Module 2)** and, where applicable, the UK International Data Transfer Addendum, are incorporated by reference with Customer as "data exporter" and Replicate as "data importer." The parties select: Clause 9(a) (general authorization of subprocessors), Clause 11 (not applicable), Clause 17 (Option 1 – Irish law), Clause 18 (courts of Ireland), and Appendix information from this DPA/Agreement.

B.8 **Personal Data Breach.** Replicate will notify Customer without undue delay and in any event within **72 hours** after becoming aware a Personal Data Breach affecting Customer Personal Data, providing available details and mitigation steps.

B.9 **Data Subject Requests.** Replicate will, to the extent legally permitted, promptly notify Customer of requests from data subjects to exercise rights under applicable data protection laws and will reasonably assist Customer in responding.

B.10 **Data Deletion.** Upon termination of the Services or upon Customer's written request, Replicate will delete Customer Personal Data remaining in its possession, subject to legal retention obligations and the retention timelines in Exhibit A.

B.11 **No Sale; No Training.** Replicate does not sell Customer Personal Data. LLM providers are configured so Customer Content and Personal Data are **not used to train** public models.

B.12 **DPIA & consultation.** Replicate will provide reasonable assistance with Customer's data protection impact assessments and prior consultations with supervisory authorities related to Replicate's processing of Customer Personal Data.

B.13 **Aggregated/De-identified metrics.** Replicate may create and use de-identified and aggregated statistics that **cannot reasonably be used to identify** a natural person or Customer, solely for service improvement, benchmarking, and security. Replicate will not attempt to re-identify such data.

B.14 **CPRA Service Provider Terms.** Replicate shall not sell or share Customer Personal Information, shall not retain, use, or disclose it **outside the business purpose**, and shall comply with CPRA §1798.140 and §1798.100 et seq. Replicate certifies it will comply with these restrictions and will flow them down to Subprocessors.

B.15 **Subprocessors.** Replicate will (a) maintain a current list of Subprocessors on its website and (b) provide at least 30 days' advance notice of any new Subprocessor via website or by direct email to Customer.

Customer may object on reasonable data-protection grounds within 30 days of notice. The parties will cooperate in good faith to find a commercially reasonable workaround. If none is feasible, Customer may terminate the affected Order (or portion thereof) and receive a pro-rata refund of prepaid, unused Fees for the terminated Services.

Replicate will impose data-protection obligations no less protective than this DPA on all Subprocessors and remains responsible for their acts and omissions.