

PrivIQ Additional Services Terms

The terms and conditions of these PrivIQ Additional Services Terms (“AS Terms”) form part of the PrivIQ Terms of Service (“Terms”), or other agreement governing the use of PrivIQ’s services (collectively with the Terms, the “Agreement”) entered by and between you, the Customer (as defined in the Agreement) (collectively, “you”, “your” or “Customer”), and Compliance Technology Solutions BV (“PrivIQ”, “us”, “we”, “our”) to reflect the parties’ agreement with regard to the provision by PrivIQ of onboarding services (“Onboarding Services”), other consulting services (“Consulting Services”) and/or technical services (“Technical Services”), as described herein (the Onboarding Services, Consulting Services and Technical Services shall be collectively referred to as the “Additional Services”).

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

By using the Additional Services, Customer accepts these AS Terms, and you represent and warrant that you have full authority to bind the Customer to these AS Terms.

In the event of any conflict between certain provisions of these AS Terms and the provisions of the Agreement, the provisions of AS Terms shall prevail over the conflicting provisions of the Agreement solely with respect to the provision by PrivIQ of the Additional Services.

1. The Additional Services.

1.1 The Onboarding Services. Subject to these AS Terms, PrivIQ may provide Customer with Onboarding Services with PrivIQ’s Customer Success Managers, to help Customer set up its Account, all as set forth in the Order Form or such other mutually agreed statement of work executed between the parties (“SOW”).

1.2 The Consulting Services. Subject to these AS Terms, PrivIQ may provide Customer with the Consulting Services to assist Customer to optimize its use of the Service, all as set forth in the Order Form or SOW.

1.3 Technical Services. Subject to these AS Terms, PrivIQ may provide Customer certain Technical Services related to the Service, the scope, fees and services to be provided in connection with the Technical Services shall be set forth in a mutually agreed SOW.

1.4 Unless otherwise agreed in writing, the Additional Services will be provided for an agreed block of hours, as set forth in the Order Form or SOW, and will be performed remotely.

1.5 The Additional Services will be available to Customer for such period set forth in the Order Form or SOW (the “AS Term”).

1.6 We assume that you obtain your own legal advice to ensure that you comply with all relevant data privacy laws and regulations.

2. Consideration.

The fees for the Additional Services (the “AS Fees”) and the payment terms shall be set forth in the Order Form or SOW. The AS Fees are non-refundable and non-cancellable.

3. Intellectual Property.

PrivIQ owns and retains all rights, title and interest in any work product created by PrivIQ resulting from providing the Additional Services, including, without limitation, reports and training materials but excluding any Customer Data contained therein (collectively, “Work Products”). Upon Customer’s payment of all AS Fees, PrivIQ grants the Customer a limited, worldwide, non-exclusive, non-sublicensable and non-transferable license to use, reproduce and display the Work Products solely for the Customer’s internal business purposes for as long as Customer holds a Subscription. For clarity, all Work Product is considered PrivIQ Materials and is based on PrivIQ’s pre-existing intellectual property. PrivIQ reserves all rights not expressly granted herein to the Work Products.

4. Term and Termination.

These AS Terms shall terminate upon the earlier of:

- (i) the completion of the Additional Services;
- (ii) the lapse of the AS Term; or
- (iii) the termination or expiration of the Agreement.

5. General.

5.1 The Terms, to the extent applicable, shall apply to the Additional Services and are incorporated herein by reference, mutatis mutandis, which for clarity includes but is not limited to the following sections as applicable to Customer: Section 5.4 (Anonymous Information); Section 6.1 (Order Form); Section 6.4 (Taxes); Section 6.10 (Payment through Reseller); Section 9.2 (Termination for Cause); Section 10 (confidentiality); Section 11 (Warranty Disclaimer); Section 12 (Limitation of Liability); Section 13 (Specific Laws; Reasonable Allocation of Risks); Section 14 (Indemnification); Section 16 (Export Controls; Sanctions); Section 17 (Modifications); Section 18 (USA Government Use); Section 19 (Governing Law and Jurisdiction; Class Action Waiver and Mandatory Arbitration); Section 20 (General Provisions); Privacy Policy and DPA. Section References refer to such sections of the Terms; however, shall be adjusted to reflect such respective sections of the respective agreement between Customer and PrivIQ should the parties have entered into a separate agreement related to the Service.

5.2 For the purpose of these AS Terms, in the Agreement:

- (i) any reference to the Agreement shall refer to these AS Terms;
- (ii) any reference to the “Service” shall refer to the Additional Services;
- (iii) any reference to the Subscription Fees shall refer to the AS Fees.

5.3 Nothing contained herein limits PrivIQ's right to develop, use, market, or sell services or products that are similar to the Work Products or the Additional Services, or to use such Work Products to perform similar services for any other purposes, including without limitation in connection with other projects and customers but subject to PrivIQ's obligations with respect to the Customer Data and Customer's Confidential Information.

Last updated: 1 October 2022